

File No. 180828

Committee Item No. 9
Board Item No. _____

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Budget & Finance Committee

Date September 20, 2018

Board of Supervisors Meeting

Date _____

Cmte Board

<input type="checkbox"/>	Motion
<input checked="" type="checkbox"/>	Resolution
<input type="checkbox"/>	Ordinance
<input type="checkbox"/>	Legislative Digest
<input checked="" type="checkbox"/>	Budget and Legislative Analyst Report
<input type="checkbox"/>	Youth Commission Report
<input type="checkbox"/>	Introduction Form
<input checked="" type="checkbox"/>	Department/Agency Cover Letter and/or Report
<input type="checkbox"/>	MOU
<input type="checkbox"/>	Grant Information Form
<input type="checkbox"/>	Grant Budget
<input type="checkbox"/>	Subcontract Budget
<input checked="" type="checkbox"/>	Contract/Agreement
<input checked="" type="checkbox"/>	Form 126 – Ethics Commission
<input type="checkbox"/>	Award Letter
<input type="checkbox"/>	Application
<input type="checkbox"/>	Public Correspondence

OTHER (Use back side if additional space is needed)

[illegible]

Completed by: Linda Wong

Date September 14, 2018

Completed by: Linda Wong

Date _____

1 [Contract Agreement - Seneca Family of Agencies - dba Seneca Center - Behavioral Health
2 Services - Not to Exceed \$40,538,404]

3 **Resolution retroactively approving a contract agreement with Seneca Family of**
4 **Agencies dba Seneca Center, for behavioral health services, in an amount not to**
5 **exceed \$40,538,404 for a total contract term of July 1, 2018, through June 30,**
6 **2022, with one six-year option to extend.**

7
8 WHEREAS, Department of Public Health selected Seneca Center through two
9 competitive solicitations, to provide mental health outpatient and specialized mental
10 health treatment services; and to provide behavioral health managed care services; and

11 WHEREAS, A copy of the original agreement is on file with the Clerk of the
12 Board of Supervisors in File No. 180828, which is hereby declared to be a part of this
13 resolution as if set forth fully herein; now, therefore, be it

14 RESOLVED, That the Board of Supervisors hereby authorizes the Director of
15 Public Health and the Director of the Office of Contract Administration/Purchaser, on
16 behalf of the City and County of San Francisco, to execute a contract with Seneca
17 Family of Agencies - dba Seneca Center in the amount not to exceed \$40,538,404 for a
18 total term of July 1, 2018, through June 30, 2022, with one six-year option to extend;
19 and, be it

20 FURTHER RESOLVED, That the Board of Supervisors hereby authorizes the
21 Director of Public Health and the Director of the Office of Contract
22 Administration/Purchaser to make amendments to these contracts, as needed, that do
23 not materially increase the obligations or liabilities of the City, and, be it

24 FURTHER RESOLVED, That within thirty (30) days of the contracts being fully
25 executed by all parties, the Director of Health and/or the Director of the Office of Contract

1 Administration/Purchaser shall provide the final contracts to the Clerk of the Board for
2 inclusion into the official file (File No. 180828).
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1 RECOMMENDED:

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4 Barbara A. Garcia
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Item 9
File 18-0828

Department:
Department of Public Health (DPH)

EXECUTIVE SUMMARY

Legislative Objectives

- The proposed resolution retroactively approves a new contract for mental health treatment and training services, mental health outpatient treatment, and Continuum of Care Reform Services between DPH and Seneca Center in the not to exceed amount of \$40,538,404 for a total contract term of July 1, 2018 through June 30, 2022, with one six year option to extend.

Key Points

- Seneca Center had a prior contract with DPH for some of the services that expire on September 30, 2018. Because DPH and Seneca Center would not be able to complete negotiations on the new contract prior to the expiration of the existing contract, DPH entered into an interim contract with Seneca Center to continue providing services from July 1, 2017 through September 30, 2018 in the amount of \$9,999,071. According to the contract, the City's Office of Contract Administration approved the interim contract as a sole source contract per Administrative Code Section 21.42 in order to ensure continuity of services. The term of the interim contract and the term of the proposed new contract overlap for the three-month period of July 1, 2018 through September 30, 2018. According to the proposed resolution, the interim contract will terminate and be replaced by the new contract.

Fiscal Impact

- Under the proposed contract, Seneca Center will support ten programs for an estimated annual budget of approximately \$9,046,751. The four year budget, including a 12 percent contingency, is \$40,529,444. The total budget in the contract and in the resolution is \$40,538,404 due to a clerical error. Therefore the proposed resolution should be amended to state the actual contract budget of \$40,529,444.
- FY 2018-19 funding for the proposed contract comes from federal, state and General Fund monies.

Recommendations

- Amend the proposed resolution to state the actual contract budget is not-to-exceed \$40,529,444.
- Approve the proposed resolution as amended.

MANDATE STATEMENT

City Charter Section 9.118(b) states that any contract entered into by a department, board or commission that (1) has a term of more than ten years, (2) requires expenditures of \$10 million or more, or (3) requires a modification of more than \$500,000 is subject to Board of Supervisors approval.

BACKGROUND

The Department of Public Health (DPH) solicited for new behavioral health providers between November 2016 and September 2017 for the following services:

1. Mental Health Outpatient Treatment Services (Children, Youth and Families)
2. Continuum of Care Reform Services (Behavioral Health Network for Foster Care Youth)
3. School based programs (MHSA)

Seneca Center, which proposed services under these three Request for Proposals (RFP)/Request for Qualifications (RFQ), was among the agencies selected to provide services under these RFP/RFQs.

DETAILS OF PROPOSED LEGISLATION

The proposed resolution retroactively approves a new contract for mental health treatment and training services, mental health outpatient treatment, and Continuum of Care Reform Services between DPH and Seneca Center in the not to exceed amount of \$40,538,404 for a total contract term of July 1, 2018 through June 30, 2022, with one six year option to extend.

Interim Contract

Seneca Center had a prior contract with DPH for these services that expired on December 31, 2017. Because DPH and Seneca would not be able to complete negotiations on the new contract prior to the expiration of the existing contract, DPH entered into an interim contract to continue providing services from July 1, 2017, through September 30, 2018, in the amount of \$9,999,071. According to the contract, the City's Office of Contract Administration approved the interim contract as a sole source contract per Administrative Code Section 21.42 in order to ensure continuity of services.

The term of the interim contract and the term of the proposed new contract overlap for the three-month period of July 1, 2018 through September 30, 2018. According to the proposed resolution, the interim contract will terminate and be replaced by the new contract.

Scope of Work under Proposed Contract

The scope of work under the proposed contract, Seneca Center will provide a variety of programs including:

1. (CYF) Mental Health Treatment Support & Training Services: Services to support individuals involved in the juvenile justice system through connecting youth with community based mental health services.
2. Mental Health Outpatient Treatment Services (Children, Youth and Families): Encompasses a wide variety of services including: therapeutic behavioral services, one-to-one behavioral intervention, case management, crisis intervention, dialectical behavioral therapy, family therapy, skills training, and medication support services. Populations these programs support include youth who have been involved in the juvenile justice system and youth ages 13-18 with full scope Medi-Cal who meet specific diagnostic requirements.
3. Continuum of Care Reform Services (Behavioral Health Network for Foster Care Youth): Behavioral Health Programs addressing the needs of foster youth; these can include mental health services, case management, crisis intervention, medication support services, crisis intervention, and rehabilitation services.

FISCAL IMPACT

Under the proposed contract, Seneca Center will support eleven programs for an estimated annual budget of approximately \$9,046,751, as shown in Table 1 below.

Table 1: Estimated Annual Budget for Proposed Seneca Center Contract

Program	Annual Total
TBS	\$665,590
Intensive therapeutic foster care	759,443
Short Term Connections	503,575
Long Term Connections-WRAP	5,219,437
School Based	457,995
Youth Transitional Services	216,614
AIMM Higher	491,224
DBT	485,213
Soar	144,217
Compass	103,423
Total	\$9,046,751

Service Category	Annual Total
Continuum of Care Services	\$6,428,455
CYF Mental Health Treatment Support & Training Services	491,244
Mental Health Outpatient treatment services	2,073,052
Total	\$9,046,751

Source: Contract with Seneca Center

The four year budget is \$40,529,444 as shown in Table 2 below.

Table 2: Total Budget for Proposed Seneca Center¹

Fiscal Year	Amount
July 1, 2018 – June 30, 2019	\$9,046,751
July 1, 2019 – June 30, 2020	9,046,751
July 1, 2020 – June 30, 2021	9,046,751
July 1, 2021 – June 30, 2021	9,046,751
Subtotal	\$36,187,004
12% Contingency	4,342,440
Total	\$40,529,444

The total budget in the contract and in the resolution is \$40,538,404 due to a clerical error. Therefore the proposed resolution should be amended to state the actual contract budget of \$40,529,444 shown in Table 2 above.

FY 2018-19 funding for the proposed contract comes from federal, state and General Fund monies, as shown in Table 3 below.

Table 3: Sources of Funds for Proposed Seneca Contract,

Sources of Funds	FY 2018-19
Federal and California State Funds	
Federal mental health SDMC FFP	\$3,536,037
State MHSA	691,296
State CYF 2011 PRS-EPSDT	3,092,876
<i>Federal and California State Funds Subtotal</i>	<i>\$7,320,209</i>
San Francisco General Fund Sources	\$1,726,542
Total Sources of Funds	\$9,046,751

Source: DPH

RECOMMENDATIONS

- Amend the proposed resolution to state the actual contract budget is not-to-exceed \$40,529,444.
- Approve the proposed resolution as amended.

¹ The contract budget is \$40,538,404 due to a clerical

**City and County of San Francisco
Office of Contract Administration
Purchasing Division
City Hall, Room 430
1 Dr. Carlton B. Goodlett Place
San Francisco, California 94102-4685
Agreement between the City and County of San Francisco and

Seneca Family of Agencies – dba Seneca Center**

This Agreement is made this **1st day of July, 2018**, in the City and County of San Francisco, State of California, by and between **Seneca Family of Agencies – dba Seneca Center**, 2275 Arlington Drive, San Leandro, California 94578 ("Contractor") and City.

Recitals

WHEREAS, the Department of Public Health ("Department") wishes to provide mental health and substance abuse treatment services; and,

WHEREAS, this Agreement was competitively procured as required by San Francisco Administrative Code Chapter 21.1 through a Request for Proposal ("RFP") RFP1-2017 issued on 3/7/17 and RFP 33-2016 issued on 11/2/16 in which City selected Contractor as the highest qualified scorer pursuant to the RFP; and

WHEREAS, approval for this Agreement was obtained when the Board of Supervisors approved Resolution number _____ on _____;

WHEREAS, there is no Local Business Entity ("LBE") subcontracting participation requirement for this Agreement; and

WHEREAS, Contractor represents and warrants that it is qualified to perform the Services required by City as set forth under this Agreement; and

WHEREAS, approval for this Agreement was obtained when the Civil Service Commission approved Contract number 46987-16/17 on June 19, 2017. Now, THEREFORE, the parties agree as follows:

Article 1 Definitions

The following definitions apply to this Agreement:

1.1 "Agreement" means this contract document, including all attached appendices, and all applicable City Ordinances and Mandatory City Requirements which are specifically incorporated into this Agreement by reference as provided herein.

1.2 "City" or "the City" means the City and County of San Francisco, a municipal corporation, acting by and through both its Director of the Office of Contract Administration or the Director's designated agent, hereinafter referred to as "Purchasing" and Department of Public Health."

1.3 "CMD" means the Contract Monitoring Division of the City.

1.4 "Contractor" or "Consultant" means Seneca Family of Agencies – dba Seneca Center, 2275 Arlington Drive, San Leandro, California 94578.

1.5 "Deliverables" means Contractor's work product resulting from the Services that are provided by Contractor to City during the course of Contractor's performance of the Agreement, including without limitation, the work product described in the "Scope of Services" attached as Appendix A.

1.6 "Effective Date" means the date upon which the City's Controller certifies the availability of funds for this Agreement as provided in Section 3.1.

1.7 "Mandatory City Requirements" means those City laws set forth in the San Francisco Municipal Code, including the duly authorized rules, regulations, and guidelines implementing such laws, that impose specific duties and obligations upon Contractor.

1.8 "Party" and "Parties" mean the City and Contractor either collectively or individually.

1.9 "Services" means the work performed by Contractor under this Agreement as specifically described in the "Scope of Services" attached as Appendix A, including all services, labor, supervision, materials, equipment, actions and other requirements to be performed and furnished by Contractor under this Agreement.

Article 2 Term of the Agreement

2.1 The term of this Agreement shall commence on the latter of: (i) July 1, 2018; or (ii) the Effective Date and expire on June 30, 2022, unless earlier terminated as otherwise provided herein.

2.2 The City has remaining option(s) to renew the Agreement for a period of up to six years. The City may extend this Agreement beyond the expiration date by exercising these option(s) at the City's sole and absolute discretion and by modifying this Agreement as provided in Section 11.5, "Modification of this Agreement."

Article 3 Financial Matters

3.1 **Certification of Funds; Budget and Fiscal Provisions; Termination in the Event of Non-Appropriation.** This Agreement is subject to the budget and fiscal provisions of the City's Charter. Charges will accrue only after prior written authorization certified by the Controller, and the amount of City's obligation hereunder shall not at any time exceed the amount certified for the purpose and period stated in such advance authorization. This Agreement will terminate without penalty, liability or expense of any kind to City at the end of any fiscal year if funds are not appropriated for the next succeeding fiscal year. If funds are appropriated for a portion of the fiscal year, this Agreement will terminate, without penalty, liability or expense of any kind at the end of the term for which funds are appropriated. City has no obligation to make appropriations for this Agreement in lieu of appropriations for new or other agreements. City budget decisions are subject to the discretion of the Mayor and the Board of Supervisors. Contractor's assumption of risk of possible non-appropriation is part of the consideration for this Agreement.

THIS SECTION CONTROLS AGAINST ANY AND ALL OTHER PROVISIONS OF THIS AGREEMENT.

3.2 Guaranteed Maximum Costs. The City's payment obligation to Contractor cannot at any time exceed the amount certified by City's Controller for the purpose and period stated in such certification. Absent an authorized Emergency per the City Charter or applicable Code, no City representative is authorized to offer or promise, nor is the City required to honor, any offered or promised payments to Contractor under this Agreement in excess of the certified maximum amount without the Controller having first certified the additional promised amount and the Parties having modified this Agreement as provided in Section 11.5, "Modification of this Agreement."

3.3 Compensation.

3.3.1 Payment. Contractor shall provide an invoice to the City on a monthly basis for Services completed in the immediate preceding month, unless a different schedule is set out in Appendix B, "Calculation of Charges." Compensation shall be made for Services identified in the invoice that the Director of Health, in his or her sole discretion, concludes has been satisfactorily performed. Payment shall be made within 30 calendar days of receipt of the invoice, unless the City notifies the Contractor that a dispute as to the invoice exists. In no event shall the amount of this Agreement exceed **Forty Million Five Hundred Thirty Eight Thousand Four Hundred Four Dollars (\$40,538,404)**. The breakdown of charges associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein. A portion of payment may be withheld until conclusion of the Agreement if agreed to by both parties as retainage, described in Appendix B. In no event shall City be liable for interest or late charges for any late payments.

3.3.2 Payment Limited to Satisfactory Services. Contractor is not entitled to any payments from City until Department of Public Health approves Services, including any furnished Deliverables, as satisfying all of the requirements of this Agreement. Payments to Contractor by City shall not excuse Contractor from its obligation to replace unsatisfactory Deliverables, including equipment, components, materials, or Services even if the unsatisfactory character of such Deliverables, equipment, components, materials, or Services may not have been apparent or detected at the time such payment was made. Deliverables, equipment, components, materials and Services that do not conform to the requirements of this Agreement may be rejected by City and in such case must be replaced by Contractor without delay at no cost to the City.

3.3.3 Withhold Payments. If Contractor fails to provide Services in accordance with Contractor's obligations under this Agreement, the City may withhold any and all payments due Contractor until such failure to perform is cured, and Contractor shall not stop work as a result of City's withholding of payments as provided herein.

3.3.4 Invoice Format. Invoices furnished by Contractor under this Agreement must be in a form acceptable to the Controller and City, and must include a unique invoice number. Payment shall be made by City specified in Section 3.3.6, or in such alternate manner as the Parties have mutually agreed upon in writing.

3.3.5 Reserved. (LBE Payment and Utilization Tracking System)

3.3.6 Getting paid for goods and/or services from the City.

(a) All City vendors receiving new contracts, contract renewals, or contract extensions must sign up to receive electronic payments through, the City's Automated Clearing House (ACH) payments service/provider. Electronic payments are processed every business day and are safe and secure. To sign up for electronic payments, visit www.sfgov.org/ach.

(b) The following information is required to sign up: (i) The enroller must be their company's authorized financial representative, (ii) the company's legal name, main telephone number and all physical and remittance addresses used by the company, (iii) the company's U.S. federal employer identification number (EIN) or Social Security number (if they are a sole proprietor), and (iv) the company's bank account information, including routing and account numbers.

3.3.7 Grant Funded Contracts.

(a) **Disallowance.** If Contractor requests or receives payment from City for Services, reimbursement for which is later disallowed by the State of California or United States Government, Contractor shall promptly refund the disallowed amount to City upon City's request. At its option, City may offset the amount disallowed from any payment due or to become due to Contractor under this Agreement or any other Agreement between Contractor and City.

3.4 Audit and Inspection of Records. Contractor agrees to maintain and make available to the City, during regular business hours, accurate books and accounting records relating to its Services. Contractor will permit City to audit, examine and make excerpts and transcripts from such books and records, and to make audits of all invoices, materials, payrolls, records or personnel and other data related to all other matters covered by this Agreement, whether funded in whole or in part under this Agreement. Contractor shall maintain such data and records in an accessible location and condition for a period of not fewer than five years after final payment under this Agreement or until after final audit has been resolved, whichever is later. The State of California or any Federal agency having an interest in the subject matter of this Agreement shall have the same rights as conferred upon City by this Section. Contractor shall include the same audit and inspection rights and record retention requirements in all subcontracts.

3.4.1 Contractor shall annually have its books of accounts audited by a Certified Public Accountant and a copy of said audit report and the associated management letter(s) shall be transmitted to the Director of Public Health or his/her designee within one hundred eighty (180) calendar days following Contractor's fiscal year end date. If Contractor expends \$750,000 or more in Federal funding per year, from any and all Federal awards, said audit shall be conducted in accordance with 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Said requirements can be found at the following website address: https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl.

If Contractor expends less than \$750,000 a year in Federal awards, Contractor is exempt from the single audit requirements for that year, but records must be available for review or audit by appropriate officials of the Federal Agency, pass-through entity and General Accounting Office. Contractor agrees to reimburse the City any cost adjustments necessitated by this audit report. Any audit report which addresses all or part of the period covered by this Agreement shall treat the service components identified in the detailed descriptions attached to Appendix A and referred to in the Program Budgets of Appendix B as discrete program entities of the Contractor.

3.4.2 The Director of Public Health or his / her designee may approve a waiver of the audit requirement in Section 3.4.1 above, if the contractual Services are of a consulting or personal services nature, these Services are paid for through fee for service terms which limit the City's risk with such contracts, and it is determined that the work associated with the audit would produce undue burdens or costs and would provide minimal benefits. A written request for a waiver must be submitted to the DIRECTOR ninety (90) calendar days before the end of the Agreement term or Contractor's fiscal year, whichever comes first.

3.4.3 Any financial adjustments necessitated by this audit report shall be made by Contractor to the City. If Contractor is under contract to the City, the adjustment may be made in the next subsequent billing by Contractor to the City, or may be made by another written schedule determined solely by the City. In the event Contractor is not under contract to the City, written arrangements shall be made for audit adjustments.

3.5 **Submitting False Claims.** The full text of San Francisco Administrative Code Chapter 21, Section 21.35, including the enforcement and penalty provisions, is incorporated into this Agreement. Pursuant to San Francisco Administrative Code §21.35, any contractor or subcontractor who submits a false claim shall be liable to the City for the statutory penalties set forth in that section. A contractor or subcontractor will be deemed to have submitted a false claim to the City if the contractor or subcontractor: (a) knowingly presents or causes to be presented to an officer or employee of the City a false claim or request for payment or approval; (b) knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by the City; (c) conspires to defraud the City by getting a false claim allowed or paid by the City; (d) knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the City; or (e) is a beneficiary of an inadvertent submission of a false claim to the City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the City within a reasonable time after discovery of the false claim.

3.6 **Reserved. (Payment of Prevailing Wages)**

Article 4 Services and Resources

4.1 **Services Contractor Agrees to Perform.** Contractor agrees to perform the Services provided for in Appendix A, "Scope of Services." Officers and employees of the City are not authorized to request, and the City is not required to reimburse the Contractor for, Services beyond the Scope of Services listed in Appendix A, unless Appendix A is modified as provided in Section 11.5, "Modification of this Agreement."

4.2 **Qualified Personnel.** Contractor shall utilize only competent personnel under the supervision of, and in the employment of, Contractor (or Contractor's authorized subcontractors) to perform the Services. Contractor will comply with City's reasonable requests regarding assignment and/or removal of personnel, but all personnel, including those assigned at City's request, must be supervised by Contractor. Contractor shall commit adequate resources to allow timely completion within the project schedule specified in this Agreement.

4.3 **Subcontracting.** Contractor may subcontract portions of the Services only upon prior written approval of City. Contractor is responsible for its subcontractors throughout the course of the

work required to perform the Services. All Subcontracts must incorporate the terms of Article 10 "Additional Requirements Incorporated by Reference" of this Agreement, unless inapplicable. Neither Party shall, on the basis of this Agreement, contract on behalf of, or in the name of, the other Party. Any agreement made in violation of this provision shall be null and void.

4.4 Independent Contractor; Payment of Employment Taxes and Other Expenses.

4.4.1 Independent Contractor. For the purposes of this Article 4, "Contractor" shall be deemed to include not only Contractor, but also any agent or employee of Contractor. Contractor acknowledges and agrees that at all times, Contractor or any agent or employee of Contractor shall be deemed at all times to be an independent contractor and is wholly responsible for the manner in which it performs the services and work requested by City under this Agreement. Contractor, its agents, and employees will not represent or hold themselves out to be employees of the City at any time. Contractor or any agent or employee of Contractor shall not have employee status with City, nor be entitled to participate in any plans, arrangements, or distributions by City pertaining to or in connection with any retirement, health or other benefits that City may offer its employees. Contractor or any agent or employee of Contractor is liable for the acts and omissions of itself, its employees and its agents. Contractor shall be responsible for all obligations and payments, whether imposed by federal, state or local law, including, but not limited to, FICA, income tax withholdings, unemployment compensation, insurance, and other similar responsibilities related to Contractor's performing services and work, or any agent or employee of Contractor providing same. Nothing in this Agreement shall be construed as creating an employment or agency relationship between City and Contractor or any agent or employee of Contractor. Any terms in this Agreement referring to direction from City shall be construed as providing for direction as to policy and the result of Contractor's work only, and not as to the means by which such a result is obtained. City does not retain the right to control the means or the method by which Contractor performs work under this Agreement. Contractor agrees to maintain and make available to City, upon request and during regular business hours, accurate books and accounting records demonstrating Contractor's compliance with this section. Should City determine that Contractor, or any agent or employee of Contractor, is not performing in accordance with the requirements of this Agreement, City shall provide Contractor with written notice of such failure. Within five (5) business days of Contractor's receipt of such notice, and in accordance with Contractor policy and procedure, Contractor shall remedy the deficiency. Notwithstanding, if City believes that an action of Contractor, or any agent or employee of Contractor, warrants immediate remedial action by Contractor, City shall contact Contractor and provide Contractor in writing with the reason for requesting such immediate action.

4.4.2 Payment of Employment Taxes and Other Expenses. Should City, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Division, or both, determine that Contractor is an employee for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Contractor which can be applied against this liability). City shall then forward those amounts to the relevant taxing authority. Should a relevant taxing authority determine a liability for past services performed by Contractor for City, upon notification of such fact by City, Contractor shall promptly remit such amount due or arrange with City to have the amount due withheld from future payments to Contractor under this Agreement (again, offsetting any amounts already paid by Contractor which can be applied as a credit against such liability). A determination of employment status pursuant to the preceding

two paragraphs shall be solely for the purposes of the particular tax in question, and for all other purposes of this Agreement, Contractor shall not be considered an employee of City. Notwithstanding the foregoing, Contractor agrees to indemnify and save harmless City and its officers, agents and employees from, and, if requested, shall defend them against any and all claims, losses, costs, damages, and expenses, including attorneys' fees, arising from this section.

4.5 Assignment. The Services to be performed by Contractor are personal in character and neither this Agreement nor any duties or obligations hereunder may be assigned or delegated by Contractor unless first approved by City by written instrument executed and approved in the same manner as this Agreement. Any purported assignment made in violation of this provision shall be null and void.

4.6 Warranty. Contractor warrants to City that the Services will be performed with the degree of skill and care that is required by current, good and sound professional procedures and practices, and in conformance with generally accepted professional standards prevailing at the time the Services are performed so as to ensure that all Services performed are correct and appropriate for the purposes contemplated in this Agreement.

Article 5 Insurance and Indemnity

5.1 Insurance.

5.1.1 Required Coverages. Without in any way limiting Contractor's liability pursuant to the "Indemnification" section of this Agreement, Contractor must maintain in force, during the full term of the Agreement, insurance in the following amounts and coverages:

- (a) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than \$1,000,000 each accident, injury, or illness; and
- (b) Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; and
- (c) Commercial Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence, "Combined Single Limit" for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.
- (d) Professional liability insurance, applicable to Contractor's profession, with limits not less than \$1,000,000 each claim with respect to negligent acts, errors or omissions in connection with the Services.
- (e) Blanket Fidelity Bond (Commercial Blanket Bond): Limits in the amount of the Initial Payment provided for in the Agreement.

5.1.2 Commercial General Liability and Commercial Automobile Liability Insurance policies must be endorsed to provide:

- (a) Name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees.

(b) That such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.

5.1.3 All policies shall be endorsed to provide thirty (30) days' advance written notice to the City of cancellation for any reason, intended non-renewal, or reduction in coverages. Notices shall be sent to the City address set forth in Section 11.1, entitled "Notices to the Parties."

5.1.4 Should any of the required insurance be provided under a claims-made form, Contractor shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three years beyond the expiration of this Agreement, to the effect that, should occurrences during the contract term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.

5.1.5 Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified above.

5.1.6 Should any required insurance lapse during the term of this Agreement, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the lapse date. If insurance is not reinstated, the City may, at its sole option, terminate this Agreement effective on the date of such lapse of insurance.

5.1.7 Before commencing any Services, Contractor shall furnish to City certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverages set forth above. Approval of the insurance by City shall not relieve or decrease Contractor's liability hereunder.

5.1.8 The Workers' Compensation policy(ies) shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors.

5.1.9 If Contractor will use any subcontractor(s) to provide Services, Contractor shall require the subcontractor(s) to provide all necessary insurance and to name the City and County of San Francisco, its officers, agents and employees and the Contractor as additional insureds.

5.2 **Indemnification.** Contractor shall indemnify and hold harmless City and its officers, agents and employees from, and, if requested, shall defend them from and against any and all claims, demands, losses, damages, costs, expenses, and liability (legal, contractual, or otherwise) arising from or in any way connected with any: (i) injury to or death of a person, including employees of City or Contractor; (ii) loss of or damage to property; (iii) violation of local, state, or federal common law, statute or regulation, including but not limited to privacy or personally identifiable information, health information, disability and labor laws or regulations; (iv) strict liability imposed by any law or regulation; or (v) losses arising from Contractor's execution of subcontracts not in accordance with the requirements of this Agreement applicable to subcontractors; so long as such injury, violation, loss, or strict liability (as set forth in subsections (i) – (v) above) arises directly or indirectly from Contractor's performance of this Agreement, including, but not limited to, Contractor's use of facilities or equipment provided by City or others, regardless of the negligence of, and regardless of whether liability without fault is imposed or sought to be imposed on City, except to the extent that such indemnity is void or otherwise unenforceable

under applicable law, and except where such loss, damage, injury, liability or claim is the result of the active negligence or willful misconduct of City and is not contributed to by any act of, or by any omission to perform some duty imposed by law or agreement on Contractor, its subcontractors, or either's agent or employee. Contractor shall also indemnify, defend and hold City harmless from all suits or claims or administrative proceedings for breaches of federal and/or state law regarding the privacy of health information, electronic records or related topics, arising directly or indirectly from Contractor's performance of this Agreement, except where such breach is the result of the active negligence or willful misconduct of City. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs and City's costs of investigating any claims against the City.

In addition to Contractor's obligation to indemnify City, Contractor specifically acknowledges and agrees that it has an immediate and independent obligation to defend City from any claim which actually or potentially falls within this indemnification provision, even if the allegations are or may be groundless, false or fraudulent, which obligation arises at the time such claim is tendered to Contractor by City and continues at all times thereafter.

Contractor shall indemnify and hold City harmless from all loss and liability, including attorneys' fees, court costs and all other litigation expenses for any infringement of the patent rights, copyright, trade secret or any other proprietary right or trademark, and all other intellectual property claims of any person or persons arising directly or indirectly from the receipt by City, or any of its officers or agents, of Contractor's Services.

Article 6 Liability of the Parties

6.1 Liability of City. CITY'S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE PAYMENT OF THE COMPENSATION PROVIDED FOR IN SECTION 3.3.1, "PAYMENT," OF THIS AGREEMENT. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT SHALL CITY BE LIABLE, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT, FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES PERFORMED IN CONNECTION WITH THIS AGREEMENT

6.2 Liability for Use of Equipment. City shall not be liable for any damage to persons or property as a result of the use, misuse or failure of any equipment used by Contractor, or any of its subcontractors, or by any of their employees, even though such equipment is furnished, rented or loaned by City.

6.3 Liability for Incidental and Consequential Damages. Contractor shall be responsible for incidental and consequential damages resulting in whole or in part from Contractor's acts or omissions.

Article 7 Payment of Taxes

7.1 Except for any applicable California sales and use taxes charged by Contractor to City, Contractor shall pay all taxes, including possessory interest taxes levied upon or as a result of

this Agreement, or the Services delivered pursuant hereto. Contractor shall remit to the State of California any sales or use taxes paid by City to Contractor under this Agreement. Contractor agrees to promptly provide information requested by the City to verify Contractor's compliance with any State requirements for reporting sales and use tax paid by City under this Agreement.

7.2 Contractor acknowledges that this Agreement may create a "possessory interest" for property tax purposes. Generally, such a possessory interest is not created unless the Agreement entitles the Contractor to possession, occupancy, or use of City property for private gain. If such a possessory interest is created, then the following shall apply:

7.2.1 Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that Contractor, and any permitted successors and assigns, may be subject to real property tax assessments on the possessory interest.

7.2.2 Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that the creation, extension, renewal, or assignment of this Agreement may result in a "change in ownership" for purposes of real property taxes, and therefore may result in a revaluation of any possessory interest created by this Agreement. Contractor accordingly agrees on behalf of itself and its permitted successors and assigns to report on behalf of the City to the County Assessor the information required by Revenue and Taxation Code section 480.5, as amended from time to time, and any successor provision.

7.2.3 Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that other events also may cause a change of ownership of the possessory interest and result in the revaluation of the possessory interest. (see, e.g., Rev. & Tax. Code section 64, as amended from time to time). Contractor accordingly agrees on behalf of itself and its permitted successors and assigns to report any change in ownership to the County Assessor, the State Board of Equalization or other public agency as required by law.

7.2.4 Contractor further agrees to provide such other information as may be requested by the City to enable the City to comply with any reporting requirements for possessory interests that are imposed by applicable law.

Article 8 Termination and Default

8.1 Termination for Convenience

8.1.1 City shall have the option, in its sole discretion, to terminate this Agreement, at any time during the term hereof, for convenience and without cause. City shall exercise this option by giving Contractor written notice of termination. The notice shall specify the date on which termination shall become effective.

8.1.2 Upon receipt of the notice of termination, Contractor shall commence and perform, with diligence, all actions necessary on the part of Contractor to effect the termination of this Agreement on the date specified by City and to minimize the liability of Contractor and City to third parties as a result of termination. All such actions shall be subject to the prior approval of City. Such actions shall include, without limitation:

- (a) Halting the performance of all Services under this Agreement on the date(s) and in the manner specified by City.
- (b) Terminating all existing orders and subcontracts, and not placing any further orders or subcontracts for materials, Services, equipment or other items.
- (c) At City's direction, assigning to City any or all of Contractor's right, title, and interest under the orders and subcontracts terminated. Upon such assignment, City shall have the right, in its sole discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.
- (d) Subject to City's approval, settling all outstanding liabilities and all claims arising out of the termination of orders and subcontracts.
- (e) Completing performance of any Services that City designates to be completed prior to the date of termination specified by City.
- (f) Taking such action as may be necessary, or as the City may direct, for the protection and preservation of any property related to this Agreement which is in the possession of Contractor and in which City has or may acquire an interest.

8.1.3 Within 30 days after the specified termination date, Contractor shall submit to City an invoice, which shall set forth each of the following as a separate line item:

- (a) The reasonable cost to Contractor, without profit, for all Services prior to the specified termination date, for which Services City has not already tendered payment. Reasonable costs may include a reasonable allowance for actual overhead, not to exceed a total of 10% of Contractor's direct costs for Services. Any overhead allowance shall be separately itemized. Contractor may also recover the reasonable cost of preparing the invoice.
- (b) A reasonable allowance for profit on the cost of the Services described in the immediately preceding subsection (a), provided that Contractor can establish, to the satisfaction of City, that Contractor would have made a profit had all Services under this Agreement been completed, and provided further, that the profit allowed shall in no event exceed 5% of such cost.
- (c) The reasonable cost to Contractor of handling material or equipment returned to the vendor, delivered to the City or otherwise disposed of as directed by the City.
- (d) A deduction for the cost of materials to be retained by Contractor, amounts realized from the sale of materials and not otherwise recovered by or credited to City, and any other appropriate credits to City against the cost of the Services or other work.

8.1.4 In no event shall City be liable for costs incurred by Contractor or any of its subcontractors after the termination date specified by City, except for those costs specifically enumerated and described in Section 8.1.3. Such non-recoverable costs include, but are not limited to, anticipated profits on the Services under this Agreement, post-termination employee salaries, post-termination administrative expenses, post-termination overhead or unabsorbed overhead, attorneys' fees or other costs relating to the prosecution of a claim or lawsuit, prejudgment interest, or any other expense which is not reasonable or authorized under Section 8.1.3.

8.1.5 In arriving at the amount due to Contractor under this Section, City may deduct: (i) all payments previously made by City for Services covered by Contractor's final invoice; (ii) any claim which City may have against Contractor in connection with this Agreement; (iii) any invoiced costs or expenses excluded pursuant to the immediately preceding subsection 8.1.4; and (iv) in instances in which, in the opinion of the City, the cost of any Service performed under this Agreement is excessively high due to costs incurred to remedy or replace defective or rejected Services, the difference between the invoiced amount and City's estimate of the reasonable cost of performing the invoiced Services in compliance with the requirements of this Agreement.

8.1.6 City's payment obligation under this Section shall survive termination of this Agreement.

8.2 Termination for Default; Remedies.

8.2.1 Each of the following shall constitute an immediate event of default ("Event of Default") under this Agreement:

(a) Contractor fails or refuses to perform or observe any term, covenant or condition contained in any of the following Sections of this Agreement:

3.5	Submitting False Claims.	10.10	Alcohol and Drug-Free Workplace
4.5	Assignment	10.13	Working with Minors
Article 5	Insurance and Indemnity	11.10	Compliance with Laws
Article 7	Payment of Taxes	13.1	Nondisclosure of Private, Proprietary or Confidential Information
13.4	Protected Health Information		

(b) Contractor fails or refuses to perform or observe any other term, covenant or condition contained in this Agreement, including any obligation imposed by ordinance or statute and incorporated by reference herein, and such default continues for a period of ten days after written notice thereof from City to Contractor.

(c) Contractor (i) is generally not paying its debts as they become due; (ii) files, or consents by answer or otherwise to the filing against it of a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction; (iii) makes an assignment for the benefit of its creditors; (iv) consents to the appointment of a custodian, receiver, trustee or other officer with similar powers of Contractor or of any substantial part of Contractor's property; or (v) takes action for the purpose of any of the foregoing.

(d) A court or government authority enters an order (i) appointing a custodian, receiver, trustee or other officer with similar powers with respect to Contractor or with respect to any substantial part of Contractor's property, (ii) constituting an order for relief or approving a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction or (iii) ordering the dissolution, winding-up or liquidation of Contractor.

8.2.2 On and after any Event of Default, City shall have the right to exercise its legal and equitable remedies, including, without limitation, the right to terminate this Agreement or to seek specific performance of all or any part of this Agreement. In addition, where applicable, City shall have the right (but no obligation) to cure (or cause to be cured), on behalf of Contractor any Event of Default; Contractor shall pay to City on demand all costs and expenses incurred by City in effecting such cure, with interest thereon from the date of incurrence at the maximum rate then permitted by law. City shall have the right to offset from any amounts due to Contractor under this Agreement or any other agreement between City and Contractor: (i) all damages, losses, costs or expenses incurred by City as a result of an Event of Default; and (ii) any liquidated damages levied upon Contractor pursuant to the terms of this Agreement; and (iii), any damages imposed by any ordinance or statute that is incorporated into this Agreement by reference, or into any other agreement with the City.

8.2.3 All remedies provided for in this Agreement may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy. Nothing in this Agreement shall constitute a waiver or limitation of any rights that City may have under applicable law.

8.2.4 Any notice of default must be sent by registered mail to the address set forth in Article 11.

8.3 **Non-Waiver of Rights.** The omission by either party at any time to enforce any default or right reserved to it, or to require performance of any of the terms, covenants, or provisions hereof by the other party at the time designated, shall not be a waiver of any such default or right to which the party is entitled, nor shall it in any way affect the right of the party to enforce such provisions thereafter.

8.4 **Rights and Duties upon Termination or Expiration.**

8.4.1 This Section and the following Sections of this Agreement listed below, shall survive termination or expiration of this Agreement:

3.5	Submitting False Claims	11.7	Agreement Made in California; Venue
Article 5	Insurance and Indemnity	11.8	Construction
6.1	Liability of City	11.9	Entire Agreement
6.3	Liability for Incidental and Consequential Damages	11.10	Compliance with Laws
Article 7	Payment of Taxes	11.11	Severability
8.1.6	Payment Obligation	13.1	Nondisclosure of Private, Proprietary or Confidential Information
13.4	Protected Health Information	13.3	Business Associate Agreement

8.4.2 Subject to the survival of the Sections identified in Section 8.4.1, above, if this Agreement is terminated prior to expiration of the term specified in Article 2, this Agreement shall be of no further force or effect. Contractor shall transfer title to City, and deliver in the manner, at the times, and to the extent, if any, directed by City, any work in progress, completed work, supplies, equipment,

and other materials produced as a part of, or acquired in connection with the performance of this Agreement, and any completed or partially completed work which, if this Agreement had been completed, would have been required to be furnished to City.

Article 9 Rights In Deliverables

9.1 Ownership of Results. Any interest of Contractor or its subcontractors, in the Deliverables, including any drawings, plans, specifications, blueprints, studies, reports, memoranda, computation sheets, computer files and media or other documents prepared by Contractor or its subcontractors for the purposes of this agreement, shall become the property of and will be transmitted to City. However, unless expressly prohibited elsewhere in this Agreement, Contractor may retain and use copies for reference and as documentation of its experience and capabilities.

9.2 Works for Hire. If, in connection with Services, Contractor or its subcontractors creates Deliverables including, without limitation, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, blueprints, source codes, or any other original works of authorship, whether in digital or any other format, such works of authorship shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in such works shall be the property of the City. If any Deliverables created by Contractor or its subcontractor(s) under this Agreement are ever determined not to be works for hire under U.S. law, Contractor hereby assigns all Contractor's copyrights to such Deliverables to the City, agrees to provide any material and execute any documents necessary to effectuate such assignment, and agrees to include a clause in every subcontract imposing the same duties upon subcontractor(s). With City's prior written approval, Contractor and its subcontractor(s) may retain and use copies of such works for reference and as documentation of their respective experience and capabilities.

Article 10 Additional Requirements Incorporated by Reference

10.1 Laws Incorporated by Reference. The full text of the laws listed in this Article 10, including enforcement and penalty provisions, are incorporated by reference into this Agreement. The full text of the San Francisco Municipal Code provisions incorporated by reference in this Article and elsewhere in the Agreement ("Mandatory City Requirements") are available at http://www.amlegal.com/codes/client/san-francisco_ca/

10.2 Conflict of Interest. By executing this Agreement, Contractor certifies that it does not know of any fact which constitutes a violation of Section 15.103 of the City's Charter; Article III, Chapter 2 of City's Campaign and Governmental Conduct Code; Title 9, Chapter 7 of the California Government Code (Section 87100 *et seq.*), or Title 1, Division 4, Chapter 1, Article 4 of the California Government Code (Section 1090 *et seq.*), and further agrees promptly to notify the City if it becomes aware of any such fact during the term of this Agreement.

10.3 Prohibition on Use of Public Funds for Political Activity. In performing the Services, Contractor shall comply with San Francisco Administrative Code Chapter 12G, which prohibits funds appropriated by the City for this Agreement from being expended to participate in, support, or attempt to influence any political campaign for a candidate or for a ballot measure. Contractor is subject to the enforcement and penalty provisions in Chapter 12G.

10.4 Reserved.

10.5 Nondiscrimination Requirements

10.5.1 Non Discrimination in Contracts. Contractor shall comply with the provisions of Chapters 12B and 12C of the San Francisco Administrative Code. Contractor shall incorporate by reference in all subcontracts the provisions of Sections 12B.2(a), 12B.2(c)-(k), and 12C.3 of the San Francisco Administrative Code and shall require all subcontractors to comply with such provisions. Contractor is subject to the enforcement and penalty provisions in Chapters 12B and 12C.

10.5.2 Nondiscrimination in the Provision of Employee Benefits. San Francisco Administrative Code 12B.2. Contractor does not as of the date of this Agreement, and will not during the term of this Agreement, in any of its operations in San Francisco, on real property owned by San Francisco, or where work is being performed for the City elsewhere in the United States, discriminate in the provision of employee benefits between employees with domestic partners and employees with spouses and/or between the domestic partners and spouses of such employees, subject to the conditions set forth in San Francisco Administrative Code Section 12B.2.

10.6 Local Business Enterprise and Non-Discrimination in Contracting Ordinance. Contractor shall comply with all applicable provisions of Chapter 14B ("LBE Ordinance"). Contractor is subject to the enforcement and penalty provisions in Chapter 14B.

10.7 Minimum Compensation Ordinance. Contractor shall pay covered employees no less than the minimum compensation required by San Francisco Administrative Code Chapter 12P. Contractor is subject to the enforcement and penalty provisions in Chapter 12P. By signing and executing this Agreement, Contractor certifies that it is in compliance with Chapter 12P.

10.8 Health Care Accountability Ordinance. Contractor shall comply with San Francisco Administrative Code Chapter 12Q. Contractor shall choose and perform one of the Health Care Accountability options set forth in San Francisco Administrative Code Chapter 12Q.3. Contractor is subject to the enforcement and penalty provisions in Chapter 12Q.

10.9 First Source Hiring Program. Contractor must comply with all of the provisions of the First Source Hiring Program, Chapter 83 of the San Francisco Administrative Code, that apply to this Agreement, and Contractor is subject to the enforcement and penalty provisions in Chapter 83.

10.10 Alcohol and Drug-Free Workplace. City reserves the right to deny access to, or require Contractor to remove from, City facilities personnel of any Contractor or subcontractor who City has reasonable grounds to believe has engaged in alcohol abuse or illegal drug activity which in any way impairs City's ability to maintain safe work facilities or to protect the health and well-being of City employees and the general public. City shall have the right of final approval for the entry or re-entry of any such person previously denied access to, or removed from, City facilities. Illegal drug activity means possessing, furnishing, selling, offering, purchasing, using or being under the influence of illegal drugs or other controlled substances for which the individual lacks a valid prescription. Alcohol abuse means possessing, furnishing, selling, offering, or using alcoholic beverages, or being under the influence of alcohol.

Contractor agrees in the performance of this Agreement to maintain a drug-free workplace by notifying employees that unlawful drug use is prohibited and specifying what actions will be taken against

employees for violations; establishing an on-going drug-free awareness program that includes employee notification and, as appropriate, rehabilitation. Contractor can comply with this requirement by implementing a drug-free workplace program that complies with the Federal Drug-Free Workplace Act of 1988 (41 U.S.C. § 701) [or California Drug-Free Workplace Act of 1990 Cal. Gov. Code, § 8350 et seq., if state funds involved].

10.11 Limitations on Contributions. By executing this Agreement, Contractor acknowledges that it is familiar with section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with the City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, or for a grant, loan or loan guarantee, from making any campaign contribution to (1) an individual holding a City elective office if the contract must be approved by the individual, a board on which that individual serves, or the board of a state agency on which an appointee of that individual serves, (2) a candidate for the office held by such individual, or (3) a committee controlled by such individual, at any time from the commencement of negotiations for the contract until the later of either the termination of negotiations for such contract or six months after the date the contract is approved. The prohibition on contributions applies to each prospective party to the contract; each member of Contractor's board of directors; Contractor's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 20 percent in Contractor; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Contractor. Contractor must inform each such person of the limitation on contributions imposed by Section 1.126 and provide the names of the persons required to be informed to City.

10.12 Reserved. (Slavery Era Disclosure)

10.13 Working with Minors. In accordance with California Public Resources Code Section 5164, if Contractor, or any subcontractor, is providing services at a City park, playground, recreational center or beach, Contractor shall not hire, and shall prevent its subcontractors from hiring, any person for employment or a volunteer position in a position having supervisory or disciplinary authority over a minor if that person has been convicted of any offense listed in Public Resources Code Section 5164. In addition, if Contractor, or any subcontractor, is providing services to the City involving the supervision or discipline of minors or where Contractor, or any subcontractor, will be working with minors in an unaccompanied setting on more than an incidental or occasional basis, Contractor and any subcontractor shall comply with any and all applicable requirements under federal or state law mandating criminal history screening for such positions and/or prohibiting employment of certain persons including but not limited to California Penal Code Section 290.95. In the event of a conflict between this section and Section 10.14, "Consideration of Criminal History in Hiring and Employment Decisions," of this Agreement, this section shall control.

10.14 Consideration of Criminal History in Hiring and Employment Decisions

10.14.1 Contractor agrees to comply fully with and be bound by all of the provisions of Chapter 12T, "City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions," of the San Francisco Administrative Code ("Chapter 12T"), including the remedies provided, and implementing regulations, as may be amended from time to time. The provisions

of Chapter 12T are incorporated by reference and made a part of this Agreement as though fully set forth herein. The text of the Chapter 12T is available on the web at <http://sfgov.org/olse/fco>. Contractor is required to comply with all of the applicable provisions of 12T, irrespective of the listing of obligations in this Section. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 12T.

10.14.2 The requirements of Chapter 12T shall only apply to a Contractor's or Subcontractor's operations to the extent those operations are in furtherance of the performance of this Agreement, shall apply only to applicants and employees who would be or are performing work in furtherance of this Agreement, and shall apply when the physical location of the employment or prospective employment of an individual is wholly or substantially within the City of San Francisco. Chapter 12T shall not apply when the application in a particular context would conflict with federal or state law or with a requirement of a government agency implementing federal or state law.

10.15 **Public Access to Nonprofit Records and Meetings.** If Contractor receives a cumulative total per year of at least \$250,000 in City funds or City-administered funds and is a non-profit organization as defined in Chapter 12L of the San Francisco Administrative Code, Contractor must comply with the City's Public Access to Nonprofit Records and Meetings requirements, as set forth in Chapter 12L of the San Francisco Administrative Code, including the remedies provided therein.

10.16 **Food Service Waste Reduction Requirements.** Contractor shall comply with the Food Service Waste Reduction Ordinance, as set forth in San Francisco Environment Code Chapter 16, including but not limited to the remedies for noncompliance provided therein.

10.17 **Reserved. (Sugar-Sweetened Beverage Prohibition.)**

10.18 **Reserved. (Tropical Hardwood and Virgin Redwood Ban).**

10.19 **Reserved. (Preservative Treated Wood Products)**

Article 11 General Provisions

11.1 **Notices to the Parties.** Unless otherwise indicated in this Agreement, all written communications sent by the Parties may be by U.S. mail or e-mail, and shall be addressed as follows:

To CITY:	Office of Contract Management and Compliance Department of Public Health 1380 Howard Street, Room 419 San Francisco, California 94103	FAX: (415) 252-3088 e-mail: ada.ling@sfdph.org
And:	Stephanie Yang, Program Manager Contract Development & Technical Assistance	

Department of Public Health
1380 Howard Street, 5/F
San Francisco, California 94103

FAX: (415) 255-3567
e-mail: Stephanie.yang@sfdph.org

To CONTRACTOR: Katherine West
2275 Arlington Drive
San Leandro, California 94578

FAX: (510) 317-1426
e-mail: ken@senecacenter.org

Any notice of default must be sent by registered mail. Either Party may change the address to which notice is to be sent by giving written notice thereof to the other Party. If email notification is used, the sender must specify a receipt notice.

11.2 Compliance with Americans with Disabilities Act. Contractor shall provide the Services in a manner that complies with the Americans with Disabilities Act (ADA), including but not limited to Title II's program access requirements, and all other applicable federal, state and local disability rights legislation.

11.3 Reserved.

11.4 Sunshine Ordinance. Contractor acknowledges that this Agreement and all records related to its formation, Contractor's performance of Services, and City's payment are subject to the California Public Records Act, (California Government Code §6250 et. seq.), and the San Francisco Sunshine Ordinance, (San Francisco Administrative Code Chapter 67). Such records are subject to public inspection and copying unless exempt from disclosure under federal, state or local law.

11.5 Modification of this Agreement. This Agreement may not be modified, nor may compliance with any of its terms be waived, except as noted in Section 11.1, "Notices to Parties," regarding change in personnel or place, and except by written instrument executed and approved in the same manner as this Agreement.

11.6 Dispute Resolution Procedure.

11.6.1 Negotiation; Alternative Dispute Resolution. The Parties will attempt in good faith to resolve any dispute or controversy arising out of or relating to the performance of services under this Agreement. If the Parties are unable to resolve the dispute, then, pursuant to San Francisco Administrative Code Section 21.36, Contractor may submit to the Contracting Officer a written request for administrative review and documentation of the Contractor's claim(s). Upon such request, the Contracting Officer shall promptly issue an administrative decision in writing, stating the reasons for the action taken and informing the Contractor of its right to judicial review. If agreed by both Parties in writing, disputes may be resolved by a mutually agreed-upon alternative dispute resolution process. If the parties do not mutually agree to an alternative dispute resolution process or such efforts do not resolve the dispute, then either Party may pursue any remedy available under California law. The status of any dispute or controversy notwithstanding, Contractor shall proceed diligently with the performance of its obligations under this Agreement in accordance with the Agreement and the written directions of the City. Neither Party will be entitled to legal fees or costs for matters resolved under this section.

11.6.2 Government Code Claim Requirement. No suit for money or damages may be brought against the City until a written claim therefor has been presented to and rejected by the City in

conformity with the provisions of San Francisco Administrative Code Chapter 10 and California Government Code Section 900, et seq. Nothing set forth in this Agreement shall operate to toll, waive or excuse Contractor's compliance with the California Government Code Claim requirements set forth in San Francisco Administrative Code Chapter 10 and California Government Code Section 900, et seq.

11.6.3 Health and Human Service Contract Dispute Resolution Procedure. The Parties shall resolve disputes that have not been resolved administratively by other departmental remedies in accordance with the Dispute Resolution Procedure set forth in Appendix G incorporated herein by this reference.

11.7 Agreement Made in California; Venue. The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in San Francisco.

11.8 Construction. All paragraph captions are for reference only and shall not be considered in construing this Agreement.

11.9 Entire Agreement. This contract sets forth the entire Agreement between the parties, and supersedes all other oral or written provisions. This Agreement may be modified only as provided in Section 11.5, "Modification of this Agreement."

11.10 Compliance with Laws. Contractor shall keep itself fully informed of the City's Charter, codes, ordinances and duly adopted rules and regulations of the City and of all state, and federal laws in any manner affecting the performance of this Agreement, and must at all times comply with such local codes, ordinances, and regulations and all applicable laws as they may be amended from time to time.

11.11 Severability. Should the application of any provision of this Agreement to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this Agreement shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the parties and shall be reformed without further action by the parties to the extent necessary to make such provision valid and enforceable.

11.12 Cooperative Drafting. This Agreement has been drafted through a cooperative effort of City and Contractor, and both Parties have had an opportunity to have the Agreement reviewed and revised by legal counsel. No Party shall be considered the drafter of this Agreement, and no presumption or rule that an ambiguity shall be construed against the Party drafting the clause shall apply to the interpretation or enforcement of this Agreement.

11.13 Order of Precedence. Contractor agrees to perform the services described below in accordance with the terms and conditions of this Agreement, implementing task orders, the Sole Source Waiver, and Contractor's proposal dated February 14, 2017. The Sole Source Waiver and Contractor's proposal are incorporated by reference as though fully set forth herein. Should there be a conflict of terms or conditions, this Agreement and any implementing task orders shall control over the Sole Source Waiver and the Contractor's proposal.

Article 12 Department Specific Terms

12.1 Third Party Beneficiaries.

No third parties are intended by the parties hereto to be third party beneficiaries under this Agreement, and no action to enforce the terms of this Agreement may be brought against either party by any person who is not a party hereto.

12.2 Exclusion Lists and Employee Verification. Upon hire and monthly thereafter, Contractor will check the exclusion lists published by the Office of the Inspector General (OIG), General Services Administration (GSA), and the California Department of Health Care Services (DHCS) to ensure that any employee, temporary employee, volunteer, consultant, or governing body member responsible for oversight, administering or delivering state or federally-funded services who is on any of these lists is excluded from (may not work in) your program or agency. Proof of checking these lists will be retained for seven years.

12.3 Certification Regarding Lobbying.

CONTRACTOR certifies to the best of its knowledge and belief that:

A. No federally appropriated funds have been paid or will be paid, by or on behalf of CONTRACTOR to any persons for influencing or attempting to influence an officer or an employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the entering into of any federal cooperative agreement, or the extension, continuation, renewal, amendment, or modification of a federal contract, grant, loan or cooperative agreement.

B. If any funds other than federally appropriated funds have been paid or will be paid to any persons for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan or cooperative agreement, CONTRACTOR shall complete and submit Standard Form -111, "Disclosure Form to Report Lobbying," in accordance with the form's instructions.

C. CONTRACTOR shall require the language of this certification be included in the award documents for all subawards at all tiers, (including subcontracts, subgrants, and contracts under grants, loans and cooperation agreements) and that all subrecipients shall certify and disclose accordingly.

D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

12.4 Materials Review.

CONTRACTOR agrees that all materials, including without limitation print, audio, video, and electronic materials, developed, produced, or distributed by personnel or with funding under this Agreement shall be subject to review and approval by the Contract Administrator prior to such production, development or distribution. CONTRACTOR agrees to provide such materials sufficiently in advance of any deadlines to allow for adequate review. CITY agrees to conduct the review in a manner which does not impose unreasonable delays on CONTRACTOR'S work, which may include review by members of target communities.

12.5 Emergency Response.

CONTRACTOR will develop and maintain an Agency Disaster and Emergency Response Plan containing Site Specific Emergency Response Plan(s) for each of its service sites. The agency-wide plan should address disaster coordination between and among service sites. CONTRACTOR will update the Agency/site(s) plan as needed and CONTRACTOR will train all employees regarding the provisions of the plan for their Agency/site(s). CONTRACTOR will attest on its annual Community Programs' Contractor Declaration of Compliance whether it has developed and maintained an Agency Disaster and Emergency Response Plan, including a site specific emergency response plan for each of its service site. CONTRACTOR is advised that Community Programs Contract Compliance Section staff will review these plans during a compliance site review. Information should be kept in an Agency/Program Administrative Binder, along with other contractual documentation requirements for easy accessibility and inspection

In a declared emergency, CONTRACTOR'S employees shall become emergency workers and participate in the emergency response of Community Programs, Department of Public Health. Contractors are required to identify and keep Community Programs staff informed as to which two staff members will serve as CONTRACTOR'S prime contacts with Community Programs in the event of a declared emergency.

Article 13 Data and Security

13.1 Nondisclosure of Private, Proprietary or Confidential Information.

13.1.1 If this Agreement requires City to disclose "Private Information" to Contractor within the meaning of San Francisco Administrative Code Chapter 12M, Contractor and subcontractor shall use such information only in accordance with the restrictions stated in Chapter 12M and in this Agreement and only as necessary in performing the Services. Contractor is subject to the enforcement and penalty provisions in Chapter 12M.

13.1.2 In the performance of Services, Contractor may have access to City's proprietary or confidential information, the disclosure of which to third parties may damage City. If City discloses proprietary or confidential information to Contractor, such information must be held by Contractor in confidence and used only in performing the Agreement. Contractor shall exercise the same standard of care to protect such information as a reasonably prudent contractor would use to protect its own proprietary or confidential information.

13.2 Reserved. (Payment Card Industry ("PCI") Requirements.

13.3 Business Associate Agreement.

The parties acknowledge that CITY is a Covered Entity as defined in the Healthcare Insurance Portability and Accountability Act of 1996 ("HIPAA") and is required to comply with the HIPAA Privacy Rule governing the access, use, disclosure, transmission, and storage of protected health information

(PHI) and the Security Rule under the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("the HITECH Act").

The parties acknowledge that CONTRACTOR will:

1. ☒ Do at least one or more of the following:
 - A. Create, receive, maintain, or transmit PHI for or on behalf of CITY/SFDPH (including storage of PHI, digital or hard copy, even if Contractor does not view the PHI or only does so on a random or infrequent basis); or
 - B. Receive PHI, or access to PHI, from CITY/SFDPH or another Business Associate of City, as part of providing a service to or for CITY/SFDPH, including legal, actuarial, accounting, consulting, data aggregation, management, administrative, accreditation, or financial; or
 - C. Transmit PHI data for CITY/SFDPH and require access on a regular basis to such PHI. (Such as health information exchanges (HIEs), e-prescribing gateways, or electronic health record vendors)

FOR PURPOSES OF THIS AGREEMENT, CONTRACTOR IS A BUSINESS ASSOCIATE OF CITY/SFDPH, AS DEFINED UNDER HIPAA. CONTRACTOR MUST COMPLY WITH AND COMPLETE THE FOLLOWING ATTACHED DOCUMENTS, INCORPORATED TO THIS AGREEMENT AS THOUGH FULLY SET FORTH HEREIN:

- a. **Appendix E SFDPH Business Associate Agreement (BAA) (04-12-2018)**
 1. SFDPH Attestation 1 PRIVACY (06-07-2017)
 2. SFDPH Attestation 2 DATA SECURITY (06-07-2017)

2. ☐ **NOT** do any of the activities listed above in subsection 1;
Contractor is not a Business Associate of CITY/SFDPH. Appendix E and attestations are not required for the purposes of this Agreement.

13.4 Protected Health Information. Contractor, all subcontractors, all agents and employees of Contractor and any subcontractor shall comply with all federal and state laws regarding the transmission, storage and protection of all private health information disclosed to Contractor by City in the performance of this Agreement. Contractor agrees that any failure of Contractor to comply with the requirements of federal and/or state and/or local privacy laws shall be a material breach of the Contract. In the event that City pays a regulatory fine, and/or is assessed civil penalties or damages through private rights of action, based on an impermissible use or disclosure of protected health information given to Contractor or its subcontractors or agents by City, Contractor shall indemnify City for the amount of such fine or penalties or damages, including costs of notification. In such an event, in addition to any other remedies available to it under equity or law, the City may terminate the Contract.

Article 14 MacBride And Signature

14.1 **MacBride Principles -Northern Ireland.** The provisions of San Francisco Administrative Code §12F are incorporated herein by this reference and made part of this Agreement. By signing this Agreement, Contractor confirms that Contractor has read and understood that the City urges companies doing business in Northern Ireland to resolve employment inequities and to abide by the MacBride Principles, and urges San Francisco companies to do business with corporations that abide by the MacBride Principles.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day first mentioned above.

CITY

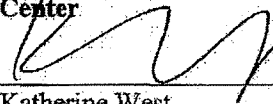
Recommended by:



Barbara A. Garcia, MPA
Director of Health
Department of Public Health

CONTRACTOR

Seneca Family of Agencies – dba Seneca Center



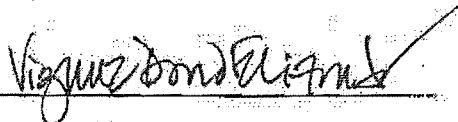
Katherine West
Executive Director
2275 Arlington Drive
San Leandro, California 94578

City vendor number: 0000011264

Approved as to Form:

Dennis J. Herrera
City Attorney

By:



Deputy City Attorney

Approved:

Jaci Fong
Director of the Office of Contract Administration, and
Purchaser

Appendices

- A: Scope of Services**
- B: Calculation of Charges**
- C: Reserved**
- D: Reserved**
- E: HIPAA Business Associate Agreement**
- F: Reserved**
- G: Dispute Resolution Procedure**
- H: San Francisco Department of Public Health
Privacy Policy Compliance Standard**
- I: The Declaration of Compliance**

Appendix A
Scope of Services – DPH Behavioral Health Services

1. Terms

- | | |
|---|---|
| A. Contract Administrator | N. Patients' Rights |
| B. Reports | O. Under-Utilization Reports |
| C. Evaluation | P. Quality Improvement |
| D. Possession of Licenses/Permits | Q. Working Trial Balance with Year-End Cost Report |
| E. Adequate Resources | R. Harm Reduction |
| F. Admission Policy | S. Compliance with Behavioral Health Services Policies and Procedures |
| G. San Francisco Residents Only | T. Fire Clearance |
| H. Grievance Procedure | U. Clinics to Remain Open |
| I. Infection Control, Health and Safety | V. Compliance with Grant Award Notices |
| J. Aerosol Transmissible Disease Program, Health and Safety | |
| K. Acknowledgement of Funding | 2. Description of Services |
| L. Client Fees and Third Party Revenue | 3. Services Provided by Attorneys |
| M. DPH Behavioral Health (BHS) Electronic Health Records (EHR) System | |

1. Terms

A. Contract Administrator:

In performing the Services hereunder, Contractor shall report to **Stephanie Yang**, Contract Administrator for the City, or his / her designee.

B. Reports:

Contractor shall submit written reports as requested by the City. The format for the content of such reports shall be determined by the City. The timely submission of all reports is a necessary and material term and condition of this Agreement. All reports, including any copies, shall be submitted on recycled paper and printed on double-sided pages to the maximum extent possible.

C. Evaluation:

Contractor shall participate as requested with the City, State and/or Federal government in evaluative studies designed to show the effectiveness of Contractor's Services. Contractor agrees to meet the requirements of and participate in the evaluation program and management information systems of the City. The City agrees that any final written reports generated through the evaluation program shall be made available to Contractor within thirty (30) working days. Contractor may submit a written response within thirty working days of receipt of any evaluation report and such response will become part of the official report.

D. Possession of Licenses/Permits:

Contractor warrants the possession of all licenses and/or permits required by the laws and regulations of the United States, the State of California, and the City to provide the Services. Failure to maintain these licenses and permits shall constitute a material breach of this Agreement.

E. Adequate Resources:

Contractor agrees that it has secured or shall secure at its own expense all persons, employees and equipment required to perform the Services required under this Agreement, and that all such Services shall be performed by Contractor, or under Contractor's supervision, by persons authorized by law to perform such Services.

F. Admission Policy:

Admission policies for the Services shall be in writing and available to the public. Except to the extent that the Services are to be rendered to a specific population as described in the programs listed in Section 2 of Appendix A, such policies must include a provision that clients are accepted for care without discrimination on the basis of race, color, creed, religion, sex, age, national origin, ancestry, sexual orientation, gender identification, disability, or AIDS/HIV status.

G. San Francisco Residents Only:

Only San Francisco residents shall be treated under the terms of this Agreement. Exceptions must have the written approval of the Contract Administrator.

H. Grievance Procedure:

Contractor agrees to establish and maintain a written Client Grievance Procedure which shall include the following elements as well as others that may be appropriate to the Services: (1) the name or title of the person or persons authorized to make a determination regarding the grievance; (2) the opportunity for the aggrieved party to discuss the grievance with those who will be making the determination; and (3) the right of a client dissatisfied with the decision to ask for a review and recommendation from the community advisory board or planning council that has purview over the aggrieved service. Contractor shall provide a copy of this procedure, and any amendments thereto, to each client and to the Director of Public Health or his/her designated agent (hereinafter referred to as "DIRECTOR"). Those clients who do not receive direct Services will be provided a copy of this procedure upon request.

I. Infection Control, Health and Safety:

(1) Contractor must have a Bloodborne Pathogen (BBP) Exposure Control plan as defined in the California Code of Regulations, Title 8, Section 5193, Bloodborne Pathogens (<http://www.dir.ca.gov/title8/5193.html>), and demonstrate compliance with all requirements including, but not limited to, exposure determination, training, immunization, use of personal protective equipment and safe needle devices, maintenance of a sharps injury log, post-exposure medical evaluations, and recordkeeping.

(2) Contractor must demonstrate personnel policies/procedures for protection of staff and clients from other communicable diseases prevalent in the population served. Such policies and procedures shall include, but not be limited to, work practices, personal protective equipment, staff/client Tuberculosis (TB) surveillance, training, etc.

(3) Contractor must demonstrate personnel policies/procedures for Tuberculosis (TB) exposure control consistent with the Centers for Disease Control and Prevention (CDC) recommendations for health care facilities and based on the Francis J. Curry National Tuberculosis Center: Template for Clinic Settings, as appropriate.

(4) Contractor is responsible for site conditions, equipment, health and safety of their employees, and all other persons who work or visit the job site.

(5) Contractor shall assume liability for any and all work-related injuries/illnesses including infectious exposures such as BBP and TB and demonstrate appropriate policies and procedures for reporting such events and providing appropriate post-exposure medical management as required by State workers' compensation laws and regulations.

(6) Contractor shall comply with all applicable Cal-OSHA standards including maintenance of the OSHA 300 Log of Work-Related Injuries and Illnesses.

(7) Contractor assumes responsibility for procuring all medical equipment and supplies for use by their staff, including safe needle devices, and provides and documents all appropriate training.

(8) Contractor shall demonstrate compliance with all state and local regulations with regard to handling and disposing of medical waste.

J. Aerosol Transmissible Disease Program, Health and Safety:

(1) Contractor must have an Aerosol Transmissible Disease (ATD) Program as defined in the California Code of Regulations, Title 8, Section 5199, Aerosol Transmissible Diseases (<http://www.dir.ca.gov/Title8/5199.html>), and demonstrate compliance with all requirements including, but not limited to, exposure determination, screening procedures, source control measures, use of personal protective equipment, referral procedures, training, immunization, post-exposure medical evaluations/follow-up, and recordkeeping.

(2) Contractor shall assume liability for any and all work-related injuries/illnesses including infectious exposures such as Aerosol Transmissible Disease and demonstrate appropriate policies and procedures for reporting such events and providing appropriate post-exposure medical management as required by State workers' compensation laws and regulations.

(3) Contractor shall comply with all applicable Cal-OSHA standards including maintenance of the OSHA 300 Log of Work-Related Injuries and Illnesses.

(4) Contractor assumes responsibility for procuring all medical equipment and supplies for use by their staff, including Personnel Protective Equipment such as respirators, and provides and documents all appropriate training.

K. Acknowledgment of Funding:

Contractor agrees to acknowledge the San Francisco Department of Public Health in any printed material or public announcement describing the San Francisco Department of Public Health-funded Services. Such documents or announcements shall contain a credit substantially as follows: "This program/service/activity/research project was funded through the Department of Public Health, City and County of San Francisco."

L. Client Fees and Third Party Revenue:

(1) Fees required by Federal, state or City laws or regulations to be billed to the client, client's family, Medicare or insurance company, shall be determined in accordance with the client's ability to pay and in conformance with all applicable laws. Such fees shall approximate actual cost. No additional fees may be charged to the client or the client's family for the Services. Inability to pay shall not be the basis for denial of any Services provided under this Agreement.

(2) Contractor agrees that revenues or fees received by Contractor related to Services performed and materials developed or distributed with funding under this Agreement shall be used to increase the gross program funding such that a greater number of persons may receive Services. Accordingly, these revenues and fees shall not be deducted by Contractor from its billing to the City, but will be settled during the provider's settlement process.

M. DPH Behavioral Health Services (BHS) Electronic Health Records (EHR) System

Treatment Service Providers use the BHS Electronic Health Records System and follow data reporting procedures set forth by SFDPH Information Technology (IT), BHS Quality Management and BHS Program Administration.

N. Patients' Rights:

All applicable Patients' Rights laws and procedures shall be implemented.

O. Under-Utilization Reports:

For any quarter that CONTRACTOR maintains less than ninety percent (90%) of the total agreed upon units of service for any mode of service hereunder, CONTRACTOR shall immediately notify the Contract Administrator in writing and shall specify the number of underutilized units of service.

P. Quality Improvement:

CONTRACTOR agrees to develop and implement a Quality Improvement Plan based on internal standards established by CONTRACTOR applicable to the SERVICES as follows:

- (1) Staff evaluations completed on an annual basis.
- (2) Personnel policies and procedures in place, reviewed and updated annually.
- (3) Board Review of Quality Improvement Plan.

Q. Working Trial Balance with Year-End Cost Report

If CONTRACTOR is a Non-Hospital Provider as defined in the State of California Department of Mental Health Cost Reporting Data Collection Manual, it agrees to submit a working trial balance with the year-end cost report.

R. Harm Reduction

The program has a written internal Harm Reduction Policy that includes the guiding principles per Resolution # 10-00 810611 of the San Francisco Department of Public Health Commission.

S. Compliance with Behavioral Health Services Policies and Procedures

In the provision of SERVICES under BHS contracts, CONTRACTOR shall follow all applicable policies and procedures established for contractors by BHS, as applicable, and shall keep itself duly informed of such policies. Lack of knowledge of such policies and procedures shall not be an allowable reason for noncompliance.

T. Fire Clearance

Space owned, leased or operated by San Francisco Department of Public Health providers, including satellite sites, and used by CLIENTS or STAFF shall meet local fire codes. Providers shall undergo of fire safety inspections at least every three (3) years and documentation of fire safety, or corrections of any deficiencies, shall be made available to reviewers upon request."

U. Clinics to Remain Open:

Outpatient clinics are part of the San Francisco Department of Public Health Community Behavioral Health Services (CBHS) Mental Health Services public safety net; as such, these clinics are to remain open to referrals from the CBHS Behavioral Health Access Center (BHAC), to individuals requesting services from the clinic directly, and to individuals being referred from institutional care. Clinics serving children, including comprehensive clinics, shall remain open to referrals from the 3632 unit and the Foster Care unit. Remaining open shall be in force for the duration of this Agreement.

Payment for SERVICES provided under this Agreement may be withheld if an outpatient clinic does not remain open.

Remaining open shall include offering individuals being referred or requesting SERVICES appointments within 24-48 hours (1-2 working days) for the purpose of assessment and disposition/treatment planning, and for arranging appropriate dispositions.

In the event that the CONTRACTOR, following completion of an assessment, determines that it cannot provide treatment to a client meeting medical necessity criteria, CONTRACTOR shall be responsible for the client until CONTRACTOR is able to secure appropriate services for the client.

CONTRACTOR acknowledges its understanding that failure to provide SERVICES in full as specified in Appendix A of this Agreement may result in immediate or future disallowance of payment for such SERVICES, in full or in part, and may also result in CONTRACTOR'S default or in termination of this Agreement.

V. Compliance with Grant Award Notices:

Contractor recognizes that funding for this Agreement may be provided to the City through federal, State or private grant funds. Contractor agrees to comply with the provisions of the City's agreements with said funding sources, which agreements are incorporated by reference as though fully set forth.

Contractor agrees that funds received by Contractor from a source other than the City to defray any portion of the reimbursable costs allowable under this Agreement shall be reported to the City and deducted by Contractor from its billings to the City to ensure that no portion of the City's reimbursement to Contractor is duplicated.

2. **Description of Services**

Contractor agrees to perform the following Services:

All written Deliverables, including any copies, shall be submitted on recycled paper and printed on double-sided pages to the maximum extent possible.

Detailed description of services are listed below and are attached hereto

- Appendix A-1 Therapeutic Behavioral Services (TBS)
- Appendix A -2 Intensive Therapeutic Foster Care (ITFC)
- Appendix A-3 Short Term Connections-Intensive Support Services
- Appendix A-4 Long Term Connections – Wraparound Services
- Appendix A-5 School Based Services
- Appendix A-6 Youth Transitional Services (YTS)
- Appendix A-7 All in Higher
- Appendix A-8 Reserved
- Appendix A-9 San Francisco Connections Dialectical Behavioral Therapy Program (DBT)
- Appendix A-10 SOAR
- Appendix A-11 Compass

3. **Services Provided by Attorneys.** Any services to be provided by a law firm or attorney to the City must be reviewed and approved in writing in advance by the City Attorney. No invoices for services provided by law firms or attorneys, including, without limitation, as subcontractors of Contractor, will be paid unless the provider received advance written approval from the City Attorney.

Contractor: Seneca Center
Program: Therapeutic Behavioral Services (TBS)
Based on Fiscal Year: 18-19

Appendix A-1
Contract Term: 7/1/18- 6/30/22
FSP#: 1000009939

1. **PROGRAM NAME: Therapeutic Behavioral Services (TBS)**
PROGRAM NAME: 2513 24th Street
CITY, STATE, ZIP CODE: San Francisco, CA 94110
TELEPHONE: 415-642-5968
FACSIMILE: 415-695-1263
Program Code: 38CQ5 (Seneca Connections TBS)

Contractor Address: Seneca Family of Agencies, 6925 Chabot Rd.
City, State, Zip Code: Oakland, CA 94618

Name of Person Completing this Narrative: Janet Briggs
Telephone: (510)-300-6325

2. **NATURE OF DOCUMENT**

☒ New ☐ Renewal ☐ Modification

3. **GOAL STATEMENT**

TBS services are provided to clients in need of services to prevent placement disruption or to increase the likelihood of a successful transition to a lower level of care.

4. **TARGET POPULATION**

Children and adolescents referred by S.F. CBHS who are medi-cal eligible and meet class and eligibility requirements for TBS.

5. **MODALITIES/INTERVENTIONS**

A. **Modality of service/intervention:** Refer to CRDC.

B. **Definition of Billable Services:**

Therapeutic Behavioral Services: Therapeutic Behavioral Services (TBS) is a short term, intensive, one-to-one behavioral intervention available to certain mental health system clients who are EPSDT Medi-Cal eligible, and whose behaviors or symptoms are placing them at risk of placement in a higher level of care or preventing them from stepping down from level 12 or higher group home care.

6. **METHODOLOGY**

Treatment services are designed to stabilize placements or increase the likelihood of a successful transition to a lower level of care. Services will supplement those mental health services already in place, and be provided in the most appropriate setting. Services

will be individualized and designed to meet the unique needs of each child referred for services.

Services will:

- be provided as needed,
- reflect treatment planning that includes measurable objectives for each client;
- be culturally appropriate.

7. **OBJECTIVES AND MEASUREMENTS**

All objectives, and descriptions of how objectives will be measured, are contained in the BHS document entitled Performance Objectives FY 18-19.

8. **CONTINUOUS QUALITY IMPROVEMENT (CQI):**

Seneca Family of Agencies (SFA) has a robust continuous quality improvement (CQI) program that serves to ensure compliance with local, state and federal requirements. Additionally, CQI activities are used to monitor and improve the quality of services provided by SFA. SFA's Quality Assurance (QA) department works closely with agency/program leaders to identify areas of program improvement through clinical discussion, electronic health record reports and/or review of incident reports.

A. Achievement of Contract Performance Objectives

Contract performance objectives are monitored closely by both the QA director and program leadership to ensure that all objectives are achieved. The method for tracking progress in performance objectives varies based on the objective, but include close consultation with SFDPH staff, utilization of Avatar and Seneca electronic health record reports and data analysis by SFA's performance improvement and quality assurance staff.

Specifically, service units are monitored on a monthly basis by QA and program staff to ensure timely and adequate billing as a reflection of quantity of service provided. Reports are provided weekly to program managers regarding the number of minutes billed and the timeliness in which notes are written. Service units are also monitored on a monthly basis by QA and accounting to ensure timely claiming in Avatar. Additionally, all clinical staff members receive CANS training annually. This training is tracked closely in Seneca's electronic learning management system and monitored by program supervisors and QA staff to ensure compliance. Also, SFA's QA Director, Division Director or their designee attend all CANS superuser calls and county provider meetings.

Lastly, timely CANS and Plan of Care documentation is monitored closely through SFA's internal audit process (see below) and also via Avatar reports.

B. Documentation Quality, including internal audits

Program leaders work with the QA department to ensure compliance with all documentation standards. The QA department facilitates monthly Utilization Review meetings in each program that includes a review of charts to monitor the clinical utility of

services as well as the thorough completion of clinical documentation. A UR checklist was developed to ensure that all items required by the county are present in the chart. If charts are found to be in need of improvement, they return to UR meetings monthly until the corrections are made. All charts in a program are reviewed between 30-60 days of entry into the program and every 6 months thereafter, in a timeline that coincides with the due dates for updated clinical documentation. A final review occurs within 30 days after discharge to ensure that all final documentation is completed as required.

C. Cultural competency of staff and services

All staff members working in our programs are required to obtain cultural competency training annually. These trainings can reflect a number of topics and are carefully monitored by SFA's training department to ensure relevance to ensuring the cultural competency of staff. Reports on staff attendance are monitored through Seneca's learning management software by program leadership and reported during compliance audit visits annually.

Additionally, due to the size of the SFA San Francisco contract, program managers participate in county cultural competence training and write an annual cultural competence report. This report documents staff cultural make-up, recruitment efforts to ensure diversity and language capacities available to clients and families.

D. Client Satisfaction

Client and caregiver satisfaction surveys are distributed annually at the direction of SFDPH. Distribution of surveys is managed by QA staff to ensure that all eligible clients and families are provided with the opportunity to provide feedback to the programs and county. Staff members are available to provide assistance to any clients or caregivers who request help completing their surveys. Once all surveys are returned, they are provided en masse to staff at SFDPH to ensure a 100% completion rate.

E. Measurement, analysis, and use of CANS or ANSA data

For situations where formal assessments are required for Seneca charts but are not completed by private practitioners, a CANS Initial Assessment is conducted to inform the treatment planning process. CANS Assessments are updated every six or twelve months to track client progress over time. Depending on County reporting requirements, CANS data are analyzed by Seneca's Department of Performance Improvement to show change in CANS items at a program level.

9. REQUIRED LANGUAGE (if applicable):

Not applicable.

Contractor: Seneca Family of Agencies
Program: Intensive Treatment Foster Care (ITFC)
Based on Fiscal Year: 18-19

Appendix A-2
Contract Term: 07.01.18 - 06.30.22
FSP#: 1000009939

1. **PROGRAM NAME:** Intensive Treatment Foster Care (ITFC)
PROGRAM ADDRESS: 2513 24th Street
CITY, STATE, ZIP CODE: San Francisco, CA 94110
TELEPHONE: 415-642-5968
FACSIMILE: 415-695-1263
Program Code: 38CQ6 (Seneca Connections ITFC Placement)

Contractor Address: Seneca Family of Agencies, 6925 Chabot Rd.
City, State, Zip Code: Oakland, CA 94618

Name of Person Completing this Narrative: Janet Briggs
Telephone: (510)-300-6325

2. **NATURE OF DOCUMENT**

☒ New ☐ Renewal ☐ Modification

3. **GOAL STATEMENT**

The goal of this program is to provide foster home placements for San Francisco youth who are at risk of placement in a residential treatment program. Foster Care services will be designed to work with a relative family so that within 6-9 months a child may be able to step down from foster care into a relative or kinship family home.

4. **TARGET POPULATION**

Children and adolescents through age 18 referred by S. F. Mental Health, S.F. Human Services Agency (HSA) or S.F. Probation who are likely to benefit from an intensive foster care placement, with relative family placement the planned outcome. Referred clients that meet Connections criteria will receive ITFC services delivered through Connections staff, and those clients that do not meet Connections criteria will be served through the Seneca ITFC foster care program. The goal for both target populations will be to return children to their kin families within 6-9 months.

5. **MODALITIES/INTERVENTIONS**

A. **Modality of service/intervention:** Refer to CRDC.

B. **Definition of Billable Services:**

Mental Health Services: Mental Health Services means those individual or group therapies and interventions that are designed to provide reduction of mental disability and improvement or maintenance of functioning consistent with the goals of learning, development, independent living and enhanced self-sufficiency

and that are not provided as a component of adult residential services, crisis residential treatment services, crisis intervention, crisis stabilization, day rehabilitation or day treatment intensive. Service activities may include but are not limited to assessment, plan development, therapy, rehabilitation and collateral.

Case Management: Case management means services that assist a beneficiary to access needed medical, educational, social, prevocational, vocational, rehabilitation, or other community services. The service activities may include, but are not limited to, communication, coordination, and referral; monitoring service delivery to ensure beneficiary access to service and the service delivery system; monitoring of the beneficiary's progress; and plan development.

Crisis Intervention: "Crisis Intervention" means a service, lasting less than 24 hours, to or on behalf of a beneficiary for a condition which requires more timely response than a regularly scheduled visit. Service activities may include but are not limited to assessment, collateral and therapy.

Medication Support Services: "Medication Support Services" mean those services which include prescribing, administering, dispensing and monitoring of psychiatric medications or biologicals, which are necessary to alleviate the symptoms of mental illness. The services may include evaluation of the need for medication, evaluation of clinical effectiveness and side effects, the obtaining of informed consent, medication education and plan development related to the delivery of the service and/or assessment of beneficiary.

6. **METHODOLOGY**

Upon receipt of referral, Seneca will match the referred client with the most appropriate foster family that has been trained and certified as an ITFC family. Once a child is placed, services may resemble intensive wrap services and staff will work to:

1. Coordinate, select, and convene the Child and Family Team.
2. Facilitate the planning process (individualized, family-centered, strength-based, and needs-driven).
3. Provide intensive case management, including crisis intervention and support on a 24-hour basis, 7 days per week.
4. Coordinate with County agency staff, the courts, community members, families and schools.
5. Develop, coordinate, and provide formal and informal support and services, including home-based and community based, provided by professionals and non professionals.
6. Develop, monitor and adhere to individualized services plan (Child and Family Plan of Care).
7. Facilitate extensive community resource development.
8. Meet regularly with County staff to ensure the partnerships necessary for the success of the SB 163 wraparound project.

9. Activities recommended by the ITFC consultants to ensure that program services are adhering to the evidence based practice model.

7. OBJECTIVES AND MEASUREMENTS

All objectives, and descriptions of how objectives will be measured, are contained in the BHS document entitled Performance Objectives FY 18-19.

8. CONTINUOUS QUALITY IMPROVEMENT (CQI):

Seneca Family of Agencies (SFA) has a robust continuous quality improvement (CQI) program that serves to ensure compliance with local, state and federal requirements. Additionally, CQI activities are used to monitor and improve the quality of services provided by SFA. SFA's Quality Assurance (QA) department works closely with agency/program leaders to identify areas of program improvement through clinical discussion, electronic health record reports and/or review of incident reports.

A. Achievement of Contract Performance Objectives

Contract performance objectives are monitored closely by both the QA director and program leadership to ensure that all objectives are achieved. The method for tracking progress in performance objectives varies based on the objective, but include close consultation with SFDPH staff, utilization of Avatar and Seneca electronic health record reports and data analysis by SFA's performance improvement and quality assurance staff.

Specifically, service units are monitored on a monthly basis by QA and program staff to ensure timely and adequate billing as a reflection of quantity of service provided. Reports are provided weekly to program managers regarding the number of minutes billed and the timeliness in which notes are written. Service units are also monitored on a monthly basis by QA and accounting to ensure timely claiming in Avatar. Additionally, all clinical staff members receive CANS training annually. This training is tracked closely in Seneca's electronic learning management system and monitored by program supervisors and QA staff to ensure compliance. Also, SFA's QA Director, Division Director or their designee attend all CANS superuser calls and county provider meetings. Lastly, timely CANS and Plan of Care documentation is monitored closely through SFA's internal audit process (see below) and also via Avatar reports.

B. Documentation Quality, including internal audits

Program leaders work with the QA department to ensure compliance with all documentation standards. The QA department facilitates monthly Utilization Review meetings in each program that includes a review of charts to monitor the clinical utility of services as well as the thorough completion of clinical documentation. A UR checklist was developed to ensure that all items required by the county are present in the chart. If charts are found to be in need of improvement, they return to UR meetings monthly until the corrections are made. All charts in a program are reviewed between 30-60 days of entry into the program and every 6 months thereafter, in a timeline that coincides with the

due dates for updated clinical documentation. A final review occurs within 30 days after discharge to ensure that all final documentation is completed as required.

C. Cultural competency of staff and services

All staff members working in our programs are required to obtain cultural competency training annually. These trainings can reflect a number of topics and are carefully monitored by SFA's training department to ensure relevance to ensuring the cultural competency of staff. Reports on staff attendance are monitored through Seneca's learning management software by program leadership and reported during compliance audit visits annually.

Additionally, due to the size of the SFA San Francisco contract, program managers participate in county cultural competence training and write an annual cultural competence report. This report documents staff cultural make-up, recruitment efforts to ensure diversity and language capacities available to clients and families.

D. Client Satisfaction

Client and caregiver satisfaction surveys are distributed annually at the direction of SFDPH. Distribution of surveys is managed by QA staff to ensure that all eligible clients and families are provided with the opportunity to provide feedback to the programs and county. Staff members are available to provide assistance to any clients or caregivers who request help completing their surveys. Once all surveys are returned, they are provided en masse to staff at SFDPH to ensure a 100% completion rate.

E. Measurement, analysis, and use of CANS or ANSA data

For situations where formal assessments are required for Seneca charts but are not completed by private practitioners, a CANS Initial Assessment is conducted to inform the treatment planning process. CANS Assessments are updated every six or twelve months to track client progress over time. Depending on County reporting requirements, CANS data are analyzed by Seneca's Department of Performance Improvement to show change in CANS items at a program level.

9. REQUIRED LANGUAGE (if applicable):

Not applicable.

Contractor: Seneca Center
Program: Short Term Connections-Intensive Support Services
Based on Fiscal Year: 18-19

Appendix A-3
Contract Term: 07.01.18 - 06.30.22
FSP#: 1000009939

1. **PROGRAM NAME:** Short Term Connections-Intensive Support Services
PROGRAM ADDRESS: 2513 24th Street
CITY, STATE, ZIP CODE: San Francisco, CA 94110
TELEPHONE: 415-642-5968
FACSIMILE: 415-695-1263
PROGRAM CODE: 38CQ3 (Seneca Connections Outpatient)

Contractor Address: Seneca Family of Agencies, 6925 Chabot Rd.
City, State, Zip Code: Oakland, CA 94618

Name of Person Completing this Narrative: Janet Briggs
Telephone: (510)-300-6325

2. **NATURE OF DOCUMENT**

☒ New ☐ Renewal ☐ Modification

3. **GOAL STATEMENT**

The goal of this program is to provide short-term stabilization for San Francisco Court Dependents who are assessed by Child Crisis to be at risk of losing a high level placement, or who are without placement and are at risk of psychiatric hospitalization, or in need of intensive 1:1 staffing to enable them to remain in the community. Child Crisis and Seneca will work collaboratively with these clients with a maximum length of service of 30 days.

4. **TARGET POPULATION**

Children and adolescents through age 18 referred by S.F. Human Services Agency (HSA) who are at risk of losing a high level placement or who are without placement and are at risk of psychiatric hospitalization or in need of intensive 1:1 staffing to enable them to remain in the community. A youth may be referred to Child Crisis for assessment for Intensive Support Services by group homes, foster homes, CPC and social workers.

5. **MODALITIES/INTERVENTIONS**

A. **Modality of service/intervention:** Refer to CRDC.

B. **Definition of Billable Services:**

Mental Health Services: Mental Health Services means those individual or group therapies and interventions that are designed to provide reduction of mental disability and improvement or maintenance of functioning

consistent with the goals of learning, development, independent living and enhanced self-sufficiency and that are not provided as a component of adult residential services, crisis residential treatment services, crisis intervention, crisis stabilization, day rehabilitation or day treatment intensive. Service activities may include but are not limited to assessment, plan development, therapy, rehabilitation and collateral.

Case Management: Case management means services that assist a beneficiary to access needed medical, educational, social, prevocational, vocational, rehabilitation, or other community services. The service activities may include, but are not limited to, communication, coordination, and referral; monitoring service delivery to ensure beneficiary access to service and the service delivery system; monitoring of the beneficiary's progress; and plan development.

Crisis Intervention: "Crisis Intervention" means a service, lasting less than 24 hours, to or on behalf of a beneficiary for a condition which requires more timely response than a regularly scheduled visit. Service activities may include but are not limited to assessment, collateral and therapy.

Medication Support Services: "Medication Support Services" mean those services which include prescribing, administering, dispensing and monitoring of psychiatric medications or biologicals, which are necessary to alleviate the symptoms of mental illness. The services may include evaluation of the need for medication, evaluation of clinical effectiveness and side effects, the obtaining of informed consent, medication education and plan development related to the delivery of the service and/or assessment of beneficiary.

Rehabilitation: Rehabilitation means a service that may include any or all of the following:

- Assistance in restoring or maintaining an individual's or group of individuals' functional skills, daily living skills, social skills, grooming and personal hygiene skills, meal preparation skills, medication compliance, and support resources.
- Counseling of the individual and/or family
- Training in leisure activities needed to achieve the individual's goals/desired results/personal milestones
- Medication education

6. **METHODOLOGY**

Upon receipt of referral from Child Crisis, the Seneca ISS program will initiate services within 24 hours of receipt with the following provisions:

1. ISS services include 1:1 support counselor services, and crisis intervention and stabilization services.
2. Length, intensity and scope of ISS services will be determined by the plan documented in the progress note provided by Child Crisis.
3. Child Crisis will retain all Case Management responsibility while ISS services are being provided.
4. ISS will bill EPSDT for medical eligible youth and DHS flex-funds for non-medical eligible youth.
5. At the end of the specified time period, Child Crisis may end ISS services or may conduct a follow-up assessment and request a continuation of ISS services for up to 30 days.

7. OBJECTIVES AND MEASUREMENTS

All objectives, and descriptions of how objectives will be measured, are contained in the CBHS document entitled Performance Objectives FY 18-19.

8. CONTINUOUS QUALITY IMPROVEMENT (CQI):

Seneca Family of Agencies (SFA) has a robust continuous quality improvement (CQI) program that serves to ensure compliance with local, state and federal requirements. Additionally, CQI activities are used to monitor and improve the quality of services provided by SFA. SFA's Quality Assurance (QA) department works closely with agency/program leaders to identify areas of program improvement through clinical discussion, electronic health record reports and/or review of incident reports.

A. Achievement of Contract Performance Objectives

Contract performance objectives are monitored closely by both the QA director and program leadership to ensure that all objectives are achieved. The method for tracking progress in performance objectives varies based on the objective, but include close consultation with SFDPH staff, utilization of Avatar and Seneca electronic health record reports and data analysis by SFA's performance improvement and quality assurance staff.

Specifically, service units are monitored on a monthly basis by QA and program staff to ensure timely and adequate billing as a reflection of quantity of service provided. Reports are provided weekly to program managers regarding the number of minutes billed and the timeliness in which notes are written. Service units are also monitored on a monthly basis by QA and accounting to ensure timely claiming in Avatar. Additionally, all clinical staff members receive CANS training annually. This training is tracked closely in Seneca's electronic learning management system and monitored by program supervisors and QA staff to

ensure compliance. Also, SFA's QA Director, Division Director or their designee attend all CANS superuser calls and county provider meetings. Lastly, timely CANS and Plan of Care documentation is monitored closely through SFA's internal audit process (see below) and also via Avatar reports.

B. Documentation Quality, including internal audits

Program leaders work with the QA department to ensure compliance with all documentation standards. The QA department facilitates monthly Utilization Review meetings in each program that includes a review of charts to monitor the clinical utility of services as well as the thorough completion of clinical documentation. A UR checklist was developed to ensure that all items required by the county are present in the chart. If charts are found to be in need of improvement, they return to UR meetings monthly until the corrections are made. All charts in a program are reviewed between 30-60 days of entry into the program and every 6 months thereafter, in a timeline that coincides with the due dates for updated clinical documentation. A final review occurs within 30 days after discharge to ensure that all final documentation is completed as required.

C. Cultural competency of staff and services

All staff members working in our programs are required to obtain cultural competency training annually. These trainings can reflect a number of topics and are carefully monitored by SFA's training department to ensure relevance to ensuring the cultural competency of staff. Reports on staff attendance are monitored through Seneca's learning management software by program leadership and reported during compliance audit visits annually.

Additionally, due to the size of the SFA San Francisco contract, program managers participate in county cultural competence training and write an annual cultural competence report. This report documents staff cultural make-up, recruitment efforts to ensure diversity and language capacities available to clients and families.

D. Client Satisfaction

Client and caregiver satisfaction surveys are distributed annually at the direction of SFDPH. Distribution of surveys is managed by QA staff to ensure that all eligible clients and families are provided with the opportunity to provide feedback to the programs and county. Staff members are available to provide assistance to any clients or caregivers who request help completing their surveys. Once all surveys are returned, they are provided en masse to staff at SFDPH to ensure a 100% completion rate.

E. Measurement, analysis, and use of CANS or ANSA data

For situations where formal assessments are required for Seneca charts but are not completed by private practitioners, a CANS Initial Assessment is conducted to

inform the treatment planning process. CANS Assessments are updated every six or twelve months to track client progress over time. Depending on County reporting requirements, CANS data are analyzed by Seneca's Department of Performance Improvement to show change in CANS items at a program level.

9. **REQUIRED LANGUAGE** (if applicable):

Not applicable.

Contractor: Seneca Center
Program: Long Term Connections-WRAP Services
Based on Fiscal Year: 18-19

Appendix A-4
Contract Term: 07.01.18 - 06.30.22
FSP#: 1000009939

1. **PROGRAM NAME:** Long Term Connections – Wraparound Services
PROGRAM ADDRESS: 2513 24TH Street
CITY, STATE, ZIP CODE: San Francisco, CA 94110
TELEPHONE: 415-642-5968
FACSIMILE: 415-695-1263
PROGRAM CODE: 38QC4 (Seneca Center WRAP)

Contractor Address: Seneca Family of Agencies, 6925 Chabot Rd.
City, State, Zip Code: Oakland, CA 94618

Name of Person Completing this Narrative: Janet Briggs
Telephone: (510)-300-6325

2. **NATURE OF DOCUMENT**

☒ New ☐ Renewal ☐ Modification

3. **GOAL STATEMENT**

The goal of this new program is to provide the most family like living environment possible for San Francisco youth who are placed in or at risk of placement in a locked Community Treatment Facility (CTF), Rate Classification Level (RCL) 10-14 group home, or residential treatment program.

4. **TARGET POPULATION**

Children and adolescents through age 18 referred by S. F. Mental Health, S.F. Human Services Agency (HSA) or S.F. Probation who are in or at risk of placement in a CTF or RCL 10-14 group home.

5. **MODALITIES/INTERVENTIONS**

A. **Modality of service/intervention:** Refer to CRDC.

B. **Definition of Billable Services:**

Medi-Cal services delivered to Medi-Cal eligible clients that include case management, individual and group Rehab, individual and family therapy, crisis intervention, plan development, assessment and evaluation – as defined in Title IX.

Non Medi-Cal Client Support Services will be billed to the MHSA flexible funds. These services may include, but are not limited to, respite, emergency shelter needs, and/or 1:1 services.

Mental Health Services: Mental Health Services means those individual or group therapies and interventions that are designed to provide reduction of mental disability and improvement or maintenance of functioning consistent with the goals of learning, development, independent living and enhanced self-sufficiency and that are not provided as a component of adult residential services, crisis residential treatment services, crisis intervention, crisis stabilization, day rehabilitation or day treatment intensive. Service activities may include but are not limited to assessment, plan development, therapy, rehabilitation and collateral.

Case Management: Case management means services that assist a beneficiary to access needed medical, educational, social, prevocational, vocational, rehabilitation, or other community services. The service activities may include, but are not limited to, communication, coordination, and referral; monitoring service delivery to ensure beneficiary access to service and the service delivery system; monitoring of the beneficiary's progress; and plan development.

Crisis Intervention: "Crisis Intervention" means a service, lasting less than 24 hours, to or on behalf of a beneficiary for a condition which requires more timely response than a regularly scheduled visit. Service activities may include but are not limited to assessment, collateral and therapy.

Medication Support Services: "Medication Support Services" mean those services which include prescribing, administering, dispensing and monitoring of psychiatric medications or biologicals which are necessary to alleviate the symptoms of mental illness. The services may include evaluation of the need for medication, evaluation of clinical effectiveness and side effects, the obtaining of informed consent, medication education and plan development related to the delivery of the service and/or assessment of beneficiary.

Mode 60/78: Other Non Medi-Cal Client Support Expenditures

The cost of salaries, benefits and related general operating expenditures incurred in providing non-Medi-Cal client supports not otherwise reported in Treatment or Outreach Programs. Additional support work in collaboration with Beats, Rhymes and Life, Inc. to provide Therapeutic Activity Groups.

6. **METHODOLOGY**

Upon receipt of referral, Seneca will provide the following services:

1. Coordinate, select, and convene the Child and Family Team.

2. Facilitate the wraparound planning process (individualized, family-centered, strength-based, and needs-driven).
3. Secure wraparound and mental health services from a network of providers and complete appropriate service authorizations and agreements.
4. Provide intensive case management, including crisis intervention and support on a 24-hour basis, 7 days per week.
5. Coordinate with County agency staff, the courts, community members, families and schools.
6. Develop, coordinate, and provide formal and informal support and services, including home-based and community based, provided by professionals and non professionals.
7. Develop, monitor and adhere to individualized services plan (Child and Family Plan of Care).
8. Facilitate placement in the least restrictive care setting in conjunction with HSA and Community Mental Health Services.
9. Facilitate extensive community resource development.
10. Meet regularly with County staff to ensure the partnerships necessary for the success of the SB 163 wraparound project.

7. **OBJECTIVES AND MEASUREMENTS**

All objectives, and descriptions of how objectives will be measured, are contained in the CBHS document entitled Performance Objectives FY 18-19.

8. **CONTINUOUS QUALITY IMPROVEMENT (CQI):**

Seneca Family of Agencies (SFA) has a robust continuous quality improvement (CQI) program that serves to ensure compliance with local, state and federal requirements. Additionally, CQI activities are used to monitor and improve the quality of services provided by SFA. SFA's Quality Assurance (QA) department works closely with agency/program leaders to identify areas of program improvement through clinical discussion, electronic health record reports and/or review of incident reports.

A. Achievement of Contract Performance Objectives

Contract performance objectives are monitored closely by both the QA director and program leadership to ensure that all objectives are achieved. The method for tracking progress in performance objectives varies based on the objective, but include close consultation with SFDPH staff, utilization of Avatar and Seneca electronic health record reports and data analysis by SFA's performance improvement and quality assurance staff.

Specifically, service units are monitored on a monthly basis by QA and program staff to ensure timely and adequate billing as a reflection of quantity of service provided. Reports are provided weekly to program managers regarding the number of minutes

billed and the timeliness in which notes are written. Service units are also monitored on a monthly basis by QA and accounting to ensure timely claiming in Avatar. Additionally, all clinical staff members receive CANS training annually. This training is tracked closely in Seneca's electronic learning management system and monitored by program supervisors and QA staff to ensure compliance. Also, SFA's QA Director, Division Director or their designee attend all CANS superuser calls and county provider meetings. Lastly, timely CANS and Plan of Care documentation is monitored closely through SFA's internal audit process (see below) and also via Avatar reports.

B. Documentation Quality, including internal audits

Program leaders work with the QA department to ensure compliance with all documentation standards. The QA department facilitates monthly Utilization Review meetings in each program that includes a review of charts to monitor the clinical utility of services as well as the thorough completion of clinical documentation. A UR checklist was developed to ensure that all items required by the county are present in the chart. If charts are found to be in need of improvement, they return to UR meetings monthly until the corrections are made. All charts in a program are reviewed between 30-60 days of entry into the program and every 6 months thereafter, in a timeline that coincides with the due dates for updated clinical documentation. A final review occurs within 30 days after discharge to ensure that all final documentation is completed as required.

C. Cultural competency of staff and services

All staff members working in our programs are required to obtain cultural competency training annually. These trainings can reflect a number of topics and are carefully monitored by SFA's training department to ensure relevance to ensuring the cultural competency of staff. Reports on staff attendance are monitored through Seneca's learning management software by program leadership and reported during compliance audit visits annually.

Additionally, due to the size of the SFA San Francisco contract, program managers participate in county cultural competence training and write an annual cultural competence report. This report documents staff cultural make-up, recruitment efforts to ensure diversity and language capacities available to clients and families.

D. Client satisfaction

Client and caregiver satisfaction surveys are distributed annually at the direction of SFDPH. Distribution of surveys is managed by QA staff to ensure that all eligible clients and families are provided with the opportunity to provide feedback to the programs and county. Staff members are available to provide assistance to any clients or caregivers who request help completing their surveys. Once all surveys are returned, they are provided en masse to staff at SFDPH to ensure a 100% completion rate.

E. Measurement, analysis, and use of CANS or ANSA data

For situations where formal assessments are required for Seneca charts but are not completed by private practitioners, a CANS Initial Assessment is conducted to inform the treatment planning process. CANS Assessments are updated every six or twelve months to track client progress over time. Depending on County reporting requirements, CANS data are analyzed by Seneca's Department of Performance Improvement to show change in CANS items at a program level.

9. **REQUIRED LANGUAGE** (if applicable):

Not applicable.

1. **PROGRAM: School Based Services**

San Leandro School Based Program
2275 Arlington Dr., San Leandro, CA 94578
Telephone: 510-481-1222
Fax: 510-317-1427
Program Code: 89802 (Seneca School Based Services)

BUSINESS ADDRESS: 2275 Arlington Dr., San Leandro, CA 94578
TELEPHONE: (510) 481-1222
FACSIMILE: (510) 317-1427

2. **NATURE OF DOCUMENT**

☒ New ☐ Renewal ☐ Modification

All contract and business correspondence will be mailed to the above **Business Address**.
Payment for services will also be mailed to this address.

3. **GOAL STATEMENT**

The goal of School Based Services is to help clients achieve a level of success that may enable them to mainstream to a public program, or be referred to a lower level, less restrictive educational program.

The goal of School Based Services located at public district school partner sites is to help build inclusive school environments capable of increasing the achievement of all students, particularly students facing academic, behavioral, and/or social-emotional challenges that place them at risk of referral for more restrictive education settings.

4. **TARGET POPULATION**

In each of these programs, Seneca Center is committed to serving those seriously emotionally disturbed children who have not succeeded in less restrictive learning or residential environments, or who attend public schools and are at-risk of being referred to more restrictive placements because of their behavioral and mental health challenges. Children are accepted unconditionally into our programs, and are not discharged for exhibiting the behaviors for which they were referred. Children in our school based programs cannot be served in a public school setting, and children in our residential programs have histories of multiple placement failures in less restrictive settings.

Regarding the mental health treatment needs of these children, most have received a DSM-IV diagnosis, often prior to placement at Seneca Center. The most common diagnoses include post-traumatic stress, conduct disorder, attention deficit, oppositional defiant, depressive disorders, and pervasive developmental disorders. Although few of the children at Seneca Center can be classified as actively psychotic, many have great

difficulty in modulating and controlling their behavior. They can quickly escalate to a highly aggressive, often self-destructive state with very little environmental stress.

Typically, the children attending Seneca Center's programs are seriously deficient in the life and social skills needed to function in a home, school, or community setting. These children exhibit behaviors that are destructive to self, others, or property and therefore require a highly structured, individualized course of treatment closely monitored by educational and mental health staff.

5. MODALITIES/INTERVENTIONS

A. Modality of service/intervention: Refer to CRDC.

B. Definition of Billable Services:

Mental Health Services: Mental Health Services means those individual or group therapies and interventions that are designed to provide reduction of mental disability and improvement or maintenance of functioning consistent with the goals of learning, development, independent living and enhanced self-sufficiency and that are not provided as a component of adult residential services, crisis residential treatment services, crisis intervention, crisis stabilization, day rehabilitation or day treatment intensive. Service activities may include but are not limited to assessment, plan development, therapy, rehabilitation and collateral.

Case Management: Case management means services that assist a beneficiary to access needed medical, educational, social, prevocational, vocational, rehabilitation, or other community services. The service activities may include, but are not limited to, communication, coordination, and referral; monitoring service delivery to ensure beneficiary access to service and the service delivery system; monitoring of the beneficiary's progress; and plan development.

Crisis Intervention: "Crisis Intervention" means a service, lasting less than 24 hours, to or on behalf of a beneficiary for a condition which requires more timely response than a regularly scheduled visit. Service activities may include but are not limited to assessment, collateral and therapy.

Medication Support Services: "Medication Support Services" mean those services which include prescribing, administering, dispensing and monitoring of psychiatric medications or biologicals, which are necessary to alleviate the symptoms of mental illness. The services may include evaluation of the need for medication, evaluation of clinical effectiveness and side effects, the obtaining of informed consent, medication education and plan development related to the delivery of the service and/or assessment of beneficiary.

6. METHODOLOGY

Seneca's School Based Services support students referred by San Francisco County's Community Behavioral Health Section as defined by the California State Department of Mental Health. For services provided on at our district public school partnership sites, students are referred by teachers or identified through universal screeners as experiencing behavioral and/or social emotional challenges that interfere with their learning and place them at risk of placement at a more restrictive education setting. These services will be provided to students who meet the appropriate medical necessity criteria and in accordance with a treatment plan approved by a licensed physician or other appropriate mental health professional.

The School Based Program offer a structured, therapeutic milieu designed to treat each student's individual needs to promote the opportunity for that child to benefit from the educational program while building self-esteem and developing socio-emotional maturation. Staff members are apprised of the treatment goals during regular staff meetings, and are prepared to assist the student enhance self esteem, develop successful strategies for coping, increase socialization skills and reach the therapeutic goals established in the child's treatment plan. Services are delivered through a series of group and individualized activities.

Services at our district public school partnership sites are provided by behavioral support staff and mental health clinicians who collaborate with general education staff to create individualized plans that support students' treatment goals and ensure that students are able to build the social and behavioral skills necessary to succeed in an inclusive education setting. In addition to push-in classroom support, services are delivered through a series of group and individualized activities.

Intake, admission, initial evaluation or psychiatric evaluation, psycho-educational assessments, and medication support and monitoring are provided as required, or deemed necessary by staff psychiatrists. The School based program operates 218 days per year, five days per week.

7. **OBJECTIVES AND MEASUREMENTS**

All objectives, and descriptions of how objectives will be measured, are contained in the BHS document entitled Performance Objectives FY 18-19.

8. **QUALITY MANAGEMENT PROCEDURES FOR CBHS**

Quality Assurance and Continuous Quality improvement requirements will be addressed in the CBHS Declaration of Compliance.

9. **REQUIRED LANGUAGE (if applicable):**

None

1. **PROGRAM NAME: Youth Transitional Services (YTS)**
PROGRAM NAME: 2514 24th Street
CITY, STATE, ZIP CODE: San Francisco, CA 94124
TELEPHONE: 415-970-3800
FACSIMILE: 415-970-3855
PROGRAM CODE: 38CQMST (Seneca MST Outpatient)

Contractor Address: Seneca Family of Agencies, 6925 Chabot Rd.
City, State, Zip Code: Oakland, CA 94618

Name of Person Completing this Narrative: Janet Briggs
Telephone: (510)-300-6325

2. **NATURE OF DOCUMENT**

☒ New ☐ Renewal ☐ Modification

3. **GOAL STATEMENT**

The goal of this new program is to work with the Family and youth, reduce the likelihood that youth may re-offend and avoid any future placement out of home. This will be achieved by providing Youth Transitional Services to Youth and Families involved with the Juvenile Justice System.

4. **TARGET POPULATION**

Children and adolescents involved with the Juvenile Justice System.

5. **MODALITIES/INTERVENTIONS**

A. **Modality of service/intervention:** Refer to CRDC.

B. **Definition of Billable Services:**

Medi-Cal services delivered to Medi-Cal eligible clients that include case management, individual and group Rehab, individual and family therapy, crisis intervention, plan development, assessment and evaluation – as defined in Title IX.

Non Medi-Cal Client Support Services will be billed to the MHSA flexible funds. These services may include, but are not limited to, respite, emergency shelter needs, and/or 1:1 services.

Mental Health Services: Mental Health Services means those individual or group therapies and interventions that are designed to provide reduction of mental disability and improvement or maintenance of functioning consistent with the goals of learning, development, independent living and enhanced self-sufficiency and that are not provided as a component of adult residential services, crisis residential treatment services, crisis intervention, crisis stabilization, day rehabilitation or day treatment intensive. Service activities may include but are not limited to assessment, plan development, therapy, rehabilitation and collateral.

Case Management: Case management means services that assist a beneficiary to access needed medical, educational, social, prevocational, vocational, rehabilitation, or other community services. The service activities may include, but are not limited to, communication, coordination, and referral; monitoring service delivery to ensure beneficiary access to service and the service delivery system; monitoring of the beneficiary's progress; and plan development.

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Medication Support Services: "Medication Support Services" mean those services which include prescribing, administering, dispensing and monitoring of psychiatric medications or biologicals, which are necessary to alleviate the symptoms of mental illness. The services may include evaluation of the need for medication, evaluation of clinical effectiveness and side effects, the obtaining of informed consent, medication education and plan development related to the delivery of the service and/or assessment of beneficiary.

Mode 60/78: Other Non Medi-Cal Client Support Expenditures

The cost of salaries, benefits and related general operating expenditures incurred in providing non-Medi-Cal client supports not otherwise reported in Treatment or Outreach Programs.

6. **METHODOLOGY**

Upon receipt of referral, Seneca will provide the following services: clinical assessment, treatment planning, therapy, case management and crisis intervention.

7. **OBJECTIVES AND MEASUREMENTS**

All objectives, and descriptions of how objectives will be measured, are contained in the BHS document entitled Performance Objectives FY 18-19.

8. **CONTINUOUS QUALITY IMPROVEMENT (CQI):**

Seneca Family of Agencies (SFA) has a robust continuous quality improvement (CQI) program that serves to ensure compliance with local, state and federal requirements. Additionally, CQI activities are used to monitor and improve the quality of services provided by SFA. SFA's Quality Assurance (QA) department works closely with agency/program leaders to identify areas of program improvement through clinical discussion, electronic health record reports and/or review of incident reports.

A. Achievement of Contract Performance Objectives

Contract performance objectives are monitored closely by both the QA director and program leadership to ensure that all objectives are achieved. The method for tracking progress in performance objectives varies based on the objective, but include close consultation with SFDPH staff, utilization of Avatar and Seneca electronic health record reports and data analysis by SFA's performance improvement and quality assurance staff.

Specifically, service units are monitored on a monthly basis by QA and program staff to ensure timely and adequate billing as a reflection of quantity of service provided. Reports are provided weekly to program managers regarding the number of minutes billed and the timeliness in which notes are written. Service units are also monitored on a monthly basis by QA and accounting to ensure timely claiming in Avatar. Additionally, all clinical staff members receive CANS training annually. This training is tracked closely in Seneca's electronic learning management system and monitored by program supervisors and QA staff to ensure compliance. Also, SFA's QA Director, Division Director or their designee attend all CANS superuser calls and county provider meetings.

Lastly, timely CANS and Plan of Care documentation is monitored closely through SFA's internal audit process (see below) and also via Avatar reports.

B. Documentation Quality, including internal audits

Program leaders work with the QA department to ensure compliance with all documentation standards. The QA department facilitates monthly Utilization Review meetings in each program that includes a review of charts to monitor the clinical utility of services as well as the thorough completion of clinical documentation. A UR checklist was developed to ensure that all items required by the county are present in the chart. If charts are found to be in need of improvement, they return to UR meetings monthly until the corrections are made. All charts in a program are reviewed between 30-60 days of entry into the program and every 6 months thereafter, in a timeline that coincides with the due dates for updated clinical documentation. A final review occurs within 30 days after discharge to ensure that all final documentation is completed as required.

C. Cultural competency of staff and services

All staff members working in our programs are required to obtain cultural competency training annually. These trainings can reflect a number of topics and are carefully monitored by SFA's training department to ensure relevance to ensuring the cultural

competency of staff. Reports on staff attendance are monitored through Seneca's learning management software by program leadership and reported during compliance audit visits annually.

Additionally, due to the size of the SFA San Francisco contract, program managers participate in county cultural competence training and write an annual cultural competence report. This report documents staff cultural make-up, recruitment efforts to ensure diversity and language capacities available to clients and families.

D. Client satisfaction

Client and caregiver satisfaction surveys are distributed annually at the direction of SFDPH. Distribution of surveys is managed by QA staff to ensure that all eligible clients and families are provided with the opportunity to provide feedback to the programs and county. Staff members are available to provide assistance to any clients or caregivers who request help completing their surveys. Once all surveys are returned, they are provided en masse to staff at SFDPH to ensure a 100% completion rate.

E. Measurement, analysis, and use of CANS or ANSA data

For situations where formal assessments are required for Seneca charts but are not completed by private practitioners, a CANS Initial Assessment is conducted to inform the treatment planning process. CANS Assessments are updated every six or twelve months to track client progress over time. Depending on County reporting requirements, CANS data are analyzed by Seneca's Department of Performance Improvement to show change in CANS items at a program level.

9. **REQUIRED LANGUAGE (if applicable):**

Not applicable.

1. **PROGRAM NAME: San Francisco Connections Dialectical Behavioral Therapy Program (DBT)**
PROGRAM ADDRESS: 45 Farallones St.
CITY, STATE, ZIP CODE: San Francisco, CA 94112
TELEPHONE: 415-642-5968
FACSIMILE: 415-695-1263
PROGRAM CODE: 38KTDI

Contractor Address: Seneca Family of Agencies, 6925 Chabot Rd.
City, State, Zip Code: Oakland, CA 94618

Name of Person Completing this Narrative: Janet Briggs
Telephone: 510-300-6325

2. **NATURE OF DOCUMENT**

☒ New ☐ Renewal ☐ Modification

3. **GOAL STATEMENT**

Seneca's San Francisco Connections Dialectical Behavioral Therapy (DBT) Program seeks to provide comprehensive DBT therapy to adolescent residents of San Francisco (and their families) who hold full-scope Medi-Cal health insurance. Clients will engage in individual therapy, family therapy, multi-family group skills training, and have access to after-hours phone coaching. This treatment will seek to improve clients' overall well-being, particularly through reducing engagement in behaviors such as self-harm; suicide attempts, ideation, or urges; psychiatric hospitalizations; eating disorders; and Borderline-type functioning. Clients and families will learn interpersonal effectiveness, distress tolerance, emotional regulation, and mindfulness skills in order to manage symptoms and increase well-being and quality of life.

4. **TARGET POPULATION**

Seneca's San Francisco Connections Dialectical Behavioral Therapy (DBT) Program may provide treatment for youth ages 13-18 with full-scope Medi-Cal who meet diagnostic requirements for the program. Youth who are appropriate for referral are currently engaging in high risk behavior such as self-harm, suicide ideation, urges, or attempts, or other behaviors that put them at risk of harm. They must also demonstrate 3 of 9 traits as outlined in the DSM-V diagnosis for Borderline Personality Disorder. Youth and parents must be willing to commit to at least 6 months of service in order to receive the full treatment model.

5. **MODALITIES/INTERVENTIONS:**

A. Modality of service/intervention: Refer to CRDC

B. Definition of Billable Services:

Mental Health Services: Mental Health Services means those individual or group therapies and interventions that are designed to provide reduction of mental disability and improvement or maintenance of functioning consistent with the goals of learning, development, independent living and enhanced self-sufficiency and that are not provided as a component of adult residential services, crisis residential treatment services, crisis intervention, crisis stabilization, day rehabilitation or day treatment intensive. Service activities may include but are not limited to assessment, plan development, therapy, rehabilitation and collateral.

Case Management: Case management means services that assist a beneficiary to access needed medical, educational, social, prevocational, vocational, rehabilitation, or other community services. The service activities may include, but are not limited to, communication, coordination, and referral; monitoring service delivery to ensure beneficiary access to service and the service delivery system; monitoring of the beneficiary's progress; and plan development.

Crisis Intervention: "Crisis Intervention" means a service, lasting less than 24 hours, to or on behalf of a beneficiary for a condition which requires more timely response than a regularly scheduled visit. Service activities may include but are not limited to assessment, collateral and therapy.

Medication Support Services: "Medication Support Services" mean those services which include prescribing, administering, dispensing and monitoring of psychiatric medications or biologicals, which are necessary to alleviate the symptoms of mental illness. The services may include evaluation of the need for medication, evaluation of clinical effectiveness and side effects, the obtaining of informed consent, medication education and plan development related to the delivery of the service and/or assessment of beneficiary.

Rehabilitation: Rehabilitation means a service that may include any or all of the following:

- Assistance in restoring or maintaining an individual's or group of individuals' functional skills, daily living skills, social skills, grooming and personal hygiene skills, meal preparation skills, medication compliance, and support resources.
- Counseling of the individual and/or family

1. **PROGRAM NAME:** San Francisco Connections Dialectical Behavioral Therapy Program (DBT)
PROGRAM ADDRESS: 45 Farallones St.
CITY, STATE, ZIP CODE: San Francisco, CA 94112
TELEPHONE: 415-642-5968
FACSIMILE: 415-695-1263
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B. **Definition of Billable Services:**

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Rehabilitation: Rehabilitation means a service that may include any or all of the following:

- Assistance in restoring or maintaining an individual's or group of individuals' functional skills, daily living skills, social skills, grooming and personal hygiene skills, meal preparation skills, medication compliance, and support resources.
- Counseling of the individual and/or family
- Training in leisure activities needed to achieve the individual's goals/desired results/personal milestones
- Medication education

6. **METHODOLOGY**

Upon intake, Clinicians will work with clients and their families to understand the particular behavior(s) causing difficulty for the client, as well as the constellation of challenges contributing to or maintaining those behaviors. Over a four week engagement period, clinicians will assess the client and family's readiness to change and willingness to engage in intensive treatment, and orient them to the various elements of this treatment. If clients and families decide that treatment is right for them after these introductory sessions, they are asked to commit to a 6-month treatment period, which ensures they receive skills training in 4 modules: mindfulness skills, interpersonal effectiveness skills, emotion regulation skills, and distress tolerance skills. These modules will be taught to clients and their families in weekly skills groups. Clients also receive weekly individual therapy and as-needed family therapy to apply the skills learned in their groups, troubleshoot any barriers, and assess progress. Clients are expected to maintain a diary card to track behaviors, emotions, and skills so that this information may be utilized in individual therapy. Throughout treatment, clients will also have access to after-hours skills coaching phone calls, Monday through Friday. When a client completes all modules of skills training, they will have the option to re-enroll for an additional treatment period if clinically indicated which may involve a less intensive service structure (many of these clients may attend group only). When clients graduate from services or if clients and families determine that the service structure and modality is not right for them after the four week introductory period, referrals for alternative therapeutic services may be made.

7. **OBJECTIVES AND MEASUREMENTS**

All objectives, and descriptions of how objectives will be measured, are contained in the BHS document entitled Performance Objectives FY 18-19.

8. **CONTINUOUS QUALITY IMPROVEMENT (CQI):**

Seneca Family of Agencies (SFA) has a robust continuous quality improvement (CQI) program that serves to ensure compliance with local,

state and federal requirements. Additionally, CQI activities are used to monitor and improve the quality of services provided by SFA. SFA's Quality Assurance (QA) and Quality Improvement (QI) departments together work closely with agency/program leaders to identify areas of program improvement through clinical discussion, electronic health record reports and/or review of incident reports.

A. Achievement of Contract Performance Objectives

Contract performance objectives are monitored closely by both the QA/QI directors and program leadership to ensure that all objectives are achieved. The method for tracking progress in performance objectives varies based on the objective, but include close consultation with SFDPH staff, utilization of Avatar and Seneca electronic health record reports and data analysis by SFA's performance improvement and quality assurance staff. Specifically, service units are monitored on a monthly basis by QA and program staff to ensure timely and adequate billing as a reflection of quantity of service provided. Reports are provided weekly to program managers regarding the number of minutes billed and the timeliness in which notes are written. Service units are also monitored on a monthly basis by QA and accounting to ensure timely claiming in Avatar. Additionally, all clinical staff members receive CANS training annually. This training is tracked closely in Seneca's electronic learning management system and monitored by program supervisors and QA staff to ensure compliance. Also, SFA's QA Director, Division Director or their designee attend all CANS superuser calls and county provider meetings. Lastly, timely CANS and Plan of Care documentation is monitored closely through SFA's internal audit process (see below) and also via Avatar reports.

B. Documentation Quality, including internal audits

Program leaders work with the QA/QI departments to ensure compliance with all documentation standards. The QA/QI departments facilitate monthly utilization review meetings in each program, called ThREAD that includes a review of charts to monitor the clinical utility of services as well as the thorough completion of clinical documentation. The timing and frequency of chart reviews are conducted through a targeted, random sampling method, using an algorithm to determine the number of charts to be reviewed. Should any clients be open for more than one year they will be subject to the SF County's PURQC review, using the review tools provided by the county. The QA department also conducts regular, internal compliance checks to ensure charts are meeting documentation standards.

C. Cultural competency of staff and services

All staff members working in our programs are required to obtain cultural competency training annually. These trainings can reflect a number of topics and are carefully monitored by SFA's training department to ensure

relevance to ensuring the cultural competency of staff. Reports on staff attendance are monitored through Seneca's learning management software by program leadership and reported during compliance audit visits annually. Additionally, due to the size of the SFA San Francisco contract, program managers participate in county cultural competence training and write an annual cultural competence report. This report documents staff cultural make-up, recruitment efforts to ensure diversity and language capacities available to clients and families.

D. Client Satisfaction

Client and caregiver satisfaction surveys are distributed annually at the direction of SFDPH. Distribution of surveys is managed by QA staff to ensure that all eligible clients and families are provided with the opportunity to provide feedback to the programs and county. Staff members are available to provide assistance to any clients or caregivers who request help completing their surveys. Once all surveys are returned, they are provided en masse to staff at SFDPH to ensure a 100% completion rate.

E. Measurement, analysis, and use of CANS or ANSA data

For situations where formal assessments are required for Seneca charts but are not completed by private practitioners, a CANS Initial Assessment is conducted to inform the treatment planning process. CANS Assessments are updated every six or twelve months to track client progress over time. Depending on County reporting requirements, CANS data are analyzed by Seneca's Department of Performance Improvement to show change in CANS items at a program level.

9. **Required Language (if applicable):**
Not applicable.

Contractor: Seneca Center
Program: Soar
Based on Fiscal Year: 18-19

Appendix A-10
Contract Term: 07.01.18 - 06.30.22
FSP#: 1000009939

1. **PROGRAM: SOAR**

Tenderloin Community Elementary School SOAR Classroom Therapist
627 Turk St., San Francisco, CA 94102
School Office Telephone: 415.749.3567

Program Code: 89802 (Seneca School Based Services)

THERAPIST'S BUSINESS ADDRESS:

San Francisco Connections
Seneca Family of Agencies
2513 24th St • San Francisco, CA 94110
Office Phone: 415.642.5968

DIRECT TELEPHONE: 415.940.2249

FACSIMILE: 415.695.1263

2. **NATURE OF DOCUMENT**

☒ New ☐ Renewal ☐ Modification

All contract and business correspondence will be mailed to the above **Business Address**. Payment for services will also be mailed to this address.

3. **GOAL STATEMENT**

The goal of School Based Services located at public district school partner sites is to help build inclusive school environments capable of increasing the achievement of all students, particularly students facing academic, behavioral, and/or social-emotional challenges that place them at risk of referral for more restrictive education settings. The goal in this instance is to deliver the SOAR (Strength, Opportunity, Achievement, Resilience) model through the provision of individual, group, and family mental health interventions to students, as outlined in their Individualized Education Plan (IEP), in concert with the educational curriculum of the SOAR classroom so that they may have future success in a mainstream school setting.

4. **TARGET POPULATION**

Children are accepted into the Tenderloin Community Elementary SOAR classroom through the Educationally Related Mental Health Services (ERMHS) evaluation process, conducted by the San Francisco Department of Public Health in partnership with the San Francisco Unified School District. The services must be designated in the students IEP. A majority of students placed in a SOAR classroom at SFUSD are classified as experiencing emotional disturbance through the IEP evaluation process. These students have experienced pervasive, long term, behavioral and emotional issues that impede their ability to learn, cannot be otherwise explained by an intellectual or sensory disorder or other health factors, and that have been observed in two or more settings including school.

5. **MODALITIES/INTERVENTIONS**

A. **Modality of service/intervention:** Refer to CRDC.

B. **Definition of Billable Services:**

Mental Health Services: Mental Health Services means those individual, family, or group therapies and interventions that are designed to provide reduction of mental disability and

Contractor: Seneca Center
Program: Soar
Based on Fiscal Year: 18-19

Appendix A-10
Contract Term: 07.01.18 - 06.30.22
FSP#: 1000009939

improvement or maintenance of functioning consistent with the goals of learning, development, independent living and enhanced self-sufficiency and that are not provided as a component of adult residential services, crisis residential treatment services, crisis intervention, crisis stabilization, day rehabilitation or day treatment intensive. Service activities may include but are not limited to assessment, plan development, therapy, rehabilitation and collateral.

Case Management: Case management means services that assist a beneficiary to access needed medical, educational, social, prevocational, vocational, rehabilitation, or other community services. The service activities may include, but are not limited to, communication, coordination, and referral; monitoring service delivery to ensure beneficiary access to service and the service delivery system; monitoring of the beneficiary's progress; and plan development.

Crisis Intervention: "Crisis Intervention" means a service, lasting less than 24 hours, to or on behalf of a beneficiary for a condition which requires more timely response than a regularly scheduled visit. Service activities may include but are not limited to assessment, collateral and therapy.

6. **METHODOLOGY**

In the SOAR classroom, the Seneca mental health therapist works in collaboration with the SFUSD SOAR classroom team, which includes a special education teacher, paraprofessionals, and a board certified behavior analyst, all of whom are employed by SFUSD. The team implements the SOAR model in the classroom, which combines a structured behavioral framework, educational instruction, and mental health services, including individual, group, and family interventions in order to support the children in meeting their educational and social emotional IEP goals.

7. **OBJECTIVES AND MEASUREMENTS**

All objectives, and descriptions of how objectives will be measured, are contained in the BHS document entitled Performance Objectives FY 18-19.

8. **QUALITY MANAGEMENT PROCEDURES FOR CBHS**

Quality Assurance and Continuous Quality improvement requirements will be addressed in the CBHS Declaration of Compliance.

Appendix B

Calculation of Charges

1. Method of Payment

A. Invoices furnished by CONTRACTOR under this Agreement must be in a form acceptable to the Contract Administrator and the CONTROLLER and must include the Contract Progress Payment Authorization number or Contract Purchase Number. All amounts paid by CITY to CONTRACTOR shall be subject to audit by CITY. The CITY shall make monthly payments as described below. Such payments shall not exceed those amounts stated in and shall be in accordance with the provisions of Section 5, COMPENSATION, of this Agreement.

Compensation for all SERVICES provided by CONTRACTOR shall be paid in the following manner. For the purposes of this Section, "General Fund" shall mean all those funds which are not Work Order or Grant funds. "General Fund Appendices" shall mean all those appendices which include General Fund monies.

(1) Fee For Service (Monthly Reimbursement by Certified Units at Budgeted Unit Rates):

CONTRACTOR shall submit monthly invoices in the format attached, Appendix F, and in a form acceptable to the Contract Administrator, by the fifteenth (15th) calendar day of each month, based upon the number of units of service that were delivered in the preceding month. All deliverables associated with the SERVICES defined in Appendix A times the unit rate as shown in the appendices cited in this paragraph shall be reported on the invoice(s) each month. All charges incurred under this Agreement shall be due and payable only after SERVICES have been rendered and in no case in advance of such SERVICES.

(2) Cost Reimbursement (Monthly Reimbursement for Actual Expenditures within Budget):

CONTRACTOR shall submit monthly invoices in the format attached, Appendix F, and in a form acceptable to the Contract Administrator, by the fifteenth (15th) calendar day of each month for reimbursement of the actual costs for SERVICES of the preceding month. All costs associated with the SERVICES shall be reported on the invoice each month. All costs incurred under this Agreement shall be due and payable only after SERVICES have been rendered and in no case in advance of such SERVICES.

B. Final Closing Invoice

(1) Fee For Service Reimbursement:

A final closing invoice, clearly marked "FINAL," shall be submitted no later than forty-five (45) calendar days following the closing date of each fiscal year of the Agreement, and shall include only those SERVICES rendered during the referenced period of performance. If SERVICES are not invoiced during this period, all unexpended funding set aside for this Agreement will revert to CITY. CITY'S final reimbursement to the CONTRACTOR at the close of the Agreement period shall be adjusted to conform to actual units certified multiplied by the unit rates identified in Appendix B attached hereto, and shall not exceed the total amount authorized and certified for this Agreement.

(2) Cost Reimbursement:

A final closing invoice, clearly marked "FINAL," shall be submitted no later than forty-five (45) calendar days following the closing date of each fiscal year of the Agreement, and shall include only those costs incurred during the referenced period of performance. If costs are not invoiced during this period, all unexpended funding set aside for this Agreement will revert to CITY.

C. Payment shall be made by the CITY to CONTRACTOR at the address specified in the section entitled "Notices to Parties."

D. Upon the effective date of this Agreement, contingent upon prior approval by the CITY'S Department of Public Health of an invoice or claim submitted by Contractor, and of each year's revised Appendix A (Description of Services) and each year's revised Appendix B (Program Budget and Cost Reporting Data Collection Form), and

within each fiscal year, the CITY agrees to make an initial payment to CONTRACTOR not to exceed twenty-five per cent (25%) of the General Fund and Prop 63 portion of the CONTRACTOR'S allocation for the applicable fiscal year.

CONTRACTOR agrees that within that fiscal year, this initial payment shall be recovered by the CITY through a reduction to monthly payments to CONTRACTOR during the period of October 1 through March 31 of the applicable fiscal year, unless and until CONTRACTOR chooses to return to the CITY all or part of the initial payment for that fiscal year. The amount of the initial payment recovered each month shall be calculated by dividing the total initial payment for the fiscal year by the total number of months for recovery. Any termination of this Agreement, whether for cause or for convenience, will result in the total outstanding amount of the initial payment for that fiscal year being due and payable to the CITY within thirty (30) calendar days following written notice of termination from the CITY.

2. Program Budgets and Final Invoice:

A. Program Budgets are listed below and are attached hereto.

Budget Summary

- CRDC B1 – B11
- Appendix B-1 Therapeutic Behavioral Services (TBS)
- Appendix B -2 Intensive Therapeutic Foster Care (ITFC)
- Appendix B-3 Short Term Connections-Intensive Support Services
- Appendix B-4 Long Term Connections – Wraparound Services
- Appendix B-5 School Based Services
- Appendix B-6 Youth Transitional Services (YTS)
- Appendix B-7 Allm Higher
- Appendix B-8 Reserved
- Appendix B-9 San Francisco Connections Dialectical Behavioral Therapy Program (DBT)
- Appendix B-10 SOAR
- Appendix B-11 Compass

B. COMPENSATION

Compensation shall be made in monthly payments on or before the 30th day after the DIRECTOR, in his or her sole discretion, has approved the invoice submitted by CONTRACTOR. The breakdown of costs and sources of revenue associated with this Agreement appears in Appendix B, Cost Reporting/Data Collection (CR/DC) and Program Budget, attached hereto and incorporated by reference as though fully set forth herein. The maximum dollar obligation of the CITY under the terms of this Agreement shall not exceed **Forty Million Five Hundred Thirty Eight Thousand Four Hundred Four Dollars (\$40,538,404)** for the period of July 1, 2018 through June 30, 2022.

CONTRACTOR understands that, of this maximum dollar obligation, **\$4,343,400** is included as a contingency amount and is neither to be used in Appendix B, Budget, or available to CONTRACTOR without a modification to this Agreement executed in the same manner as this Agreement or a revision to Appendix B, Budget, which has been approved by the Director of Health. CONTRACTOR further understands that no payment of any portion of this contingency amount will be made unless and until such modification or budget revision has been fully approved and executed in accordance with applicable CITY and Department of Public Health laws, regulations and policies/procedures and certification as to the availability of funds by the Controller. CONTRACTOR agrees to fully comply with these laws, regulations, and policies/procedures.

(1) For each fiscal year of the term of this Agreement, CONTRACTOR shall submit for approval of the CITY's Department of Public Health a revised Appendix A, Description of Services, and a revised Appendix B, Program Budget and Cost Reporting Data Collection form, based on the CITY's allocation of funding for SERVICES for the appropriate fiscal year. CONTRACTOR shall create these Appendices in compliance with the instructions of the Department of Public Health. These Appendices shall apply only to the fiscal year for which they were created. These Appendices shall become part of this Agreement only upon approval by the CITY.

(2) CONTRACTOR understands that, of the maximum dollar obligation stated above, the total amount to be used in Appendix B, Budget and available to CONTRACTOR for the entire term of the contract is as follows, notwithstanding that for each fiscal year, the amount to be used in Appendix B, Budget and available to CONTRACTOR for that fiscal year shall conform with the Appendix A, Description of Services, and an Appendix B, Program Budget and Cost Reporting Data Collection form, as approved by the CITY's Department of Public Health based on the CITY's allocation of funding for SERVICES for that fiscal year.

July 1, 2018 through June 30, 2019	\$ 9,048,751
July 1, 2019 through June 30, 2020	\$ 9,048,751
July 1, 2020 through June 30, 2021	\$ 9,048,751
July 1, 2021 through June 30, 2022	<u>\$ 9,048,751</u>
Sub. total of July 1, 2018 through June 30, 2022	\$ 36,195,004
Contingency	<u>\$ 4,343,400</u>
Total of July 1, 2018 through June 30, 2022	\$ 40,538,404

(3) CONTRACTOR understands that the CITY may need to adjust sources of revenue and agrees that these needed adjustments will become part of this Agreement by written modification to CONTRACTOR. In event that such reimbursement is terminated or reduced, this Agreement shall be terminated or proportionately reduced accordingly. In no event will CONTRACTOR be entitled to compensation in excess of these amounts for these periods without there first being a modification of the Agreement or a revision to Appendix B, Budget, as provided for in this section of this Agreement.

(4) SERVICES OF ATTORNEYS No invoices for Services provided by law firms or attorneys, including, without limitation, as subcontractors of Contractor, will be paid unless the provider received advance written approval from the City Attorney.

(5) STATE OR FEDERAL MEDI-CAL REVENUES

- CONTRACTOR understands and agrees that should the CITY'S maximum dollar obligation under this Agreement include State or Federal Medi-Cal revenues, CONTRACTOR shall expend such revenues in the provision of SERVICES to Medi-Cal eligible clients in accordance with CITY, State, and Federal Medi-Cal regulations. Should CONTRACTOR fail to expend budgeted Medi-Cal revenues herein, the CITY'S maximum dollar obligation to CONTRACTOR shall be proportionally reduced in the amount of such unexpended revenues. In no event shall State/Federal Medi-Cal revenues be used for clients who do not qualify for Medi-Cal reimbursement.
- CONTRACTOR further understands and agrees that any State or Federal Medi-Cal funding in this Agreement subject to authorized Federal Financial Participation (FFP) is an estimate, and actual amounts will be determined based on actual services and actual costs, subject to the total compensation amount shown in this Agreement."

C. CONTRACTOR agrees to comply with its Budget as shown in Appendix B in the provision of SERVICES. Changes to the budget that do not increase or reduce the maximum dollar obligation of the CITY are subject to the provisions of the Department of Public Health Policy/Procedure Regarding Contract Budget Changes. CONTRACTOR agrees to comply fully with that policy/procedure.

D. No costs or charges shall be incurred under this Agreement nor shall any payments become due to CONTRACTOR until reports, SERVICES, or both, required under this Agreement are received from CONTRACTOR and approved by the DIRECTOR as being in accordance with this Agreement. CITY may withhold payment to CONTRACTOR in any instance in which CONTRACTOR has failed or refused to satisfy any material obligation provided for under this Agreement.

E. In no event shall the CITY be liable for interest or late charges for any late payments.

Appendix B - DPH 1: Department of Public Health Contract Budget Summary

DHCS Legal Entity Number (MH) 00115											Page # 1
DHCS Legal Entity Name (MH)/Contractor Name (SA) Seneca Family of Agencies											Fiscal Year 2018-19
Contract CMS # 1000009939											Funding Notification Date 05/18/18
Contract Appendix Number	B-1	B-2	B-3	B-4	B-5	B-6	B-7	B-9	B-10	B-11	
Provider Number	38CO	38CO	38CQ	38CQ	38CQ	38CQ	38CQ	38KTD	38CQ	38K7	
Program Name(s)											
Program Code(s)	38CQ5/38KTS	38CQ6	38CQ3	38CQ4	6890OP	38CQMS	38CQHA	38KTD	38CQAH	38K7GO	
Funding Term (mm/dd/yy - mm/dd/yy)	01/01/18-6/30/18	07/01/17-6/30/18	01/01/18-6/30/18	07/01/17-6/30/18	01/01/18-6/30/18	01/01/18-6/30/18	01/01/18-6/30/18	01/01/18-6/30/18	01/01/18-6/30/18	07/01/17-6/30/18	TOTAL
FUNDING USES											
Salaries	\$ 406,722	\$ 453,212	\$ 340,301	\$ 3,088,228	\$ 293,614	\$ 139,320	\$ 334,971	\$ 298,001	\$ 90,132.00	\$ 72,898.00	\$ 5,517,400
Employee Benefits	\$ 101,680	\$ 113,301	\$ 85,078	\$ 772,054	\$ 73,405	\$ 34,828	\$ 83,744	\$ 74,500	\$ 22,532	\$ 18,225.00	\$ 1,379,347
Subtotal Salaries & Employee Benefits	\$ 508,402	\$ 566,513	\$ 425,379	\$ 3,860,283	\$ 367,019	\$ 174,148	\$ 418,715	\$ 372,501	\$ 112,664	\$ 91,123	\$ 6,896,747
Operating Expenses	\$ 78,020	\$ 102,600	\$ 18,300	\$ 738,337	\$ 36,500	\$ 16,700	\$ 14,100	\$ 55,000	\$ 14,400	\$ -	\$ 1,073,867
Capital Expenses											\$ -
Subtotal Direct Expenses	\$ 586,422	\$ 669,113	\$ 443,679	\$ 4,588,620	\$ 403,519	\$ 190,848	\$ 432,815	\$ 427,501	\$ 127,064	\$ 91,123	\$ 7,970,704
Indirect Expenses	\$ 79,168	\$ 99,330	\$ 59,896	\$ 620,817	\$ 54,478	\$ 25,786	\$ 58,429	\$ 57,712	\$ 17,153	\$ 12,300	\$ 1,076,047
Indirect %	13.5%	13.5%	13.5%	13.5%	13.5%	13.5%	13.5%	13.5%	13.5%	13.5%	13.5%
TOTAL FUNDING USES	\$ 665,590	\$ 759,443	\$ 503,575	\$ 5,219,437	\$ 457,995	\$ 216,614	\$ 491,244	\$ 485,213	\$ 144,217	\$ 103,423	\$ 9,046,751
BHS MENTAL HEALTH FUNDING SOURCES											
MH FED SDMC FFP (50%) CYF	\$ 244,182	\$ 335,494	\$ 215,134	\$ 2,203,238	\$ 207,885	\$ 22,574	\$ 24,862	\$ 187,500	\$ 45,358	\$ 50,000	\$ 3,536,037
MH STATE CYF 2011 PSR-EPSDT	\$ 202,958	\$ 299,658	\$ 80,523	\$ 1,950,414	\$ 179,131	\$ 20,320	\$ 22,374	\$ 287,500	\$ -	\$ 50,000	\$ 3,082,878
MH WO HSA MH HSA GF Matches	\$ 37,274	\$ 35,836	\$ 9,611	\$ 219,764	\$ 28,564	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 331,049
MH WO HSA Parent Training Initiative	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
MH WO - DCYF Wellness Center	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 96,920	\$ -	\$ -	\$ -	\$ 96,920
MH MHSA (CSS)	\$ -	\$ -	\$ -	\$ 358,472	\$ -	\$ -	\$ 332,824	\$ -	\$ -	\$ -	\$ 691,296
MH MHSA (CSS)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
MH CYF COUNTY Local Match	\$ -	\$ -	\$ 198,073	\$ -	\$ -	\$ 169,408	\$ 11,900	\$ -	\$ -	\$ -	\$ 379,381
MH CYF COUNTY General Fund	\$ 180,283	\$ 87,581	\$ -	\$ 482,188	\$ 41,915	\$ 4,312	\$ -	\$ 10,213	\$ 98,859	\$ 3,423	\$ 908,754
MH CYF COUNTY WO CODB	\$ 915	\$ 874	\$ 234	\$ 6,361	\$ 880	\$ -	\$ 2,364	\$ -	\$ -	\$ -	\$ 10,438
TOTAL BHS MENTAL HEALTH FUNDING SOURCES	\$ 665,590	\$ 759,443	\$ 503,575	\$ 5,219,437	\$ 457,995	\$ 216,614	\$ 491,244	\$ 485,213	\$ 144,217	\$ 103,423	\$ 9,046,751
BHS SUBSTANCE ABUSE FUNDING SOURCES											
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL BHS SUBSTANCE ABUSE FUNDING SOURCES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
OTHER DPH FUNDING SOURCES											
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL OTHER DPH FUNDING SOURCES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL DPH FUNDING SOURCES	\$ 665,590	\$ 759,443	\$ 503,575	\$ 5,219,437	\$ 457,995	\$ 216,614	\$ 491,244	\$ 485,213	\$ 144,217	\$ 103,423	\$ 9,046,751
NON-DPH FUNDING SOURCES											
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL NON-DPH FUNDING SOURCES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL FUNDING SOURCES (DPH AND NON-DPH)	\$ 665,590	\$ 759,443	\$ 503,575	\$ 5,219,437	\$ 457,995	\$ 216,614	\$ 491,244	\$ 485,213	\$ 144,217	\$ 103,423	\$ 9,046,751
Prepared By: Janet Briggs 5/10/17											Phone Number: 510-300-6325

Appendix B - DPH 2: Department of Public Health Cost Reporting/Data Collection (CRDC)

DHCS Legal Entity Name (MH)/Contractor Name (SA) 00115		Appendix # B-1	
Provider Name Seneca Family of Agencies		Page # 1	
Provider Number 38KT		Fiscal Year 2018-19	
		Funding Notification Date 05/18/18	
Program Name	TBS		
Program Code	38KT5		
Mode/SFC (MH) or Modality (SA)	15/58		
Service Description	168		
Funding Term (07/01/18 - 06/30/19)	07/01/18-6/30/19		TOTAL
FUNDING USES			
Salaries & Employee Benefits	508,402		508,402
Operating Expenses	78,020		78,020
Capital Expenses	-		-
Subtotal Direct Expenses	586,422		586,422
Indirect Expenses	79,168		79,168
TOTAL FUNDING USES	665,590		665,590
BHS MENTAL HEALTH FUNDING SOURCES			
MH FED SDMC FFP (50%) CYF	HMHMCP751594	244,182	244,182
MH STATE CYF 2011 PSR-EPSDT	HMHMCP751594	202,956	202,956
MH WO HSA MH HSA GF Matches	HMHMCHMTCHWO	37,274	37,274
MH CYF COUNTY General Fund	HMHMCP751594	180,283	180,283
MH CYF COUNTY WO CODB	HMHMCP751594	915	915
TOTAL BHS MENTAL HEALTH FUNDING SOURCES		665,590	665,590
BHS SUBSTANCE ABUSE FUNDING SOURCES			
TOTAL BHS SUBSTANCE ABUSE FUNDING SOURCES			
OTHER DPH FUNDING SOURCES			
TOTAL OTHER DPH FUNDING SOURCES			
TOTAL DPH FUNDING SOURCES		665,590	665,590
NON-DPH FUNDING SOURCES			
TOTAL NON-DPH FUNDING SOURCES			
TOTAL FUNDING SOURCES (DPH AND NON-DPH)		665,590	665,590
BHS UNIT OF SERVICE AND UNIT COST			
Number of Beds Purchased (if applicable)			
SA Only - Non-Res 33 - ODF # of Group Sessions (classes)			
SA Only - Licensed Capacity for Medi-Cal Provider with Narcotic Tx Program			
Payment Method	Fee-For-Service (FFS)	Fee-For-Service (FFS)	
DPH Units of Service	216,101		
Unit Type	Staff Minute	0	0
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only)	\$ 3.08	\$ -	\$ -
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)	\$ 3.08	\$ -	\$ -
Published Rate (Medi-Cal Providers Only)			
Unduplicated Clients (UDC)	45	0	45
			45

Appendix B - DPH 3: Salaries & Benefits Detail

Program Name: TBS
Program Code: 38CQ5/38KT5

Appendix #:	B-1
Page #:	2
Fiscal Year:	2018-19
Notification Date:	05/18/18

	TOTAL		General Fund HMMCP751594		Work Order HSA HMHCHMTCHWO									
Term 07/01/18 - 06/30/19														
Position Title	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries
Division Director	0.03	\$ 3,500.00	0.03	3,500.00										
Director	0.25	\$ 19,688.00	0.25	19,687.50	0.00	0								
Program Manager	0.15	\$ 11,134.00	0.15	11,133.60										
TBS Clinician	4.45	\$ 263,241.00	4.00	236,968.00	\$ 0.45	28,273.00								
Licensed Clinical Supervisor	0.20	\$ 21,800.00	0.20	21,800.00										
Program Manager	1.00	\$ 43,680.00	1.00	43,680.00		\$ -								
Direct QA and Training	0.25	\$ 43,680.00	0.25	43,680.00										
	0.00	\$ -												
	0.00	\$ -												
	0.00	\$ -												
	0.00	\$ -												
	0.00	\$ -												
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	0.00	\$ -												
	0.00	\$ -												
	0.00	\$ -												
Totals:	6.33	\$ 406,723.00	5.88	\$ 380,449.10	0.45	\$ 26,273.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -
Employee Fringe Benefits:	25.00%	\$ 101,680.00	25.00%	\$95,113	25.00%	\$6,567	0.00%		0.00%		0.00%		0.00%	
TOTAL SALARIES & BENEFITS		\$ 508,403.00		\$ 475,562.00		\$ 32,840.00		\$ -		\$ -		\$ -		\$ -

Appendix B - DPH 4: Operating Expenses Detail

Program Name: TBS
 Program Code: 38CQ5/38KT5

Appendix #: B-1
 Page #: 3
 Fiscal Year: 2018-19
 Funding Notification Date: 05/18/18

Expense Categories & Line Items	TOTAL	General Fund HMHMCP751594						
Term 07/01/18 - 06/30/19								
Rent	\$ 27,420.00	\$ 27,420.00	\$ -					
Utilities(telephone, electricity, water, gas)	\$ 15,000.00	\$ 15,000.00						
Building Repair/Maintenance	\$ 10,000.00	\$ 10,000.00						
Occupancy Total:	\$ 52,420.00	\$ 52,420.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office Supplies	\$ 2,100.00	\$ 2,100.00						
Photocopying	\$ -							
Program Supplies	\$ -	\$ -						
Computer Hardware/Software	\$ -							
Materials & Supplies Total:	\$ 2,100.00	\$ 2,100.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Training/Staff Development	\$ 2,000.00	\$ 2,000.00						
Insurance	\$ -							
Professional License	\$ -							
Permits	\$ -							
Equipment Lease & Maintenance	\$ 1,500.00	\$ 1,500.00						
General Operating Total:	\$ 3,500.00	\$ 3,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Local Travel	\$ 10,000.00	\$ 10,000.00						
Out-of-Town Travel	\$ -							
Field Expenses	\$ -							
Staff Travel Total:	\$ 10,000.00	\$ 10,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Consultant/Subcontractor : Shira Jindal - Jordan - Note approver, 400 hours at \$25)	\$ 10,000.00	\$ 10,000.00						
(add more Consultant/Subcontractor lines as necessary)	\$ -							
Consultant/Subcontractor Total:	\$ 10,000.00	\$ 10,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other (provide detail):	\$ -							
	\$ -							
Other Total:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL OPERATING EXPENSE	\$ 78,020.00	\$ 78,020.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Appendix B - DPH 2: Department of Public Health Cost Reporting/Data Collection (CRDC)

DHCS Legal Entity Name (MH)/Contractor Name (SA) 00115							Appendix #	B-2
Provider Name Seneca Family of Agencies							Page #	1
Provider Number 38CQ							Fiscal Year	2018-19
							Funding Notification Date	05/18/18
Program Name	Intensive Therapeutic Foster Care	Intensive Therapeutic Foster Care	Intensive Therapeutic Foster Care	Intensive Therapeutic Foster Care	Intensive Therapeutic Foster Care	Intensive Therapeutic Foster Care		
Program Code	38CQ6	38CQ6	38CQ6	38CQ6	38CQ6	38CQ6		
Mode/SFC (MH) or Modality (SA)	15/01-09	15/10-57, 59	15/70-79	15/60-69	15/07	15/57		
Service Description	Case Mgt Brokerage	OP-MH Svcs	Crisis Intervention-OP	Medication Support	Outpatient Intensive care (ICC)	OP Home Based IHBS		
Funding Term (07/01/16 - 06/30/17)	07/01/18 - 06/30/19	07/01/18 - 06/30/19	07/01/18 - 06/30/19	07/01/18 - 06/30/19	07/01/18 - 06/30/19	07/01/18 - 06/30/19	TOTAL	
FUNDING USES								
Salaries & Employee Benefits	50,986	443,296	4,249	11,330	28,326	28,326	566,513	
Operating Expenses	9,234	80,284	770	2,052	5,130	5,130	102,600	
Capital Expenses	-	-	-	-	-	-	-	
Subtotal Direct Expenses	60,220	523,580	5,019	13,382	33,456	33,456	669,113	
Indirect Expenses	8,129	70,681	676	1,808	4,518	4,518	90,330	
TOTAL FUNDING USES	68,349	594,261	5,695	15,190	37,974	37,974	759,443	
BHS MENTAL HEALTH FUNDING SOURCES	Accounting Code							
MH FED SDMC FFP (50%) CYF	HMHMCP751594	30,194	262,524	2,516	6,710	16,775	335,484	
MH STATE CYF 2011 PSR-EPST	HMHMCP751594	26,968	234,482	2,247	5,993	14,984	299,668	
MH WO HSA MH HSA GF Matches	HMHMCHMTCHWO	3,226	28,038	268	718	1,793	35,836	
		-	-	-	-	-	-	
		-	-	-	-	-	-	
		-	-	-	-	-	-	
		-	-	-	-	-	-	
MH CYF COUNTY General Fund	HMHMCP751594	7,882	68,534	657	1,762	4,378	87,581	
MH CYF COUNTY WO CODB	HMHMCP751594	79	683	7	17	44	874	
		-	-	-	-	-	-	
TOTAL BHS MENTAL HEALTH FUNDING SOURCES		68,349	594,261	5,695	15,190	37,974	759,443	
BHS SUBSTANCE ABUSE FUNDING SOURCES								
		-	-	-	-	-	-	
		-	-	-	-	-	-	
TOTAL BHS SUBSTANCE ABUSE FUNDING SOURCES		-	-	-	-	-	-	
OTHER DPH FUNDING SOURCES								
		-	-	-	-	-	-	
TOTAL OTHER DPH FUNDING SOURCES		-	-	-	-	-	-	
TOTAL DPH FUNDING SOURCES		68,349	594,261	5,695	15,190	37,974	759,443	
NON-DPH FUNDING SOURCES								
		-	-	-	-	-	-	
TOTAL NON-DPH FUNDING SOURCES		-	-	-	-	-	-	
TOTAL FUNDING SOURCES (DPH AND NON-DPH)		68,349	594,261	5,695	15,190	37,974	759,443	
BHS UNITS OF SERVICE AND UNIT COST								
Number of Beds Purchased (if applicable)								
SA Only - Non-Res 33 - ODF # of Group Sessions (classes)								
SA Only - Licensed Capacity for Medi-Cal Provider with Narcotic Tx Program								
Payment Method	Fee-For-Service (FFS)	Fee-For-Service (FFS)	Fee-For-Service (FFS)	Fee-For-Service (FFS)	Fee-For-Service (FFS)	Fee-For-Service (FFS)		
DPH Units of Service	28,839	192,942	1,259	2,628	18,022	12,329		
Unit Type	Staff Minute	Staff Minute	Staff Minute	Staff Minute	Staff Minute	Staff Minute		
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES ONLY)	\$ 2.37	\$ 3.08	\$ 4.52	\$ 5.78	\$ 2.37	\$ 3.08		
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)	\$ 2.37	\$ 3.08	\$ 4.52	\$ 5.78	\$ 2.37	\$ 3.08		
Published Rate (Medi-Cal Providers Only)	\$ 2.37	\$ 3.08	\$ 4.52	\$ 5.78	\$ 2.37	\$ 3.08		
Unduplicated Clients (UDC)	25	25	25	25	25	25	25	

Appendix B - DPH 3: Salaries & Benefits Detail

Program Name: ITFC
Program Code: 38CQ6

Appendix #: B-2

Page # 2

Fiscal Year: 2018-19

Funding Notification Date: 05/18/18

[illegible]

Appendix B - DPH 4: Operating Expenses Detail

Program Name: ITFC
 Program Code: 38CQ6

Appendix #: B-2
 Page #: 3
 Fiscal Year: 2018-19
 Funding Notification Date: 05/18/18

Expense Categories & Line Items	TOTAL	General Fund HMHMCP751594						
Term 07/01/18 - 06/30/19								
Rent	\$ -	\$ -						
Utilities (telephone, electricity, water, gas)	\$ 30,000.00	\$ 30,000.00						
Building Repair/Maintenance	\$ -							
Occupancy Total:	\$ 30,000.00	\$ 30,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office Supplies	\$ 3,600.00	\$ 3,600.00						
Photocopying	\$ -							
Program Supplies	\$ 3,000.00	\$ 3,000.00						
Computer Hardware/Software	\$ -							
Materials & Supplies Total:	\$ 6,600.00	\$ 6,600.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Training/Staff Development	\$ 6,000.00	6,000						
Insurance	\$ -	\$ -						
Professional License	\$ -							
Permits	\$ -							
Equipment Lease & Maintenance	\$ 24,000.00	\$ 24,000.00						
General Operating Total:	\$ 30,000.00	\$ 30,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Local Travel	\$ 36,000.00	\$ 36,000.00						
Out-of-Town Travel	\$ -	\$ -						
Field Expenses	\$ -							
Staff Travel Total:	\$ 36,000.00	\$ 36,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Consultant/Subcontractor (Provide Consultant/Subcontracting Agency Name, Service Detail w/Dates, Hourly Rate and (add more Consultant/Subcontractor lines as necessary)	\$ -							
Consultant/Subcontractor Total:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other (provide detail):	\$ -							
	\$ -							
	\$ -							
Other Total:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL OPERATING EXPENSE	\$ 102,600.00	\$ 102,600.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Appendix B - DPH 2: Department of Public Health Cost Reporting/Data Collection (CRDC)

DHCS Legal Entity Name (MH)/Contractor Name (SA) 00115							Appendix #	B-3
Provider Name: Seneca Family of Agencies							Page #	1
Provider Number: 38CQ							Fiscal Year	2018-19
							Funding Notification Date	05/18/18
Program Name	Short Term Connections	Short Term Connections	Short Term Connections	Short Term Connections	Short Term Connections	Short Term Connections		
Program Code	38CQ3	38CQ3	38CQ3	38CQ3	38CQ3	38CQ3		
Model/SFC (MH) or Modality (SA)	15/01-09	15/10-57, 59	15/70-79	15/80-89	15-07	15/57		
Service Description	Case Mgt Brokerage	OP-MH Svcs	Crisis Intervention-OP	Medication Support	Intensive care (IC)	OP Home Basedd IHBS		
Funding Term (mm/dd/yy - mm/dd/yy)	07/01/18 - 06/30/19	07/01/18 - 06/30/19	07/01/18 - 06/30/19	07/01/18 - 06/30/19	07/01/18 - 06/30/19	07/01/18 - 06/30/19	TOTAL	
FUNDING USES								
Salaries & Employee Benefits	38,284	332,860	3,189	8,508	21,269	21,269	425,379	
Operating Expenses	1,646	14,321	137	366	915	915	18,300	
Capital Expenses	-	-	-	-	-	-	-	
Subtotal Direct Expenses	39,930	347,181	3,326	8,874	22,184	22,184	443,679	
Indirect Expenses	5,392	46,869	449	1,198	2,994	2,994	59,896	
TOTAL FUNDING USES	45,322	394,050	3,775	10,072	25,178	25,178	503,575	
BHS MENTAL HEALTH FUNDING SOURCES								
Accounting Code								
MH FED SDMC FFP (50%) CYF	HMHMCP751594	19,362	168,342	1,615	4,303	10,757	215,134	
MH STATE CYF 2011 PSR-EPST	HMHMCP751594	7,247	63,016	602	1,610	4,024	80,523	
MH WO HSA MH HSA GE Matches	HMHMCHMTCHWO	865	7,520	71	192	481	9,811	
		-	-	-	-	-	-	
		-	-	-	-	-	-	
		-	-	-	-	-	-	
MH CYF COUNTY Local Match	HMHMCP751594	17,827	154,992	1,485	3,960	9,904	198,073	
MH CYF COUNTY General Fund	HMHMCP751594	-	-	-	-	-	-	
MH CYF COUNTY WO COOB	HMHMCP751594	21	180	2	7	12	234	
		-	-	-	-	-	-	
TOTAL BHS MENTAL HEALTH FUNDING SOURCES		45,322	394,050	3,775	10,072	25,178	503,575	
BHS SUBSTANCE ABUSE FUNDING SOURCES								
		-	-	-	-	-	-	
		-	-	-	-	-	-	
		-	-	-	-	-	-	
TOTAL BHS SUBSTANCE ABUSE FUNDING SOURCES		-	-	-	-	-	-	
OTHER DPH FUNDING SOURCES								
		-	-	-	-	-	-	
		-	-	-	-	-	-	
TOTAL OTHER DPH FUNDING SOURCES		-	-	-	-	-	-	
TOTAL DPH FUNDING SOURCES		45,322	394,050	3,775	10,072	25,178	503,575	
NON-DPH FUNDING SOURCES								
		-	-	-	-	-	-	
		-	-	-	-	-	-	
TOTAL NON-DPH FUNDING SOURCES		-	-	-	-	-	-	
TOTAL FUNDING SOURCES (DPH AND NON-DPH)		45,322	394,050	3,775	10,072	25,178	503,575	
BHS UNITS OF SERVICE AND UNIT COST								
Number of Beds Purchased (if applicable)								
SA Only - Non-Res 33 - ODF # of Group Sessions (classes)								
SA Only - Licensed Capacity for Medi-Cal Provider with Narcotic Tx Program								
Payment Method	Fee-For-Service (FFS)	Fee-For-Service (FFS)	Fee-For-Service (FFS)	Fee-For-Service (FFS)	Fee-For-Service (FFS)	Fee-For-Service (FFS)		
DPH Units of Service	19,123	127,938	835	1,742	10,824	8,175		
Unit Type	Staff Minute	Staff Minute	Staff Minute	Staff Minute	Staff Minute	Staff Minute		
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES ONLY)								
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)	\$ 2.37	\$ 3.08	\$ 4.52	\$ 5.78	\$ 2.37	\$ 3.08		
Published Rate (Medi-Cal Providers Only)	\$ 2.37	\$ 3.08	\$ 4.52	\$ 5.78	\$ 2.37	\$ 3.08	Total UDC	
Unduplicated Clients (UDC)	60	60	60	60	60	60	60	

Appendix B - DPH 3: Salaries & Benefits Detail

Program Name: Short Term Connections
Program Code: 38CQ3

Appendix #: B-3
Page #: 2
Fiscal Year: 2018-19
Funding Notification Date: 05/18/18

[illegible]

Appendix B - DPH 4: Operating Expenses Detail

Program Name: Short Term Connections
 Program Code: 38CQ3

Appendix #: B-3
 Page #: 3
 Fiscal Year: 2017-18
 Funding Notification Date: 10/17/17

Expense Categories & Line Items	TOTAL	General Fund HMHMCP751594						
Term 07/01/18 - 06/30/19								
Rent	\$ 6,000.00	\$ 6,000.00						
Utilities (telephone, electricity, water, gas)	\$ 600.00	\$ 600.00						
Building Repair/Maintenance	\$ 2,000.00	\$ 2,000.00						
Occupancy Total:	\$ 8,600.00	\$ 8,600.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office Supplies	\$ 1,000.00	\$ 1,000.00						
Photocopying	\$ -							
Program Supplies	\$ 1,500.00	\$ 1,500.00						
Computer Hardware/Software	\$ 1,500.00	\$ 1,500.00						
Materials & Supplies Total:	\$ 4,000.00	\$ 4,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Training/Staff Development	\$ 300.00	\$ 300.00						
Insurance	\$ -	\$ -						
Professional License	\$ -							
Permits	\$ -							
Equipment Lease & Maintenance	\$ 900.00	\$ 900.00						
General Operating Total:	\$ 1,200.00	\$ 1,200.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Local Travel	\$ 4,500.00	\$ 4,500.00						
Out-of-Town Travel	\$ -	\$ -						
Field Expenses	\$ -							
Staff Travel Total:	\$ 4,500.00	\$ 4,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Consultant/Subcontractor (Provide Consultant/Subcontracting Agency Name, Service Detail w/Dates, Hourly Rate and (add more Consultant/Subcontractor lines as necessary)	\$ -							
Consultant/Subcontractor Total:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other (provide detail):	\$ -							
	\$ -							
Other Total:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL OPERATING EXPENSE	\$ 18,300.00	\$ 18,300.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Appendix B - DPH 2: Department of Public Health Cost Reporting/Data Collection (CRDC)

DHCS Legal Entity Name (MH)/Contractor Name (SA) 00115 Provider Name: Seneca Family of Agencies Provider Number: 38CQ								Appendix # B-4 Page # 1 Fiscal Year 2018-19 Funding Notification Date 05/18/18
Program Name	LT Connections- WRAP	LT Connections- WRAP	LT Connections- WRAP	LT Connections- WRAP	LT Connections- WRAP	LT Connections- WRAP	LT Connections- WRAP	
Program Code	38CQ4	38CQ4	38CQ4	38CQ4	38CQ4	38CQ4	38CQ4	
Mode/SFC (MH) or Modality (SA)	15/01-08	16/10-57, 59	15/70-79	15/60-59	15/07	15/57	60/79	
Service Description	Case Mgt Brokerage	OP-MH Svcs	Crisis Intervention-OP	Medication Support	Outpatient Intensive care (ICC)	OP Home Based IHS	Other Non-Medical Client Support Exp	
Funding Term (mm/dd/yy - mm/dd/yy)	07/01/18 - 06/30/19	07/01/18 - 06/30/19	07/01/18 - 06/30/19	07/01/18 - 06/30/19	07/01/18 - 06/30/19	07/01/18 - 06/30/19	07/01/18 - 06/30/19	TOTAL
FUNDING USES								
Salaries & Employee Benefits	325,686	2,831,659	27,140	72,374	180,935	180,935	241,563	3,860,283
Operating Expenses	59,765	519,624	4,980	13,282	33,203	33,203	74,280	738,337
Capital Expenses	-	-	-	-	-	-	-	-
Subtotal Direct Expenses	385,451	3,351,283	32,120	85,656	214,138	214,138	315,833	4,598,620
Indirect Expenses	52,035	452,423	4,336	11,665	28,910	28,909	42,639	620,817
TOTAL FUNDING USES	437,486	3,803,706	36,456	97,221	243,048	243,048	358,472	5,219,437
BHS MENTAL HEALTH FUNDING SOURCES	Accounting Code							
MH FED SDMC FFP (50%) CYF	HMHMCP751594	198,291	1,724,034	18,524	44,065	110,162	110,162	2,203,238
MH STATE CYF 2011 PSR-EPST	HMHMCP751594	175,537	1,526,195	14,629	39,009	97,522	97,522	1,950,414
MH WO HSA MH HSA GF Matches	HMHMCHMTCHWO	19,779	171,969	1,647	4,395	10,987	10,987	219,764
MH MHSA (GSS)	HMHMPG632PMH8694703	-	-	-	-	-	-	-
MH CYF COUNTY General Fund	HMHMCP751594	-	-	-	-	-	-	-
MH CYF COUNTY General Fund	HMHMCP751594	43,397	377,313	3,616	9,644	24,109	24,109	482,188
MH CYF COUNTY WO CODB	HMHMCP751594	482	4,195	40	108	268	268	5,361
TOTAL BHS MENTAL HEALTH FUNDING SOURCES		437,486	3,803,706	36,456	97,221	243,048	243,048	358,472
BHS SUBSTANCE ABUSE FUNDING SOURCES								
TOTAL BHS SUBSTANCE ABUSE FUNDING SOURCES								
OTHER DPH FUNDING SOURCES								
TOTAL OTHER DPH FUNDING SOURCES								
TOTAL DPH FUNDING SOURCES		437,486	3,803,706	36,456	97,221	243,048	243,048	358,472
NON-DPH FUNDING SOURCES								
TOTAL NON-DPH FUNDING SOURCES								
TOTAL FUNDING SOURCES (DPH AND NON-DPH)		437,486	3,803,706	36,456	97,221	243,048	243,048	358,472
BHS UNITS OF SERVICE AND UNIT COST								
Number of Beds Purchased (If applicable)								
SA Only - Non-Res 33 - ODF # of Group Sessions (classes)								
SA Only - Licensed Capacity for Medi-Cal Provider with Narcotic Tx Program								
Payment Method	Fee-For-Service (FFS)	Fee-For-Service (FFS)	Fee-For-Service (FFS)	Fee-For-Service (FFS)	Fee-For-Service (FFS)	Fee-For-Service (FFS)	Fee-For-Service (FFS)	Cost Reimbursement (CR)
DPH Units of Service	184,693	1,234,969	8,065	16,967	102,651	78,911		1
Unit Type	Staff Minute	Staff Minute	Staff Minute	Staff Minute	#N/A	#N/A		Staff Hour or Client Day, depending on contract
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only)	\$ 2.37	\$ 3.08	\$ 4.52	\$ 5.73	\$ 2.37	\$ 3.08	\$ 358,472	
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)	\$ 2.37	\$ 3.08	\$ 4.52	\$ 5.73	\$ 2.37	\$ 3.08	\$ 358,472	
Published Rate (Medi-Cal Providers Only)	\$ 2.37	\$ 3.08	\$ 4.52	\$ 5.73	\$ 2.37	\$ 3.08		
Unduplicated Clients (UDC)	75	75	75	75	75	75	1	75

Appendix B - DPH 3: Salaries & Benefits Detail

Program Name: Long Term Connections
Program Code: 38CQ4

Appendix #: B-4

Page # 2

Fiscal Year: 2018-19

Funding Notification Date: 05/18/18

	TOTAL		General Fund HMHMCP751594		Work Order HSA HMHMCHMTCHWO		HMHPROP 63 PMHS83-1703							
Term 07/01/18 - 06/30/19 Position Title	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries
Executive Director	0.25	\$ 37,000	0.25	37,000		-		-		-		-		-
Director	0.50	47,316	0.50	47,316		-		-		-		-		-
Assistant Director	0.75	70,973	0.75	70,973		-		-		-		-		-
Program Manager	1.00	64,000	1.00	64,000		-		-		-		-		-
Licensed Clinical Supervisor	2.00	192,000	2.00	192,000		-		-		-		-		-
Therapist/Clinicians	20.00	1,280,046	20.00	1,280,046	-	-		-		-		-		-
Team Supervisor	4.00	296,640	4.00	296,640		-		-		-		-		-
Mental Health Counselor	20.15	930,544	12.00	582,400	3.75	154,900		4.40		193,244		-		-
Quality Assurance / Manager	0.25	22,500	0.25	22,500		-		-		-		-		-
Direct QA and Training	1.50	63,090	1.50	63,090		-		-		-		-		-
Case Assistant	2.00	84,120	2.00	84,120		-		-		-		-		-
	0.00	-		-		-		-		-		-		-
	0.00	-		-		-		-		-		-		-
	0.00	-		-		-		-		-		-		-
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	0.00	-		-		-		-		-		-		-
	0.00	-		-	</									

Employee Fringe Benefits:	25.00%	\$772,054	25.00%	\$685,021	25.00%	\$38,724	25.00%	\$46,309	0.00%		0.00%		0.00%
TOTAL SALARIES & BENEFITS:		\$3,860,283		\$ 3,425,108.00		\$193,624		\$ 241,553.00		\$ -		\$ -	

Appendix B - DPH 4: Operating Expenses Detail

Program Name: Long Term Connections
 Program Code: 38CQ4

Appendix #: B-4
 Page #: 3
 Fiscal Year: 2018-19
 Funding Notification Date: 05/18/18

Expense Categories & Line Items	TOTAL	General Fund HMMCP751594	HMMPROP 63 PMH563-1703				
Term 07/01/18 - 06/30/19							
Rent	\$ 108,000.00	\$ 108,000.00					
Utilities(telephone, electricity, water, gas)	\$ 50,000.00	\$ 50,000.00					
Building Repair/Maintenance	\$ 36,000.00	\$ 36,000.00					
Occupancy Total:	\$ 194,000.00	\$ 194,000.00	\$ -	\$ -	\$ -	\$ -	\$ -
Office Supplies	\$ 16,000.00	\$ 16,000.00					
Photocopying	\$ -						
Program Supplies	\$ 80,137.00	\$ 80,137.00					
Computer Hardware/Software	\$ 25,000.00	\$ 25,000.00					
Materials & Supplies Total:	\$ 121,137.00	\$ 121,137.00	\$ -	\$ -	\$ -	\$ -	\$ -
Training/Staff Development	\$ 11,000.00	\$ 11,000.00					
Insurance	\$ -	\$ -					
Professional License	\$ -	\$ -					
Permits	\$ -						
Equipment Lease & Maintenance	\$ 6,000.00	\$ 6,000.00					
General Operating Total:	\$ 17,000.00	\$ 17,000.00	\$ -	\$ -	\$ -	\$ -	\$ -
Local Travel	\$ 138,000.00	\$ 138,000.00					
Out-of-Town Travel	\$ -	\$ -					
Field Expenses	\$ -						
Staff Travel Total:	\$ 138,000.00	\$ 138,000.00	\$ -	\$ -	\$ -	\$ -	\$ -
Consultant/Subcontractor : Nancy Fey, Note Approver, contract rate \$70. x 857 hours = \$60,000	\$ 60,000.00	\$ 60,000.00					
Beats, Rhymes and Life, Mental Health Services Program. Monthly bill \$6000-\$9160, various service dates	\$ 97,920.00	\$ 97,920.00					
Consultant/Subcontractor : Emily Fuehrer - Note approver, various hours at \$25)	\$ 18,000.00	\$ 18,000.00					
Consultant/Subcontractor : BRL workshop series group	\$ 74,280.00		\$ 74,280.00				
Consultant/Subcontractor : Shira Jindal - Jordan - Note approver, various hours at \$25)	\$ 18,000.00	\$ 18,000.00					
Consultant/Subcontractor Total:	\$ 268,200.00	\$ 193,920.00	\$ 74,280.00	\$ -	\$ -	\$ -	\$ -
	\$ -						
	\$ -						
	\$ -						
Other Total:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL OPERATING EXPENSE	\$ 738,337.00	\$ 664,057.00	\$ 74,280.00	\$ -	\$ -	\$ -	\$ -

Appendix B - DPH 2: Department of Public Health Cost Reporting/Data Collection (CRDC)

DHCS Legal Entity Name (MH)/Contractor Name (SA) 00115							Appendix #	B-5
Provider Name Seneca Family of Agencies							Page #	1
Provider Number 38CQ							Fiscal Year	2018-19
							Funding Notification Date	05/18/18
Program Name	School Based	School Based		School Based	School Based	School Based		
Program Code	8980CP	8980CP		8980CP	8980CP	8980CP		
Mode/SFC (MH) or Modality (SA)	15/01-09	15/10-57, 59		15/60-69	15-07	15/57		
Service Description	Case Mgt Brokerage	OP-MH Svcs		Medication Support	Outpatient Intensive care (ICC)	OP Home Basedd IHBS		
Funding Term (mm/dd/yy - mm/dd/yy)	07/01/18 - 06/30/19	07/01/18 - 06/30/19		07/01/18 - 06/30/19	07/01/18 - 06/30/19	07/01/18 - 06/30/19		
FUNDING USES								TOTAL
Salaries & Employee Benefits	33,032	293,613		3,672	18,351	18,351		367,019
Operating Expenses	3,285	29,200		365	1,825	1,825		36,500
Capital Expenses	-	-		-	-	-		-
Subtotal Direct Expenses	36,317	322,813		4,037	20,176	20,176		403,519
Indirect Expenses	4,803	43,580		545	2,724	2,724		54,476
TOTAL FUNDING USES	41,220	366,393		4,582	22,900	22,900		457,995
BHS-MENTAL HEALTH FUNDING SOURCES	Accounting Code							
MH FED-SDMC FFP (50%) CYF	HMH-MCP751594	18,693	166,156	-	2,078	10,384	10,384	207,695
MH STATE CYF 2011 PSR-EPSDT	HMH-MCP751594	16,121	143,307	-	1,791	8,956	8,956	179,131
MH WO HSA MH HSA GF Matches	HMH-MCHMTCHWO	2,572	22,850	-	286	1,428	1,428	28,564
		-	-	-	-	-	-	-
		-	-	-	-	-	-	-
		-	-	-	-	-	-	-
MH CYF COUNTY General Fund	HMH-MCP751594	3,772	33,528	-	420	2,097	2,097	41,915
MH CYF COUNTY WO CODB	HMH-MCP751594	82	551	-	7	35	35	690
		-	-	-	-	-	-	-
TOTAL BHS-MENTAL HEALTH FUNDING SOURCES		41,220	366,393	-	4,582	22,900	22,900	457,995
BHS-SUBSTANCE ABUSE FUNDING SOURCES								
TOTAL BHS-SUBSTANCE ABUSE FUNDING SOURCES								
OTHER DPH FUNDING SOURCES								
TOTAL OTHER DPH FUNDING SOURCES								
TOTAL DPH FUNDING SOURCES		41,220	366,393	-	4,582	22,900	22,900	457,995
NON-DPH FUNDING SOURCES								
TOTAL NON-DPH FUNDING SOURCES								
TOTAL FUNDING SOURCES (DPH AND NON-DPH)		41,220	366,393	-	4,582	22,900	22,900	457,995
BHS UNITS OF SERVICE AND UNIT COST								
Number of Beds Purchased (if applicable)								
SA Only - Non-Res 33 - ODF # of Group Sessions (classes)								
SA Only - Licensed Capacity for Medi-Cal Provider with Narcotic Tx Program								
Payment Method	Fee-For-Service (FFS)	Fee-For-Service (FFS)		Fee-For-Service (FFS)	Fee-For-Service (FFS)	Fee-For-Service (FFS)		
DPH Units of Service	17,393	118,958		792	9,662	7,435		
Unit Type	Staff Minute	Staff Minute	0	Staff Minute			0	
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES ONLY)	\$ 2.37	\$ 3.08		\$ 5.78	\$ 2.37	\$ 3.08		
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)	\$ 2.37	\$ 3.08		\$ 5.78	\$ 2.37	\$ 3.08		
Published Rate (Medi-Cal Providers Only)	\$ 2.37	\$ 3.08		\$ 5.78	\$ 2.37	\$ 3.08		
Unduplicated Clients (UDC)	20	20		20				Total UDC
								10

Appendix B • DPH 3: Salaries & Benefits Detail

Program Name: School Based
Program Code: 89802

Appendix #: B-5
Page #: 2

Fiscal Year: 2018-19

Funding Notification Date: 05/18/18

[illegible]

Appendix B - DPH 4: Operating Expenses Detail

Program Name: School Based
 Program Code: 89802

Appendix #: B-5
 Page #: 3
 Fiscal Year: 2018-19
 Funding Notification Date: 05/18/18

Expense Categories & Line Items	TOTAL	General Fund HMMCP751594						
Term 07/01/18 - 06/30/19								
Rent	\$ 6,000.00	\$ 6,000.00						
Utilities(telephone, electricity, water, gas)	\$ 5,000.00	\$ 5,000.00						
Building Repair/Maintenance	\$ 2,000.00	\$ 2,000.00						
Occupancy Total:	\$ 13,000.00	\$ 13,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office Supplies	\$ 1,500.00	\$ 1,500.00						
Photocopying	\$ -							
Program Supplies	\$ 2,000.00	\$ 2,000.00						
Computer Hardware/Software	\$ 3,000.00	\$ 3,000.00						
Materials & Supplies Total:	\$ 6,500.00	\$ 6,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Training/Staff Development	\$ 3,000.00	3,000						
Insurance	\$ -	\$ -						
Professional License	\$ -							
Permits	\$ -							
Equipment Lease & Maintenance	\$ 2,000.00	\$ 2,000.00						
General Operating Total:	\$ 5,000.00	\$ 5,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Local Travel	\$ 12,000.00	\$ 12,000.00						
Out-of-Town Travel	\$ -	\$ -						
Field Expenses	\$ -							
Staff Travel Total:	\$ 12,000.00	\$ 12,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Consultant/Subcontractor (Provide Consultant/Subcontracting Agency Name, Service Detail w/Dates, Hourly Rate and (add more Consultant/Subcontractor lines as necessary)	\$ -							
Consultant/Subcontractor Total:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other (provide detail):	\$ -							
	\$ -							
	\$ -							
Other Total:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL OPERATING EXPENSE	\$ 36,500.00	\$ 36,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Appendix B - DPH 2: Department of Public Health Cost Reporting/Data Collection (CRDC)

DHCS Legal Entity Name (MH)/Contractor Name (SA) 00115 Provider Name Seneca Family of Agencies Provider Number 38CQ								Appendix # B-6 Page # 1 Fiscal Year 2018-19 Funding Notification Date 05/18/18
Program Name	Youth Transitional Services (YTS)	Youth Transitional Services (YTS)	Youth Transitional Services (YTS)	Youth Transitional Services (YTS)	Youth Transitional Services (YTS)	Youth Transitional Services (YTS)	Youth Transitional Services (YTS)	
Program Code	38CQMST	38CQMST	38CQMST	38CQMST	38CQMST	38CQMST	38CQMST	
Mode/SFC (MH) or Modality (SA)	15/01-09	15/10-57	15/70-79	15/60-69	15-07 Outpatient Intensive care (ICC)	15/57 OP Home Based IHBS	15/57 Other Non-Medical Client Support Exp	
Service Description	Case Mgt Brokerage	MH Svcs	Crisis Intervention-OP	Medication Support				
Funding Term (mm/dd/yy - mm/dd/yy)	07/01/18 - 06/30/19	07/01/18 - 06/30/19	07/01/18 - 06/30/19	07/01/18 - 06/30/19	07/01/18 - 06/30/19	07/01/18 - 06/30/19	07/01/18 - 06/30/19	TOTAL
FUNDING USES								
Salaries & Employee Benefits	2,240	19,663	249	249	1,245	1,245	149,257	174,148
Operating Expenses	1,503	13,193	167	167	835	835	-	16,700
Capital Expenses	-	-	-	-	-	-	-	-
Subtotal Direct Expenses	3,743	32,856	416	416	2,080	2,080	149,257	190,848
Indirect Expenses	505	4,436	56	56	281	281	20,151	25,766
TOTAL FUNDING USES	4,248	37,292	472	472	2,361	2,361	169,408	216,614
BHS MENTAL HEALTH FUNDING SOURCES	Accounting Code							
MH FED SDMC FFP (50%) CYF	HMHMCP751594	2,031	17,833	226	226	1,129	1,129	22,574
MH STATE CYF 2011 PSR-EPST	HMHMCP751594	1,829	16,052	202	203	1,017	1,017	20,320
		-	-	-	-	-	-	-
		-	-	-	-	-	-	-
		-	-	-	-	-	-	-
		-	-	-	-	-	-	-
MH CYF COUNTY Local Match	HMHMCP751594	-	-	-	-	-	-	169,408
MH CYF COUNTY General Fund	HMHMCP751594	388	3,407	44	43	215	215	4,312
MH CYF COUNTY WO CODB		-	-	-	-	-	-	-
		-	-	-	-	-	-	-
TOTAL BHS MENTAL HEALTH FUNDING SOURCES		4,248	37,292	472	472	2,361	2,361	169,408
BHS SUBSTANCE ABUSE FUNDING SOURCES								
		-	-	-	-	-	-	-
		-	-	-	-	-	-	-
TOTAL BHS SUBSTANCE ABUSE FUNDING SOURCES		-	-	-	-	-	-	-
OTHER DPH FUNDING SOURCES								
		-	-	-	-	-	-	-
TOTAL OTHER DPH FUNDING SOURCES		-	-	-	-	-	-	-
TOTAL DPH FUNDING SOURCES		4,248	37,292	472	472	2,361	2,361	169,408
NON-DPH FUNDING SOURCES								
		-	-	-	-	-	-	-
TOTAL NON-DPH FUNDING SOURCES		-	-	-	-	-	-	-
TOTAL FUNDING SOURCES (DPH AND NON-DPH)		4,248	37,292	472	472	2,361	2,361	169,408
BHS UNITS OF SERVICE AND UNIT COST								
Number of Beds Purchased (if applicable)								
SA Only - Non-Res 33 - ODF # of Group Sessions (classes)								
SA Only - Licensed Capacity for Medi-Cal Provider with Narcotic Tx Program								
Payment Method	Fee-For-Service (FFS)	Fee-For-Service (FFS)	Fee-For-Service (FFS)	Fee-For-Service (FFS)	Fee-For-Service (FFS)	Fee-For-Service (FFS)	Cost Reimbursement (CR)	
DPH Units of Service	1,792	12,108	104	81	996	768		
Unit Type	Staff Minute	Staff Minute	Staff Minute	Staff Minute	Staff Minute	Staff Minute	Staff Hour or Client Day, depending on contract	
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES ONLY)	\$ 2.37	\$ 3.08	\$ 4.52	\$ 5.78	\$ 2.37	\$ 3.08		
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)	\$ 2.37	\$ 3.08	\$ 4.52	\$ 5.78	\$ 2.37	\$ 3.08	\$ 169,408.00	
Published Rate (Medi-Cal Providers Only)	\$ 2.37	\$ 3.08	\$ 4.52	\$ 5.78	\$ 2.37	\$ 3.08		
Unduplicated Clients (UDC)	15	15	15	15	15	15		15

Appendix B - DPH 3: Salaries & Benefits Detail

Program Name: YTS
Program Code: 38CQMST

Appendix #: B-6
Page #: 2
Fiscal Year: 2018-19
Funding Notification Date: 05/18/18

[illegible]

Appendix B - DPH 4: Operating Expenses Detail

Program Name: YTS
 Program Code: 38CQMST

Appendix #: B-6
 Page #: 3
 Fiscal Year: 2018-19
 Funding Notification Date: 05/18/18

Expense Categories & Line Items	TOTAL	General Fund HMHMCP751594	MH CYF County General Funds HMHMCP751594				
Term 07/01/18 - 06/30/19							
Rent	\$ 4,000.00	\$ 4,000.00	\$ -				
Utilities (telephone, electricity, water, gas)	\$ 2,100.00	\$ 2,100.00	\$ -				
Building Repair/Maintenance	\$ 3,500.00	\$ 3,500.00	\$ -				
Occupancy Total:	\$ 9,600.00	\$ 9,600.00	\$ -	\$ -	\$ -	\$ -	\$ -
Office Supplies	\$ 600.00	\$ 600.00	\$ -				
Photocopying	\$ -	\$ -	\$ -				
Program Supplies	\$ -	\$ -	\$ -				
Computer Hardware/Software	\$ 700.00	\$ 700.00	\$ -				
Materials & Supplies Total:	\$ 1,300.00	\$ 1,300.00	\$ -	\$ -	\$ -	\$ -	\$ -
Training/Staff Development	\$ 600.00	\$ 600	\$ -				
Insurance	\$ -	\$ -	\$ -				
Professional License	\$ -	\$ -	\$ -				
Permits	\$ -	\$ -	\$ -				
Equipment Lease & Maintenance	\$ -	\$ -	\$ -				
General Operating Total:	\$ 600.00	\$ 600.00	\$ -	\$ -	\$ -	\$ -	\$ -
Local Travel	\$ 4,000.00	\$ 4,000.00	\$ -				
Out-of-Town Travel	\$ -	\$ -	\$ -				
Field Expenses	\$ -	\$ -	\$ -				
Staff Travel Total:	\$ 4,000.00	\$ 4,000.00	\$ -	\$ -	\$ -	\$ -	\$ -
Shira-Jindal- Jordan- Note Approver - \$25/ hour at 48 hours = \$2400 2hrs/wk (add more Consultant/Subcontractor lines as necessary)	\$ 1,200.00	\$ 1,200.00	\$ -				
Consultant/Subcontractor Total:	\$ 1,200.00	\$ 1,200.00	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -				
	\$ -	\$ -	\$ -				
	\$ -	\$ -	\$ -				
Other Total:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL OPERATING EXPENSE	\$ 16,700.00	\$ 16,700.00	\$ -	\$ -	\$ -	\$ -	\$ -

Appendix B - DPH 2: Department of Public Health Cost Reporting/Data Collection (CRDC)

DHCS Legal Entity Name (MH)/Contractor Name (SA) 00115					Appendix #	B-7
Provider Name Seneca Family of Agencies					Page #	1
Provider Number 38CQ					Fiscal Year	2017-18
					Funding Notification Date	05/18/18
Program Name	AIM Higher	AIM Higher	AIM Higher	AIM Higher		
Program Code	38CQAH	38CQAH	38CQAH	38CQAH		
Mode/SFC (MH) or Modality (SA)	15/01-09	15/10-57	60/78	60/78		
Service Description	Care Mgt Brokerage	MH Sues	Other Non-Medical Client Support Exp	Other Non-Medical Client Support Exp		
Funding Term (mm/dd/yy - mm/dd/yy)	07/01/18 - 06/30/19	07/01/18 - 06/30/19	07/01/18 - 06/30/19	07/01/18 - 06/30/19		
FUNDING USES					TOTAL	
Salaries & Employee Benefits	5,611	34,474	293,236	85,394	-	418,715
Operating Expenses	1,974	12,126	-	-	-	14,100
Capital Expenses	-	-	-	-	-	-
Subtotal Direct Expenses	7,585	46,600	293,236	85,394	-	432,815
Indirect Expenses	1,024	6,291	39,688	11,528	-	58,429
TOTAL FUNDING USES	8,609	52,891	332,824	96,920	-	491,244
BHS MENTAL HEALTH FUNDING SOURCES	Accounting Code					
MH FED-SDMC FFP (50%) CYF	HMHMCP751594	3,481	21,381	-	-	24,862
MH STATE CYF 2011 PSR-EPSDT	HMHMCP751594	3,132	19,242	-	-	22,374
		-	-	-	-	-
SA WO - DCYF Wellness Center	HMHSSCHOOLWO	-	-	-	96,920	96,920
MH MHSA (CSS)	HMHMPROF83/PMH583-1704	-	-	332,824	-	332,824
		-	-	-	-	-
MH CYF COUNTY Local Match	HMHMCP751594	-	-	-	-	-
MH CYF COUNTY General Fund	HMHMCP751594	1,685	10,235	-	-	11,900
MH CYF COUNTY WO COOB	HMHMCP751594	331	2,033	-	-	2,364
		-	-	-	-	-
TOTAL BHS MENTAL HEALTH FUNDING SOURCES		8,609	52,891	332,824	96,920	491,244
BHS SUBSTANCE ABUSE FUNDING SOURCES						
		-	-	-	-	-
		-	-	-	-	-
TOTAL BHS SUBSTANCE ABUSE FUNDING SOURCES		-	-	-	-	-
OTHER DPH FUNDING SOURCES						
		-	-	-	-	-
		-	-	-	-	-
TOTAL OTHER DPH FUNDING SOURCES		-	-	-	-	-
TOTAL DPH FUNDING SOURCES		8,609	52,891	332,824	96,920	491,244
NON-DPH FUNDING SOURCES						
		-	-	-	-	-
TOTAL NON-DPH FUNDING SOURCES		-	-	-	-	-
TOTAL FUNDING SOURCES (DPH AND NON-DPH)		8,609	52,891	332,824	96,920	491,244
BHS UNITS OF SERVICE AND UNIT COST						
Number of Beds Purchased (if applicable)						
SA Only - Non-Res 33 - ODF # of Group Sessions (classes)						
SA Only - Licensed Capacity for Medi-Cal Provider with Narcotic Tx Program						
Payment Method	Fee-For-Service (FFS)	Fee-For-Service (FFS)	Cost Reimbursement (CR)	Cost Reimbursement (CR)		
DPH Units of Service	3,632	17,172	1	1		
Unit Type	Staff Minute	Staff Minute	Staff Hour or Client Day, depending on contract	Staff Hour or Client Day, depending on contract		
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only)	\$ 2.37	\$ 3.08	\$ 1.00	\$ 1.00		
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)	\$ 2.31	\$ 3.00	\$ 1.00	\$ 1.00		
Published Rate (Medi-Cal Providers Only)	\$ 2.31	\$ 3.00	N/A	N/A		
Unduplicated Clients (UDC)	98	98	98	98		Total UDC 98

Program Name: AJIM Higher
Program Code: 38CQAH

Page # 2

Fiscal Year: 2017-18

Funding Notification Date: 05/18/18

Revised 7/1/2018

Appendix B - DPH 4: Operating Expenses Detail

Program Name: AIIM Higher
 Program Code: 38CQAH

Appendix #: B-7
 Page #: 3
 Fiscal Year: 2016-2017
 Funding Notification Date: 05/18/18

Expense Categories & Line Items	TOTAL	General Fund HMHMCP751594	MH MESA (CSS) - PMH563 1704					
Term 07/01/18 - 06/30/19								
Rent	\$ 5,000.00	\$ 5,000.00	\$ -					
Utilities (telephone, electricity, water, gas)	\$ 2,700.00	\$ 2,700.00	\$ -					
Building Repair/Maintenance	\$ -	\$ -	\$ -					
Occupancy Total:	\$ 7,700.00	\$ 7,700.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office Supplies	\$ 1,200.00	\$ 1,200.00	\$ -					
Photocopying	\$ -							
Program Supplies	\$ -	\$ -						
Computer Hardware/Software	\$ -	\$ -	\$ -					
Materials & Supplies Total:	\$ 1,200.00	\$ 1,200.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Training/Staff Development	\$ 1,200.00	1,200						
Insurance	\$ -	\$ -						
Professional License	\$ -	\$ -						
Permits	\$ -							
Equipment Lease & Maintenance	\$ -	\$ -						
General Operating Total:	\$ 1,200.00	\$ 1,200.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Local Travel	\$ 4,000.00	\$ 4,000.00	\$ -	\$ -				
Out-of-Town Travel	\$ -	\$ -		\$ -				
Field Expenses	\$ -							
Staff Travel Total:	\$ 4,000.00	\$ 4,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Consultant/Subcontractor (Note Approvers, various dates \$50 @ 8 hours week (add more Consultant/Subcontractor lines as necessary)	\$ -	\$ -	\$ -	\$ -				
Consultant/Subcontractor Total:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -							
	\$ -							
	\$ -							
Other Total:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL OPERATING EXPENSE	\$ 14,100.00	\$ 14,100.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Appendix B - DPH 2: Department of Public Health Cost Reporting/Data Collection (CRDC)

DHCS Legal Entity Name (MH)/Contractor Name (SA) 00115							Appendix #	B-9
Provider Name Seneca Family of Agencies							Page #	1
Provider Number 38KT							Fiscal Year	2018-19
							Funding Notification Date	05/18/18
Program Name	SF: Connections Dialectical Behavioral Therapy (DBT)							
Program Code	38KTDT	38KTDT	38KTDT	38KTDT	38KTDT	38KTDT		
Mode/SFC (MH) or Modality (SA)	15/01-09	15/10-57	15/70-79	15/60-69	15-07	15/57		
Service Description	Case Mgt Brokerage	MH Svcs	OP-Crisis Intervention	OP-Medication Support	Outpatient Intensive care (ICC)	OP Home Basedd IHBS		
Term (01/01/18-06/30/18)	07/01/18 - 06/30/19	07/01/18 - 06/30/19	07/01/18 - 06/30/19	07/01/18 - 06/30/19	07/01/18 - 06/30/19	07/01/18 - 06/30/19		TOTAL
FUNDING USES								
Salaries & Employee Benefits	33,525	294,277	3,726	3,726	18,623	18,624	-	372,501
Operating Expenses	4,950	43,452	550	550	2,749	2,749	-	55,000
Capital Expenses	-	-	-	-	-	-	-	-
Subtotal Direct Expenses	38,475	337,729	4,276	4,276	21,372	21,373	-	427,501
Indirect Expenses	5,194	45,592	577	577	2,886	2,886	-	57,712
TOTAL FUNDING USES	43,669	383,321	4,853	4,853	24,258	24,259	-	485,213
BHS MENTAL HEALTH FUNDING SOURCES								
MH FED SDMC FFP (50%) CYF	HMHMCP751594	16,875	148,126	1,876	1,876	9,373	9,374	167,500
MH STATE CYF 2011 PSR-EPSDT	HMHMCP751594	25,875	227,127	2,875	2,875	14,374	14,374	287,500
MH CYF COUNTY General Fund	HMHMCP751594	919	8,068	102	102	511	511	10,213
TOTAL BHS MENTAL HEALTH FUNDING SOURCES		43,669	383,321	4,853	4,853	24,258	24,259	485,213
BHS SUBSTANCE ABUSE FUNDING SOURCES	Accounting Code							
TOTAL BHS SUBSTANCE ABUSE FUNDING SOURCES								
OTHER DPH FUNDING SOURCES								
TOTAL OTHER DPH FUNDING SOURCES								
TOTAL DPH FUNDING SOURCES		43,669	383,321	4,853	4,853	24,258	24,259	485,213
NON-DPH FUNDING SOURCES								
TOTAL NON-DPH FUNDING SOURCES								
TOTAL FUNDING SOURCES (DPH AND NON-DPH)		43,669	383,321	4,853	4,853	24,258	24,259	485,213
BHS UNITS OF SERVICE AND UNIT COST								
Number of Beds Purchased (if applicable)								
SA Only - Non-Res 33 - ODF # of Group Sessions (classes)								
SA Only - Licensed Capacity for Medi-Cal Provider with Narcotic Tx Program								
Payment Method	Fee-For-Service (FFS)	Fee-For-Service (FFS)	Fee-For-Service (FFS)	Fee-For-Service (FFS)	Fee-For-Service (FFS)	Fee-For-Service (FFS)		
DPH Units of Service	18,425	124,454	1,074	839	10,235	7,876		
Unit Type	Staff Minute	Staff Minute	Staff Minute	Staff Minute	Staff Minute	Staff Minute		
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES ONLY)	\$ 2.37	\$ 3.08	\$ 4.62	\$ 5.78	\$ 2.37	\$ 3.08		
Cost Per Unit - Contract Rate (DPH & NON-DPH FUNDING SOURCES)	\$ 2.31	\$ 3.00	\$ 4.41	\$ 5.59	\$ 2.31	\$ 3.00		
Published Rate (Medi-Cal Providers Only)	\$ 2.31	\$ 3.00	\$ 4.41	\$ 5.59	\$ 2.31	\$ 3.00		
Unduplicated Clients (UDC)	60	60	60	60	60	60		Total UDC 60

Appendix B - DPH 3: Salaries & Benefits Detail

Program Name: OutPatient DBT
Program Code: 38KTDI

Appendix #: B-9

Page # 2

Fiscal Year: 2018-19

Funding Notification Date:	05/18/18
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	TOTAL		General Fund HMMCP751584.											
Term 07/01/18 - 06/30/19														
Position Title	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries
Executive Director	0.02	2,960	0.02	2,960										
Licensed Clinical Supervisor	0.08	7,422	0.08	7,422										
Therapist/Clinician	3.50	207,359	3.50	207,359										
Mental Health Counselor	1.00	41,600	1.00	41,600										
Direct QA and Training	0.05	2,080	0.05	2,080										
Case Assistant	0.05	2,080	0.05	2,080										
Program Director	0.30	34,500	0.30	34,500										
	0.00	-												
	0.00	-												
	0.00	-												
	0.00	-												
	0.00	-												
	0.00	-												
	0.00	-												
	0.00	-												
	0.00	-												
	0.00	-												
	0.00	-												
	0.00	-												
Totals:	5.00	\$ 298,001.00	5.00	\$ 298,001.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -
Employee Fringe Benefits:	25.00%	\$74,500	25.00%	\$74,500	0.00%		0.00%		0.00%		0.00%		0.00%	
TOTAL SALARIES & BENEFITS:		\$372,501		\$ 372,501.00		\$ -		\$ -		\$ -		\$ -		\$ -

Appendix B - DPH 4: Operating Expenses Detail

Program Name: OutPatient DBT
Program Code: 38KTD

Appendix #: B-9
Page #: 3
Fiscal Year: 2018-19
Funding Notification Date: 05/18/18

Expense Categories & Line Items	TOTAL	General Fund HMMCP751594						
Term 07/01/18 - 06/30/19								
Rent	\$ 30,000.00	\$ 30,000.00						
Utilities(telephone, electricity, water, gas)	\$ 13,600.00	\$ 13,600.00						
Building Repair/Maintenance	\$ 1,000.00	\$ 1,000.00						
Occupancy Total:	\$ 44,600.00	\$ 44,600.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office Supplies	\$ 3,000.00	\$ 3,000.00						
Photocopying	\$ -							
Program Supplies	\$ -							
Computer Hardware/Software	\$ 2,000.00	\$ 2,000.00						
Materials & Supplies Total:	\$ 5,000.00	\$ 5,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Training/Staff Development	\$ 900.00	900						
Insurance	\$ -							
Professional License	\$ -							
Permits	\$ -							
Equipment Lease & Maintenance	\$ 500.00	\$ 500.00						
General Operating Total:	\$ 1,400.00	\$ 1,400.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Local Travel	\$ 4,000.00	\$ 4,000.00						
Out-of-Town Travel	\$ -							
Field Expenses	\$ -							
Staff Travel Total:	\$ 4,000.00	\$ 4,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Consultant/Subcontractor	\$ -	\$ -	\$ -					
(add more Consultant/Subcontractor lines as necessary)	\$ -	\$ -						
Consultant/Subcontractor Total:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -							
	\$ -							
	\$ -							
Other Total:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL OPERATING EXPENSE	\$ 55,000.00	\$ 55,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Appendix B - DPH 2: Department of Public Health Cost Reporting/Data Collection (CRDC)

DHCS Legal Entity Name (MH)/Contractor Name (SA) 00115							Appendix #	B-10
Provider Name: Seneca Family of Agencies							Page #	1
Provider Number: 38CQ							Fiscal Year	2018-19
							Funding Notification Date	05/18/18
Program Name	Soar Academy	Soar Academy		Soar Academy	Soar Academy	Soar Academy		
Program Code	38CQS1	38CQS1		38CQS1	38CQS1	38CQS1		
Mode/SFC (MH) or Modality (SA)	15/01-06	15/10-67		15/70-79	15-07	15/67		
Service Description	Case Mgt Brokerage	MH Svcs		Crisis Intervention-OP	Intensive care (IC)	OP Home Based IHBS		
Term (07/01/17-06/30/18)	07/01/18 - 06/30/19	07/01/18 - 06/30/19	07/01/18 - 06/30/19	07/01/18 - 06/30/19	07/01/18 - 06/30/19	07/01/18 - 06/30/19		TOTAL
FUNDING USES								
Salaries & Employee Benefits	10,139	90,129	-	1,128	5,634	5,634	-	112,864
Operating Expenses	1,296	11,520	-	144	720	720	-	14,400
Capital Expenses	-	-	-	-	-	-	-	-
Subtotal Direct Expenses	11,435	101,649	-	1,272	6,354	6,354	-	127,064
Indirect Expenses	1,544	13,721	-	172	858	858	-	17,153
TOTAL FUNDING USES	12,979	115,370	-	1,444	7,212	7,212	-	144,217
BHS MENTAL HEALTH FUNDING SOURCES								
Accounting Code								
MH FED SDMC FFP (50%) CYF	HMHMCP751594	4,082	36,283	-	455	2,269	2,269	45,358
MH STATE CYF 2011 PSR-EPSDT	HMHMCP751594	-	-	-	-	-	-	-
		-	-	-	-	-	-	-
MH WO - DCYF Wellness Center	HMHSSCHOOLWO	-	-	-	-	-	-	-
MH MHSA (CSS)	HMHMPROP63 PMHS63-1704	-	-	-	-	-	-	-
		-	-	-	-	-	-	-
MH CYF COUNTY Local Match	HMHMCP751594	1	(1)	-	-	-	-	-
MH CYF COUNTY General Fund	HMHMCP751594	8,896	79,088	-	989	4,943	4,943	98,859
MH CYF COUNTY WO CODB	HMHMCP751594	-	-	-	-	-	-	-
		-	-	-	-	-	-	-
TOTAL BHS MENTAL HEALTH FUNDING SOURCES		12,979	115,370	-	1,444	7,212	7,212	144,217
BHS SUBSTANCE ABUSE FUNDING SOURCES								
TOTAL BHS SUBSTANCE ABUSE FUNDING SOURCES		-	-	-	-	-	-	-
OTHER DPH FUNDING SOURCES								
TOTAL OTHER DPH FUNDING SOURCES		-	-	-	-	-	-	-
TOTAL DPH FUNDING SOURCES		12,979	115,370	-	1,444	7,212	7,212	144,217
NON-DPH FUNDING SOURCES								
TOTAL NON-DPH FUNDING SOURCES		-	-	-	-	-	-	-
TOTAL FUNDING SOURCES (DPH AND NON-DPH)		12,979	115,370	-	1,444	7,212	7,212	144,217
BHS UNITS OF SERVICE AND UNIT COST								
Number of Beds Purchased (if applicable)								
SA Only - Non-Res 33 - ODF # of Group Sessions (classes)								
SA Only - Licensed Capacity for Medi-Cal Provider with Narcotic Tx Program								
Payment Method	Fee-For-Service (FFS)	Fee-For-Service (FFS)		Fee-For-Service (FFS)	Fee-For-Service (FFS)	Fee-For-Service (FFS)		
DPH Units of Service	5,476	37,458		319	3,043	2,342		
Unit Type	Staff Minute	Staff Minute		Staff Minute	Staff Minute	Staff Minute		
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only)	\$ 2.37	\$ 3.08		\$ 4.52	\$ 2.37	\$ 3.08		
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)	\$ 2.37	\$ 3.08		\$ 4.52	\$ 2.37	\$ 3.08		
Published Rate (Medi-Cal Providers Only)	\$ 2.37	\$ 3.00		\$ 4.41	\$ 2.31	\$ 3.00		
Unduplicated Clients (UDC)	10	10		10	10	10		Total UDC 10

Appendix B - DPH 3: Salaries & Benefits Detail

Program Name: SOAR
Program Code: 38CQS1

Appendix #:	B-10
Page #	2
Fiscal Year:	2018-19
Funding Notification Date:	05/18/18

[illegible]

Appendix B - DPH 4: Operating Expenses Detail

Program Name: SOAR
Program Code: 38CQS1

Appendix #: B-10
Page #: 3
Fiscal Year: 2018-19
Funding Notification Date: 05/18/18

Expense Categories & Line Items	TOTAL	General Fund HMHMCP751594						
Term (07/01/17-06/30/18)								
Rent	\$ -	\$ -	\$ -					
Utilities(telephone, electricity, water, gas)	\$ 900.00	\$ 900.00	\$ -					
Building Repair/Maintenance	\$ -	\$ -	\$ -					
Occupancy Total:	\$ 900.00	\$ 900.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office Supplies:	\$ 1,000.00	\$ 1,000.00	\$ -					
Photocopying	\$ -	\$ -	\$ -					
Program Supplies	\$ 500.00	\$ 500.00	\$ -					
Computer Hardware/Software	\$ 10,000.00	\$ 10,000.00	\$ -					
Materials & Supplies Total:	\$ 11,500.00	\$ 11,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Training/Staff Development	\$ 500.00	\$ 500						
Insurance	\$ -	\$ -						
Professional License	\$ -	\$ -						
Permits	\$ -	\$ -						
Equipment Lease & Maintenance	\$ -	\$ -						
General Operating Total:	\$ 500.00	\$ 500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Local Travel	\$ 1,500.00	\$ 1,500.00	\$ -	\$ -				
Out-of-Town Travel	\$ -	\$ -	\$ -	\$ -				
Field Expenses	\$ -	\$ -						
Staff Travel Total:	\$ 1,500.00	\$ 1,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Consultant/Subcontractor (Note Approvers, various dates \$50 @ 8 hours week (add more Consultant/Subcontractor lines as necessary)	\$ -	\$ -	\$ -	\$ -				
Consultant/Subcontractor Total:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -						
	\$ -	\$ -						
	\$ -	\$ -						
Other Total:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL OPERATING EXPENSE	\$ 14,400.00	\$ 14,400.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Appendix B - DPH 2: Department of Public Health Cost Reporting/Data Collection (CRDC)

DHCS Legal Entity Name (MH)/Contractor Name (SA) 00115							Appendix #	B-11
Provider Name Seneca Family of Agencies							Page #	1
Provider Number 38K7CO							Fiscal Year	2018-19
							Funding Notification Date	05/18/18
Program Name	Compass	Compass	Compass	Compass	Compass	Compass		
Program Code	38K7CO	38K7CO	38K7CO	38K7CO	38K7CO	38K7CO		
Mode/SFC (MH) or Modality (SA)	15/04-08	15/10-57, 59	15/70-79	15/60-69	15-07	15/57		
Service Description	Case Mgt Brokerage	OP-MH Svcs	Crisis Intervention-OP	Medication Support	Intensive care (ICC)	OP Home Based IHBS		
Term 07/01/18 - 06/30/19	07/01/18 - 06/30/19	07/01/18 - 06/30/19	07/01/18 - 06/30/19	07/01/18 - 06/30/19	07/01/18 - 06/30/19	07/01/18 - 06/30/19		
FUNDING USES							TOTAL	
Salaries & Employee Benefits	8,200	71,301	684	1,823	4,557	4,557	91,122	
Operating Expenses	-	-	-	-	-	-	-	
Capital Expenses	-	-	-	-	-	-	-	
Subtotal Direct Expenses	8,200	71,301	684	1,823	4,557	4,557	91,122	
Indirect Expenses	1,108	9,628	92	245	614	614	12,300	
TOTAL FUNDING USES	9,308	80,929	776	2,068	5,171	5,171	103,422	
BHS MENTAL HEALTH FUNDING SOURCES	Accounting Code							
MH FED SDMC FFP (50%) CYF	HMHMCP751594	4,500	39,125	375	1,000	2,500	2,500	50,000
MH STATE CYF 2011 PSR-EPST	HMHMCP751594	4,500	39,125	375	1,000	2,500	2,500	50,000
MH WO HSA MH HSA GF Matches	HMHMCHMTCHWO	-	-	-	-	-	-	-
		-	-	-	-	-	-	-
		-	-	-	-	-	-	-
		-	-	-	-	-	-	-
MH CYF COUNTY Local Match	HMHMCP751594	-	-	-	-	-	-	-
MH CYF COUNTY General Fund	HMHMCP751594	308	2,679	26	68	171	171	3,423
MH CYF COUNTY WO CODB	HMHMCP751594	-	-	-	-	-	-	-
		-	-	-	-	-	-	-
TOTAL BHS MENTAL HEALTH FUNDING SOURCES		9,308	80,929	776	2,068	5,171	5,171	103,423
BHS SUBSTANCE ABUSE FUNDING SOURCES								
		-	-	-	-	-	-	-
		-	-	-	-	-	-	-
TOTAL BHS SUBSTANCE ABUSE FUNDING SOURCES		-	-	-	-	-	-	-
OTHER DPH FUNDING SOURCES								
		-	-	-	-	-	-	-
TOTAL OTHER DPH FUNDING SOURCES		-	-	-	-	-	-	-
TOTAL DPH FUNDING SOURCES		9,308	80,929	776	2,068	5,171	5,171	103,423
NON-DPH FUNDING SOURCES								
		-	-	-	-	-	-	-
TOTAL NON-DPH FUNDING SOURCES		-	-	-	-	-	-	-
TOTAL FUNDING SOURCES (DPH AND NON-DPH)		9,308	80,929	776	2,068	5,171	5,171	103,423
BHS UNITS OF SERVICE AND UNIT COST								
Number of Beds Purchased (if applicable)								
SA Only - Non-Res 33 - ODF # of Group Sessions (classes)								
SA Only - Licensed Capacity for Medi-Cal Provider with Narcotic Tx Program								
Payment Method	Fee-For-Service (FFS)	Fee-For-Service (FFS)	Fee-For-Service (FFS)	Fee-For-Service (FFS)	Fee-For-Service (FFS)	Fee-For-Service (FFS)		
DPH Units of Service	3,927	26,275	172	361	2,182	1,679		
Unit Type	Staff Minute	Staff Minute	Staff Minute	Staff Minute	#N/A	#N/A		
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only)	\$ 2.37	\$ 3.08	\$ 4.52	\$ 5.73	\$ 2.37	\$ 3.08		
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)	\$ 2.37	\$ 3.08	\$ 4.52	\$ 5.73	\$ 2.37	\$ 3.08		
Published Rate (Medi-Cal Providers Only)	\$ 2.37	\$ 3.08	\$ 4.52	\$ 5.73	\$ 2.37	\$ 3.08		
Unduplicated Clients (UDC)	5	5	5	5	5	5		

Appendix B - DPH 3: Salaries & Benefits Detail

Program Name: Compass
Program Code: 38K7CO

Appendix #: B-11
Page #: 2
Fiscal Year: 2018-19
Funding Notification Date: 05/18/18

	TOTAL		General Fund HMHMCP751584		Work Order HSA HMHMCHMTCHWO									
Term 07/01/18 - 06/30/19														
Position Title	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries
Executive Director	0.03	\$ 4,200	0.03	4,200										
Program Manager	0.00													
Licensed Clinical Supervisor	0.10	5,800	0.10	5,800										
Therapist/Clinicians	1.00	56,883	1.00	56,883										
Mental Health Counselor	0.15	6,015	0.15	6,015										
Direct QA and Training	0.00													
Clerical	0.00													
	0.00	-												
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Appendix B - DPH 4: Operating Expenses:Detail

Program Name: Compass
 Program Code: 38K7CO

Appendix #: B-11
 Page #: 3
 Fiscal Year: 2018-19
 Funding Notification Date: 05/18/18

Expense Categories & Line Items	TOTAL	General Fund HMHMCP751594						
Term 07/01/18 - 06/30/19								
Rent	\$ -							
Utilities(telephone, electricity, water, gas)	\$ -							
Building Repair/Maintenance	\$ -							
Occupancy Total:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office Supplies	\$ -							
Photocopying	\$ -							
Program Supplies	\$ -							
Computer Hardware/Software	\$ -							
Materials & Supplies Total:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Training/Staff Development	\$ -							
Insurance	\$ -	\$ -						
Professional License	\$ -							
Permits	\$ -							
Equipment Lease & Maintenance	\$ -							
General Operating Total:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Local Travel	\$ -							
Out-of-Town Travel	\$ -	\$ -						
Field Expenses	\$ -							
Staff Travel Total:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Consultant/Subcontractor (Provide Consultant/Subcontracting Agency Name, Service Detail w/Dates, Hourly Rate and (add more Consultant/Subcontractor lines as necessary)	\$ -							
Consultant/Subcontractor Total:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other (provide detail):	\$ -							
	\$ -							
Other Total:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL OPERATING EXPENSE	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Appendix B -DPH 6: Contract-Wide Indirect Detail

Contractor Name: Seneca Family of Agencies Page # _____
 Contract CMS #: 1000009939 Fiscal Year: 2018-19
 Funding Notification Date: 5/18/18

1. SALARIES & BENEFITS

Position Title	FTE	Amount
Executive Directors	0.135	\$ 61,132.00
Division Directors	0.135	\$ 28,485.00
Program Directors	0.135	\$ 90,448.00
Director of Training	0.135	\$ 1,438.00
Program Managers	0.135	\$ 8,033.00
Clerical	0.135	\$ 65,490.00
Quality Assurance	0.135	\$ 49,442.00
Accounting	0.135	\$ 145,872.00
Facilities Staff	0.135	\$ 68,000.00
Human Resource	0.135	\$ 75,814.00
IT	0.135	\$ 110,171.00
		\$ -
Subtotal:	1.49	\$ 704,325.00
Employee Fringe Benefits:	25.0%	\$ 176,081.00
Total Salaries and Benefits:		\$ 880,406.00

2. OPERATING COSTS

Expense line item:	Amount
Advertising and Recruitment	\$ 3,750.00
Account Fees for Chase Bank (does not include interest, overdraft, penalties, cc fees)	\$ 6,500.00
Conferences and Training	\$ 17,592.00
Contract Services	\$ 12,000.00
Equipment Leases	\$ 2,180.00
Insurance	\$ 55,000.00
Occupancy	\$ 8,895.00
Printing	\$ 2,943.00
Repairs and Maintenance	\$ 13,824.00
Subscriptions and Dues	\$ 1,766.00
Supplies	\$ 8,633.00
Telephone	\$ 16,525.00
Transportation	\$ 30,000.00
Utilities	\$ 16,033.00
Total Operating Costs	\$ 195,641.00
Total Indirect Costs (Salaries & Benefits + Operating Costs)	\$ 1,076,047.00

Appendix C

Reserved

Appendix D
Reserved

Appendix E

HIPAA Business Associate Agreement



San Francisco Department of Public Health

Business Associate Agreement

This Business Associate Agreement ("BAA") supplements and is made a part of the contract by and between the City and County of San Francisco, the Covered Entity ("CE"), and Contractor, the Business Associate ("BA") ("Agreement"). To the extent that the terms of the Agreement are inconsistent with the terms of this BAA, the terms of this BAA shall control.

RECITALS

A. CE, by and through the San Francisco Department of Public Health ("SFDPH"), wishes to disclose certain information to BA pursuant to the terms of the Agreement, some of which may constitute Protected Health Information ("PHI") (defined below).

B. For purposes of the Agreement, CE requires Contractor, even if Contractor is also a covered entity under HIPAA, to comply with the terms and conditions of this BAA as a BA of CE.

C. CE and BA intend to protect the privacy and provide for the security of PHI disclosed to BA pursuant to the Agreement in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-01 ("the HITECH Act"), and regulations promulgated there under by the U.S. Department of Health and Human Services (the "HIPAA Regulations") and other applicable laws, including, but not limited to, California Civil Code §§ 56, et seq., California Health and Safety Code § 1280.15, California Civil Code §§ 1798, et seq., California Welfare & Institutions Code §§5328, et seq., and the regulations promulgated there under (the "California Regulations").

D. As part of the HIPAA Regulations, the Privacy Rule and the Security Rule (defined below) require CE to enter into a contract containing specific requirements with BA prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 164.314(a), 164.502(a) and (e) and 164.504(e) of the Code of Federal Regulations ("C.F.R.") and contained in this BAA.

E. BA enters into agreements with CE that require the CE to disclose certain identifiable health information to BA. The parties desire to enter into this BAA to permit BA to have access to such information and comply with the BA requirements of HIPAA, the HITECH Act, and the corresponding Regulations.

In consideration of the mutual promises below and the exchange of information pursuant to this BAA, the parties agree as follows:

1. Definitions.

a. **Breach** means the unauthorized acquisition, access, use, or disclosure of PHI that compromises the security or privacy of such information, except where an unauthorized person to whom such information is disclosed would not reasonably have been able to retain such information, and shall have the meaning given to such term under the HITECH Act and HIPAA Regulations [42 U.S.C. Section 17921 and 45 C.F.R. Section 164.402], as well as California Civil Code Sections 1798.29 and 1798.82.

b. **Breach Notification Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and D.

APPENDIX E



San Francisco Department of Public Health Business Associate Agreement

c. **Business Associate** is a person or entity that performs certain functions or activities that involve the use or disclosure of protected health information received from a covered entity, but other than in the capacity of a member of the workforce of such covered entity or arrangement, and shall have the meaning given to such term under the Privacy Rule, the Security Rule, and the HITECH Act, including, but not limited to, 42 U.S.C. Section 17938 and 45 C.F.R. Section 160.103.

d. **Covered Entity** means a health plan, a health care clearinghouse, or a health care provider who transmits any information in electronic form in connection with a transaction covered under HIPAA Regulations, and shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 C.F.R. Section 160.103.

e. **Data Aggregation** means the combining of Protected Information by the BA with the Protected Information received by the BA in its capacity as a BA of another CE, to permit data analyses that relate to the health care operations of the respective covered entities, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

f. **Designated Record Set** means a group of records maintained by or for a CE, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

g. **Electronic Protected Health Information** means Protected Health Information that is maintained in or transmitted by electronic media and shall have the meaning given to such term under HIPAA and the HIPAA Regulations, including, but not limited to, 45 C.F.R. Section 160.103. For the purposes of this BAA, Electronic PHI includes all computerized data, as defined in California Civil Code Sections 1798.29 and 1798.82.

h. **Electronic Health Record** means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff, and shall have the meaning given to such term under the HITECH Act, including, but not limited to, 42 U.S.C. Section 17921.

i. **Health Care Operations** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

j. **Privacy Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and E.

k. **Protected Health Information or PHI** means any information, including electronic PHI, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Sections 160.103 and 164.501. For the purposes of this BAA, PHI includes all medical information and health insurance information as defined in California Civil Code Sections 56.05 and 1798.82.

l. **Protected Information** shall mean PHI provided by CE to BA or created, maintained, received or transmitted by BA on CE's behalf.



San Francisco Department of Public Health

Business Associate Agreement

m. Security Incident means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system, and shall have the meaning given to such term under the Security Rule, including, but not limited to, 45 C.F.R. Section 164.109.

n. Security Rule shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and C.

o. Unsecured PHI means PHI that is not secured by a technology standard that renders PHI unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute, and shall have the meaning given to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to, 42 U.S.C. Section 17932(h) and 45 C.F.R. Section 164.402.

2. Obligations of Business Associate.

Changes to section 2 (a) or to the referenced attachments must be reviewed and approved by your Department's staff member responsible for data privacy and/or security. In some cases, any one or more of the three attachments may not apply, but that decision must be made in consultation with the privacy/security officer or the City Attorney's Office. If a Contractor has questions about a specific attachment, contact your Department's data privacy or security director/officer.

a. Attestations. Except when CE's data privacy officer exempts BA in writing, the BA shall complete the following forms, attached and incorporated by reference as though fully set forth herein, SFDPH Attestations for Privacy (Attachment 1) and Data Security (Attachment 2) within sixty (60) calendar days from the execution of the Agreement. If CE makes substantial changes to any of these forms during the term of the Agreement, the BA will be required to complete CE's updated forms within sixty (60) calendar days from the date that CE provides BA with written notice of such changes. BA shall retain such records for a period of seven years after the Agreement terminates and shall make all such records available to CE within 15 calendar days of a written request by CE.

Changes to section 2 (b) must be reviewed and approved by your Department's staff member responsible for data privacy and security. Business Associates are required to train their staff (as necessary and appropriate for the members of their workforce who carry out their function within the BA) on HIPAA requirements and the BA's policies and procedures with respect to the HIPAA requirements and retain documentation for seven years.

b. User Training. The BA shall provide, and shall ensure that BA subcontractors, provide, training on PHI privacy and security, including HIPAA and HITECH and its regulations, to each employee or agent that will access, use or disclose Protected Information, upon hire and/or prior to accessing, using or disclosing Protected Information for the first time, and at least annually thereafter during the term of the Agreement. BA shall maintain, and shall ensure that BA subcontractors maintain, records indicating the name of each employee or agent and date on which the PHI privacy and security trainings were completed. BA shall retain, and ensure that BA subcontractors retain, such records for a period of seven years after the Agreement terminates and shall make all such records available to CE within 15 calendar days of a written request by CE.

c. Permitted Uses. BA may use, access, and/or disclose Protected Information only for the purpose of performing BA's obligations for, or on behalf of, the City and as permitted or required under the Agreement and BAA, or as required by law. Further, BA shall not use Protected Information in any manner that would constitute a



San Francisco Department of Public Health

Business Associate Agreement

violation of the Privacy Rule or the HITECH Act if so used by CE. However, BA may use Protected Information as necessary (i) for the proper management and administration of BA; (ii) to carry out the legal responsibilities of BA; (iii) as required by law; or (iv) for Data Aggregation purposes relating to the Health Care Operations of CE [45 C.F.R. Sections 164.502, 164.504(e)(2), and 164.504(e)(4)(i)].

d. Permitted Disclosures. BA shall disclose Protected Information only for the purpose of performing BA's obligations for, or on behalf of, the City and as permitted or required under the Agreement and BAA, or as required by law. BA shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so disclosed by CE. However, BA may disclose Protected Information as necessary (i) for the proper management and administration of BA; (ii) to carry out the legal responsibilities of BA; (iii) as required by law; or (iv) for Data Aggregation purposes relating to the Health Care Operations of CE. If BA discloses Protected Information to a third party, BA must obtain, prior to making any such disclosure, (i) reasonable written assurances from such third party that such Protected Information will be held confidential as provided pursuant to this BAA and used or disclosed only as required by law or for the purposes for which it was disclosed to such third party, and (ii) a written agreement from such third party to immediately notify BA of any breaches, security incidents, or unauthorized uses or disclosures of the Protected Information in accordance with paragraph 2 (n) of this BAA, to the extent it has obtained knowledge of such occurrences [42 U.S.C. Section 17932; 45 C.F.R. Section 164.504(e)]. BA may disclose PHI to a BA that is a subcontractor and may allow the subcontractor to create, receive, maintain, or transmit Protected Information on its behalf, if the BA obtains satisfactory assurances, in accordance with 45 C.F.R. Section 164.504(e)(1), that the subcontractor will appropriately safeguard the information [45 C.F.R. Section 164.502(e)(1)(ii)].

e. Prohibited Uses and Disclosures. BA shall not use or disclose Protected Information other than as permitted or required by the Agreement and BAA, or as required by law. BA shall not use or disclose Protected Information for fundraising or marketing purposes. BA shall not disclose Protected Information to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the Protected Information solely relates [42 U.S.C. Section 17935(a) and 45 C.F.R. Section 164.522(a)(1)(vi)]. BA shall not directly or indirectly receive remuneration in exchange for Protected Information, except with the prior written consent of CE and as permitted by the HITECH Act 42 U.S.C. Section 17935(d)(2), and the HIPAA regulations, 45 C.F.R. Section 164.502(a)(5)(ii); however, this prohibition shall not affect payment by CE to BA for services provided pursuant to the Agreement.

f. Appropriate Safeguards. BA shall take the appropriate security measures to protect the confidentiality, integrity and availability of PHI that it creates, receives, maintains, or transmits on behalf of the CE, and shall prevent any use or disclosure of PHI other than as permitted by the Agreement or this BAA, including, but not limited to, administrative, physical and technical safeguards in accordance with the Security Rule, including, but not limited to, 45 C.F.R. Sections 164.306, 164.308, 164.310, 164.312, 164.314, 164.316, and 164.504(e)(2)(ii)(B). BA shall comply with the policies and procedures and documentation requirements of the Security Rule, including, but not limited to, 45 C.F.R. Section 164.316, and 42 U.S.C. Section 17931. BA is responsible for any civil penalties assessed due to an audit or investigation of BA, in accordance with 42 U.S.C. Section 17934(c).



g. Business Associate's Subcontractors and Agents. BA shall ensure that any agents and subcontractors that create, receive, maintain or transmit Protected Information on behalf of BA, agree in writing to same restrictions and conditions that apply to BA with respect to such PHI and implement the safeguards required by paragraph 2.f. above with respect to Electronic PHI [45 C.F.R. Section 164.504(e)(2) through (e)(5); 45 C.F.R. Section 164.308(b)]. BA shall mitigate the effects of any such violation.

h. Accounting of Disclosures. Within ten (10) calendar days of a request by CE for an accounting of disclosures of Protected Information or upon any disclosure of Protected Information for which CE is required to account to an individual, BA and its agents and subcontractors shall make available to CE the information required to provide an accounting of disclosures to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528, and the HITECH Act, including but not limited to 42 U.S.C. Section 17935 (as determined by CE). BA agrees to implement a process that allows for an accounting to be collected and maintained by BA and its agents and subcontractors for at least seven (7) years prior to the request. However, accounting of disclosures from an Electronic Health Record for treatment, payment or health care operations purposes are required to be collected and maintained for only three (3) years prior to the request, and only to the extent that BA maintains an Electronic Health Record. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed; and (iv) a brief statement of purpose of disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure [45 C.F.R. 164.528(b)(2)]. If an individual or an individual's representative submits a request for an accounting directly to BA or its agents or subcontractors, BA shall forward the request to CE in writing within five (5) calendar days.

i. Access to Protected Information. BA shall make Protected Information maintained by BA or its agents or subcontractors in Designated Record Sets available to CE for inspection and copying within (5) days of request by CE to enable CE to fulfill its obligations under state law [Health and Safety Code Section 123110] and the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.524 [45 C.F.R. Section 164.504(e)(2)(ii)(E)]. If BA maintains Protected Information in electronic format, BA shall provide such information in electronic format as necessary to enable CE to fulfill its obligations under the HITECH Act and HIPAA Regulations, including, but not limited to, 42 U.S.C. Section 17935(e) and 45 C.F.R. 164.524.

j. Amendment of Protected Information. Within ten (10) days of a request by CE for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, BA and its agents and subcontractors shall make such Protected Information available to CE for amendment and incorporate any such amendment or other documentation to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.526. If an individual requests an amendment of Protected Information directly from BA or its agents or subcontractors, BA must notify CE in writing within five (5) days of the request and of any approval or denial of amendment of Protected Information maintained by BA or its agents or subcontractors [45 C.F.R. Section 164.504(e)(2)(ii)(F)].

k. Governmental Access to Records. BA shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to CE and to the Secretary of the U.S. Department of Health and Human Services.

APPENDIX E



San Francisco Department of Public Health Business Associate Agreement

and Human Services (the "Secretary") for purposes of determining BA's compliance with HIPAA [45 C.F.R. Section 164.504(e)(2)(ii)(I)]. BA shall provide CE a copy of any Protected Information and other documents and records that BA provides to the Secretary concurrently with providing such Protected Information to the Secretary.

l. Minimum Necessary. BA, its agents and subcontractors shall request, use and disclose only the minimum amount of Protected Information necessary to accomplish the intended purpose of such use, disclosure, or request. [42 U.S.C. Section 17935(b); 45 C.F.R. Section 164.514(d)]. BA understands and agrees that the definition of "minimum necessary" is in flux and shall keep itself informed of guidance issued by the Secretary with respect to what constitutes "minimum necessary" to accomplish the intended purpose in accordance with HIPAA and HIPAA Regulations.

m. Data Ownership. BA acknowledges that BA has no ownership rights with respect to the Protected Information.

Contractors sometimes want to limit section 2(n)'s notice requirement below to "Successful Security Incidents" or exempt "Unsuccessful Security Incidents" from the notice requirement, and define the terms themselves. If so, please contact the City Attorney's Office and your department's IT department.

n. Notification of Breach. BA shall notify CE within 5 calendar days of any breach of Protected Information; any use or disclosure of Protected Information not permitted by the BAA; any Security Incident (except as otherwise provided below) related to Protected Information, and any use or disclosure of data in violation of any applicable federal or state laws by BA or its agents or subcontractors. The notification shall include, to the extent possible, the identification of each individual whose unsecured Protected Information has been, or is reasonably believed by the BA to have been, accessed, acquired, used, or disclosed, as well as any other available information that CE is required to include in notification to the individual, the media, the Secretary, and any other entity under the Breach Notification Rule and any other applicable state or federal laws, including, but not limited, to 45 C.F.R. Section 164.404 through 45 C.F.R. Section 164.408, at the time of the notification required by this paragraph or promptly thereafter as information becomes available. BA shall take (i) prompt corrective action to cure any deficiencies and (ii) any action pertaining to unauthorized uses or disclosures required by applicable federal and state laws. [42 U.S.C. Section 17921; 42 U.S.C. Section 17932; 45 C.F.R. 164.410; 45 C.F.R. Section 164.504(e)(2)(ii)(C) 45 C.F.R. Section 164.308(b)]

o. Breach Pattern or Practice by Business Associate's Subcontractors and Agents. Pursuant to 42 U.S.C. Section 17934(b) and 45 C.F.R. Section 164.504(e)(1)(iii), if the BA knows of a pattern of activity or practice of a subcontractor or agent that constitutes a material breach or violation of the subcontractor or agent's obligations under the Contract or this BAA, the BA must take reasonable steps to cure the breach or end the violation. If the steps are unsuccessful, the BA must terminate the contractual arrangement with its subcontractor or agent, if feasible. BA shall provide written notice to CE of any pattern of activity or practice of a subcontractor or agent that BA believes constitutes a material breach or violation of the subcontractor or agent's obligations under the Contract or this BAA within five (5) calendar days of discovery and shall meet with CE to discuss and attempt to resolve the problem as one of the reasonable steps to cure the breach or end the violation.



San Francisco Department of Public Health

Business Associate Agreement

Contractors sometimes want to limit the Section 3, Termination, to breaches of "material provisions," or include an opportunity to cure. A breach of PHI is very different than a breach of a contract, so we may not want to allow the cure period or we may want to require that the "cure" is satisfactory to the City. If so, please contact the City Attorney's Office.

3. Termination.

a. Material Breach. A breach by BA of any provision of this BAA, as determined by CE, shall constitute a material breach of the Agreement and this BAA and shall provide grounds for immediate termination of the Agreement and this BAA, any provision in the AGREEMENT to the contrary notwithstanding. [45 C.F.R. Sect 164.504(e)(2)(iii).]

b. Judicial or Administrative Proceedings. CE may terminate the Agreement and this BAA, effective immediately, if (i) BA is named as defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, HIPAA Regulations or other security or privacy laws or (ii) a finding or stipulation that the BA has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.

c. Effect of Termination. Upon termination of the Agreement and this BAA for any reason, BA shall have the option of CE, return or destroy all Protected Information that BA and its agents and subcontractors still maintain in any form, and shall retain no copies of such Protected Information. If return or destruction is not feasible, as determined by CE, BA shall continue to extend the protections and satisfy the obligations of Section 2 of this BAA with such information, and limit further use and disclosure of such PHI to those purposes that make the return or destruction of the information infeasible [45 C.F.R. Section 164.504(e)(2)(ii)(J)]. If CE elects destruction of the PHI, BA shall certify in writing to CE that such PHI has been destroyed in accordance with the Secretary's guidance regarding proper destruction of PHI.

d. Civil and Criminal Penalties. BA understands and agrees that it is subject to civil or criminal penalties applicable to BA for unauthorized use, access or disclosure of Protected Information in accordance with the HIPAA Regulations and the HITECH Act including, but not limited to, 42 U.S.C. 17934 (c).

e. Disclaimer. CE makes no warranty or representation that compliance by BA with this BAA, HIPAA, the HITECH Act, or the HIPAA Regulations or corresponding California law provisions will be adequate or satisfactory for BA's own purposes. BA is solely responsible for all decisions made by BA regarding the safeguard of PHI.

Contractors sometimes want to make section 4 a mutual ability to terminate. If so, please contact the City Attorney Office.

4. Amendment to Comply with Law.

The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of the Agreement or this BAA may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the HIPAA regulations and other applicable state or federal laws

APPENDIX E



San Francisco Department of Public Health Business Associate Agreement

relating to the security or confidentiality of PHI. The parties understand and agree that CE must receive satisfactory written assurance from BA that BA will adequately safeguard all Protected Information. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this BAA embodying written assurances consistent with the updated standards and requirements of HIPAA, the HITECH Act, the HIPAA regulations or other applicable state or federal laws. CE may terminate the Agreement upon thirty (30) days written notice in the event (i) BA does not promptly enter into negotiations to amend the Agreement or this BAA when requested by CE pursuant to this section or (ii) BA does not enter into an amendment to the Agreement or this BAA providing assurances regarding the safeguarding of PHI that CE, in its sole discretion, deems sufficient to satisfy the standards and requirements of applicable laws.

Contractors sometimes want to delete section 5 because they claim the indemnification and liability sections in the main agreement cover this issue. If so, please contact the City Attorney's Office.

5. Reimbursement for Fines or Penalties.

In the event that CE pays a fine to a state or federal regulatory agency, and/or is assessed civil penalties or damages through private rights of action, based on an impermissible access, use or disclosure of PHI by BA or its subcontractors or agents, then BA shall reimburse CE in the amount of such fine or penalties or damages within thirty (30) calendar days from City's written notice to BA of such fines, penalties or damages.

Attachment 1 – SFDPH Privacy Attestation, version 06-07-2017

Attachment 2 – SFDPH Data Security Attestation, version 06-07-2017

Office of Compliance and Privacy Affairs
San Francisco Department of Public Health
101 Grove Street, Room 330, San Francisco, CA 94102
Email: compliance.privacy@sfdph.org
Hotline (Toll-Free): 1-855-729-6040

Contractor Name:	Seneca Center	Contractor City Vendor ID	0000011264
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PRIVACY ATTESTATION

INSTRUCTIONS: Contractors and Partners who receive or have access to health or medical information or electronic health record systems maintained by SFPDH must complete this form. Retain completed Attestations in your files for a period of 7 years. Be prepared to submit completed attestations, along with evidence related to the following items, if requested to do so by SFPDH.

Exceptions: If you believe that a requirement is Not Applicable to you, see instructions below in Section IV on how to request clarification or obtain an exception.

I. All Contractors.

DOES YOUR ORGANIZATION...						Yes	No*
A	Have formal Privacy Policies that comply with the Health Insurance Portability and Accountability Act (HIPAA)?						
B	Have a Privacy Officer or other individual designated as the person in charge of investigating privacy breaches or related incidents?						
	If yes:	Name & Title:	Phone #	Email:			
C	Require health information Privacy Training upon hire and annually thereafter for all employees who have access to health information? [Retain documentation of trainings for a period of 7 years.] [SFPDH privacy training materials are available for use; contact OCPA at 1-855-729-6040.]						
D	Have proof that employees have signed a form upon hire and annually thereafter, with their name and the date, acknowledging that they have received health information privacy training? [Retain documentation of acknowledgement of trainings for a period of 7 years.]						
E	Have (or will have if/when applicable) Business Associate Agreements with subcontractors who create, receive, maintain, transmit, or access SFPDH's health information?						
F	Assure that staff who create, or transfer health information (via laptop, USB/thumb-drive, handheld), have prior supervisory authorization to do so AND that health information is only transferred or created on encrypted devices approved by SFPDH Information Security staff?						

II. Contractors who serve patients/clients and have access to SFPDH PHI, must also complete this section.

If Applicable: DOES YOUR ORGANIZATION...		Yes	No*
G	Have (or will have if/when applicable) evidence that SFPDH Service Desk (628-206-SERV) was notified to de-provision employees who have access to SFPDH health information record systems within 2 business days for regular terminations and within 24 hours for terminations due to cause?		
H	Have evidence in each patient's / client's chart or electronic file that a Privacy Notice that meets HIPAA regulations was provided in the patient's / client's preferred language? (English, Cantonese, Vietnamese, Tagalog, Spanish, Russian forms may be required and are available from SFPDH.)		
I	Visibly post the Summary of the Notice of Privacy Practices in all six languages in common patient areas of your treatment facility?		
J	Document each disclosure of a patient's/client's health information for purposes other than treatment, payment, or operations?		
K	When required by law, have proof that signed authorization for disclosure forms (that meet the requirements of the HIPAA Privacy Rule) are obtained PRIOR to releasing a patient's/client's health information?		

III. ATTEST: Under penalty of perjury, I hereby attest that to the best of my knowledge the information herein is true and correct and that I have authority to sign on behalf of and bind Contractor listed above.

ATTESTED by Privacy Officer or designated person	Name: (print)	Signature	Date
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IV. *EXCEPTIONS: If you have answered "NO" to any question or believe a question is Not Applicable, please contact OCPA at 1-855-729-6040 or compliance.privacy@sfdph.org for a consultation. All "No" or "N/A" answers must be reviewed and approved by OCPA below.

EXCEPTION(S) APPROVED by OCPA	Name (print)	Signature	Date
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Contractor Name:	Seneca Center	Contractor City Vendor ID	0000011264
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DATA SECURITY ATTESTATION

INSTRUCTIONS: Contractors and Partners who receive or have access to health or medical information or electronic health record systems maintained by SFDPH must complete this form. Retain completed Attestations in your files for a period of 7 years. Be prepared to submit completed attestations, along with evidence related to the following items, if requested to do so by SFDPH.

Exceptions: If you believe that a requirement is Not Applicable to you, see instructions in Section III below on how to request clarification or obtain an exception.

I. All Contractors.

DOES YOUR ORGANIZATION...		Yes	No*
A	Conduct assessments/audits of your data security safeguards to demonstrate and document compliance with your security policies and the requirements of HIPAA/HITECH at least every two years? [Retain documentation for a period of 7 years]		
B	Use findings from the assessments/audits to identify and mitigate known risks into documented remediation plans?		
	Date of last Data Security Risk Assessment/Audit:		
	Name of firm or person(s) who performed the Assessment/Audit and/or authored the final report:		
C	Have a formal Data Security Awareness Program?		
D	Have formal Data Security Policies and Procedures to detect, contain, and correct security violations that comply with the Health Insurance Portability and Accountability Act (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECH)?		
E	Have a Data Security Officer or other individual designated as the person in charge of ensuring the security of confidential information?		
	If yes: Name & Title: Phone # Email:		
F	Require Data Security Training upon hire and annually thereafter for all employees who have access to health information? [Retain documentation of trainings for a period of 7 years.] [SFDPH data security training materials are available for use; contact OCPA at 1-855-729-6040.]		
G	Have proof that employees have signed a form upon hire and annually, or regularly, thereafter, with their name and the date, acknowledging that they have received data security training? [Retain documentation of acknowledgement of trainings for a period of 7 years.]		
H	Have (or will have if/when applicable) Business Associate Agreements with subcontractors who create, receive, maintain, transmit, or access SFDPH's health information?		
I	Have (or will have if/when applicable) a diagram of how SFDPH data flows between your organization and subcontractors or vendors (including named users, access methods, on-premise data hosts, processing systems, etc.)?		

II. ATTEST: Under penalty of perjury, I hereby attest that to the best of my knowledge the information herein is true and correct and that I have authority to sign on behalf of and bind Contractor listed above.

ATTESTED by Data Security Officer or designated person	Name: (print)	Signature	Date
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III. *EXCEPTIONS: If you have answered "NO" to any question or believe a question is Not Applicable, please contact OCPA at 1-855-729-6040 or compliance.privacy@sfdph.org for a consultation. All "No" or "N/A" answers must be reviewed and approved by OCPA below.

EXCEPTION(S) APPROVED by OCPA	Name (print)	Signature	Date
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Appendix F
Reserved

Appendix G

Dispute Resolution Procedure For Health and Human Services Nonprofit Contractors 9-06

Introduction

The City Nonprofit Contracting Task Force submitted its final report to the Board of Supervisors in June 2003. The report contains thirteen recommendations to streamline the City's contracting and monitoring process with health and human services nonprofits. These recommendations include: (1) consolidate contracts, (2) streamline contract approvals, (3) make timely payment, (4) create review/apellate process, (5) eliminate unnecessary requirements, (6) develop electronic processing, (7) create standardized and simplified forms, (8) establish accounting standards, (9) coordinate joint program monitoring, (10) develop standard monitoring protocols, (11) provide training for personnel, (12) conduct tiered assessments, and (13) fund cost of living increases. The report is available on the Task Force's website at http://www.sfgov.org/site/npcontractingtf_index.asp?id=1270. The Board adopted the recommendations in February 2004. The Office of Contract Administration created a Review/Appellate Panel ("Panel") to oversee implementation of the report recommendations in January 2005.

The Board of Supervisors strongly recommends that departments establish a Dispute Resolution Procedure to address issues that have not been resolved administratively by other departmental remedies. The Panel has adopted the following procedure for City departments that have professional service grants and contracts with nonprofit health and human service providers. The Panel recommends that departments adopt this procedure as written (modified if necessary to reflect each department's structure and titles) and include it or make a reference to it in the contract. The Panel also recommends that departments distribute the finalized procedure to their nonprofit contractors. Any questions or concerns about this Dispute Resolution Procedure should be addressed to purchasing@sfgov.org.

Dispute Resolution Procedure

The following Dispute Resolution Procedure provides a process to resolve any disputes or concerns relating to the administration of an awarded professional services grant or contract between the City and County of San Francisco and nonprofit health and human services contractors.

Contractors and City staff should first attempt to come to resolution informally through discussion and negotiation with the designated contact person in the department.

If informal discussion has failed to resolve the problem, contractors and departments should employ the following steps:

- Step 1 The contractor will submit a written statement of the concern or dispute addressed to the Contract/Program Manager who oversees the agreement in question. The writing should describe the nature of the concern or dispute, i.e., program, reporting, monitoring, budget, compliance or other concern. The Contract/Program Manager will investigate the concern with the appropriate department staff that are involved with the nonprofit agency's program, and will either convene a meeting with the contractor or provide a written response to the contractor within 10 working days.
- Step 2 Should the dispute or concern remain unresolved after the completion of Step 1, the contractor may request review by the Division or Department Head who supervises the Contract/Program Manager. This request shall be in writing and should describe why the concern is still unresolved and propose a solution that is satisfactory to the contractor. The Division or Department Head will consult with other Department and City staff as appropriate, and will provide a written determination of the resolution to the dispute or concern within 10 working days.
- Step 3 Should Steps 1 and 2 above not result in a determination of mutual agreement, the contractor may forward the dispute to the Executive Director of the Department or their designee. This dispute shall be in writing and describe both the nature of the dispute or concern and why the steps taken to date are not satisfactory to the contractor. The Department will respond in writing within 10 working days.

In addition to the above process, contractors have an additional forum available only for disputes that concern implementation of the thirteen policies and procedures recommended by the Nonprofit Contracting Task Force and adopted by the Board of Supervisors. These recommendations are designed to improve and streamline contracting, invoicing and monitoring procedures. For more information about the Task Force's recommendations, see the June 2003 report at http://www.sfgov.org/site/npcontractingtf_index.asp?id=1270.

The Review/Appellate Panel oversees the implementation of the Task Force report. The Panel is composed of both City and nonprofit representatives. The Panel invites contractors to submit concerns about a department's implementation of the policies and procedures. Contractors can notify the Panel after Step 2. However, the Panel will not review the request until all three steps are exhausted. This review is limited to a concern regarding a department's implementation of the policies and procedures in a manner which does not improve and streamline the contracting process. This review is not intended to resolve substantive disputes under the contract such as change orders, scope, term, etc. The contractor must submit the request in writing to purchasing@sfgov.org. This request shall describe both the nature of the concern and why the process to date is not satisfactory to the contractor. Once all steps are exhausted and upon

receipt of the written request, the Panel will review and make recommendations regarding any necessary changes to the policies and procedures or to a department's administration of policies and procedures.

Appendix H

**San Francisco Department of Public Health
Privacy Policy Compliance Standards**

As part of this Agreement, Contractor acknowledges and agrees to comply with the following:

In City's Fiscal Year 2003/04, a DPH Privacy Policy was developed and contractors advised that they would need to comply with this policy as of July 1, 2005.

As of July 1, 2004, contractors were subject to audits to determine their compliance with the DPH Privacy Policy using the six compliance standards listed below. Audit findings and corrective actions identified in City's Fiscal year 2004/05 were to be considered informational, to establish a baseline for the following year.

Beginning in City's Fiscal Year 2005/06, findings of compliance or non-compliance and corrective actions were to be integrated into the contractor's monitoring report.

Item #1: DPH Privacy Policy is integrated in the program's governing policies and procedures regarding patient privacy and confidentiality.

As Measured by: Existence of adopted/approved policy and procedure that abides by the rules outlined in the DPH Privacy Policy

Item #2: All staff who handle patient health information are oriented (new hires) and trained in the program's privacy/confidentiality policies and procedures.

As Measured by: Documentation showing individual was trained exists.

Item #3: A Privacy Notice that meets the requirements of the Federal Privacy Rule (HIPAA) is written and provided to all patients/clients served in their threshold and other languages. If document is not available in the patient's/client's relevant language, verbal translation is provided.

As Measured by: Evidence in patient's/client's chart or electronic file that patient was "noticed." (Examples in English, Cantonese, Vietnamese, Tagalog, Spanish, Russian will be provided.)

Item #4: A Summary of the above Privacy Notice is posted and visible in registration and common areas of treatment facility.

As Measured by: Presence and visibility of posting in said areas. (Examples in English, Cantonese, Vietnamese, Tagalog, Spanish, Russian will be provided.)

Item #5: Each disclosure of a patient's/client's health information for purposes other than treatment, payment, or operations is documented.

As Measured by: Documentation exists.

Item #6: Authorization for disclosure of a patient's/client's health information is obtained prior to release (1) to non-treatment providers or (2) from a substance abuse program.

As Measured by: An authorization form that meets the requirements of the Federal Privacy Rule (HIPAA) is available to program staff and, when randomly asked, staff are aware of circumstances when authorization form is needed.

Appendix H

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Privacy Policy Compliance Standards**

As part of this Agreement, Contractor acknowledges and agrees to comply with the following:

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As Measured by: Existence of adopted/approved policy and procedure that abides by the rules outlined in the DPH Privacy Policy

Item #2: All staff who handle patient health information are oriented (new hires) and trained in the program's privacy/confidentiality policies and procedures.

As Measured by: Documentation showing individual was trained exists.

Item #3: A Privacy Notice that meets the requirements of the Federal Privacy Rule (HIPAA) is written and provided to all patients/clients served in their threshold and other languages. If document is not available in the patient's/client's relevant language, verbal translation is provided.

As Measured by: Evidence in patient's/client's chart or electronic file that patient was "noticed." (Examples in English, Cantonese, Vietnamese, Tagalog, Spanish, Russian will be provided.)

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As Measured by: Documentation exists.

Item #6: Authorization for disclosure of a patient's/client's health information is obtained prior to release (1) to non-treatment providers or (2) from a substance abuse program.

As Measured by: An authorization form that meets the requirements of the Federal Privacy Rule (HIPAA) is available to program staff and, when randomly asked, staff are aware of circumstances when authorization form is needed.

Appendix I

THE DECLARATION OF COMPLIANCE

Each Fiscal Year, CONTRACTOR attests with a Declaration of Compliance that each program site has an Administrative Binder that contains all of the forms, policies, statements, and documentation required by Community Behavioral Health Services (CBHS). The Declaration of Compliance also lists requirements for site postings of public and client information, and client chart compliance if client charts are maintained. CONTRACTOR understands that the Community Programs Business Office of Contract Compliance may visit a program site at any time to ensure compliance with all items of the Declaration of Compliance.



City and County of San Francisco
London Breed, Mayor

San Francisco Department of Public Health

Barbara A. Garcia, MPA
Director of Health

August 8, 2018

Angela Calvillo, Clerk of the Board
Board of Supervisors
1 Dr. Carlton B. Goodlett Place, Room 244
San Francisco, CA 94102-4689

Dear Ms. Calvillo:

Please find attached a proposed resolution for Board of Supervisors approval of original agreement to a contract agreement with Seneca Family of Agencies – dba Seneca Center in the amount of \$40,538,404.

This original agreement requires Board of Supervisors approval under San Francisco Charter Section 9.118.

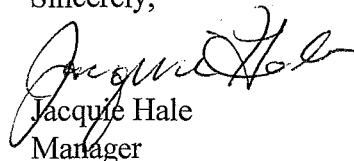
The following is a list of accompanying documents:

- Resolution for the original agreement;
- Copy of proposed original agreement;
- Forms SFEC-126 for the Board of Supervisors and Mayor

For questions on this matter, please contact me at (415) 255-3508, Jacquie.Hale@SFDPH.org.

Thank you for your time and consideration.

Sincerely,



Jacquie Hale
Manager
Office of Contracts Management and Compliance
DPH Business Office

RECEIVED
BOARD OF SUPERVISORS
SAN FRANCISCO
2018 AUG -8 PM 4:30

The mission of the San Francisco Department of Public Health is to protect and promote the health of all San Franciscans.

We shall ~ Assess and research the health of the community ~ Develop and enforce health policy ~ Prevent disease and injury ~
~ Educate the public and train health care providers ~ Provide quality, comprehensive, culturally-proficient health services ~ Ensure equal access to all ~

Jacquie.Hale@SFDPH.org – office 415-255-3508 – fax 415 252-3088
1380 Howard Street, Room 421B, San Francisco, CA 94103

FORM SFEC-126:
NOTIFICATION OF CONTRACT APPROVAL
(S.F. Campaign and Governmental Conduct Code § 1.126)

City Elective Officer Information <i>(Please print clearly.)</i>	
Name of City elective officer(s): Members, San Francisco Board of Supervisors	City elective office(s) held: Members, San Francisco Board of Supervisors

Contractor Information <i>(Please print clearly.)</i>	
Name of contractor: Seneca Family of Agencies – dba Seneca Center	
<p><i>Please list the names of (1) members of the contractor's board of directors; (2) the contractor's chief executive officer, chief financial officer and chief operating officer; (3) any person who has an ownership of 20 percent or more in the contractor; (4) any subcontractor listed in the bid or contract; and (5) any political committee sponsored or controlled by the contractor. Use additional pages as necessary.</i></p> <p>1. Board of Directors: Neil Gilbert, Chairperson; Ken Berrick, President; Crosby Allison, Vice President; Dion Aroner, Secretary; Geoff Le Plastrier, Treasurer; Sylvia Pizzini; Jeff Davi; Gwen Foster; Nancy Peña; Rochelle Benning</p> <p>2. CEO: Ken Berrick; CFO: Janet Briggs; COO: Katherine West</p> <p>3. Persons with more than 20% ownership: N/A – Nonprofit Agency</p> <p>4. Subcontractors listed in contract: N/A</p> <p>5. Political committees sponsored or controlled by contractor: N/A</p>	
Contractor address: 2275 Arlington Drive, San Leandro, California 94578	
Date that contract was approved:	Amount of contract: \$40,538,404
Describe the nature of the contract that was approved: Behavioral health services for children, youth and families	
Comments:	

This contract was approved by (check applicable):

☐ the City elective officer(s) identified on this form

☒ a board on which the City elective officer(s) serves San Francisco Board of Supervisors

Print Name of Board

☐ the board of a state agency (Health Authority, Housing Authority Commission, Industrial Development Authority Board, Parking Authority, Redevelopment Agency Commission, Relocation Appeals Board, Treasure Island Development Authority) on which an appointee of the City elective officer(s) identified on this form sits

Print Name of Board

Filer Information <i>(Please print clearly.)</i>	
Name of filer: Clerk of the San Francisco Board of Supervisors	Contact telephone number: (415) 554-5184
Address: City Hall, Room 244. 1 Dr. Carlton B. Goodlett Pl., San Francisco, CA 94102	E-mail: Bos.legislation@sfgov.org

Signature of City Elective Officer (if submitted by City elective officer)

Date Signed

Signature of Board Secretary or Clerk (if submitted by Board Secretary or Clerk)

Date Signed

