

San Francisco Citywide Contract Boilerplate (P-600)

SUMMARY

- The San Francisco County MHP enters into a contractual agreement with the service providers (individuals/PPN; group; organizational). This contract is referred to as the "San Francisco Citywide Contract Boilerplate."

San Francisco Citywide Contract Boilerplate

• **Section I: Recitals**

• **Section II: Contract Articles**

- Definitions
- Terms of Agreement
- Financial Matters
- Services & Resources
- Insurance & Indemnity
- Liability of the Parties
- Payment of Taxes
- Terminations & Defaults
- Rights in Deliverables
- Additional Requirements Incorporated by Reference
- General Provisions
- MacBride & Signature
- ***Protected Health Information***
- Additional Terms

• **Section III: Appendices**

A. CBHS Services to be Provided by Contractor

B. Calculation of Charges

C. Insurance Waiver

D. Additional Terms

E. (not used)

F. Invoice

G. Dispute Resolution Procedure

H. Privacy Policy Compliance Standard

I. Declaration of Compliance

– FMP-State Funded Children’s Mental Health Services

– Substance Abuse Programs

– MHSA-Prop 65

– FMP Disclosure of Ownership & Labor

Appendix A: 9 Sections

1. Program Identifiers
2. Nature/Type of Document
3. Goal Statement
4. Target Population
5. Modality/Intervention:
6. Methodology
- 7. Objectives and Measurements***
- 8. Continuous Quality Improvement***

Appendix B: 7 Budget Forms

1. Contract Budget Summary
2. Cost Reporting/Data Collection (CRDC)
3. Salaries & Benefits Detail
4. Operating Expenses
5. Capital Expenditures
6. Contract-Wide Indirect Expenses
7. BHS Budget Justification

QM!

This contract template for professional services contains both legal advice from the City Attorney (in red), as well as instructions for completing the agreement (in green).

It is critical that you delete all of the legal advice in red text (and this blue text) before sharing a draft of this agreement with your selected contractor.

The instructions, in green, must be deleted before you finalize the contract, but they can remain in the draft contract you share with the contractor. We recommend, though, that you fill in as many of the blanks, and delete as many of the green instructions as possible, before you circulate the draft.

If you use Track Changes as you draft the document, be sure you Accept All Changes as you finalize the document and perhaps earlier. To do that:

- hit Control-a
- put the mouse on the Accept Change icon on the Reviewing toolbar (it has a check mark on it)
- click the down arrow to see the dropdown menu
- highlight Accept All Changes in Document, and click the mouse.

If the Reviewing toolbar is not visible, go to Tools, Customize, check Reviewing, and click Close.

If you use Track Changes as you delete text, the next reader can view what you've deleted if you don't Accept All Changes before you save the file.

Formatting: When you're finished filling in all the blanks, remember to change the color to automatic, and don't bold the font unless it's necessary. Remember to modify the footers as well as the body of the document. Making changes via Ctl-A in the main body doesn't change the footers.

Unless prompted to delete, unused sections usually are marked with "Reserved." or "Waived."

Tweak the page numbering as necessary when the contract is close to its final length.

**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

**[Insert name of contractor]
[Insert agreement number (if applicable)]**

➔ If your Department will procure goods or services using federal, state, or special funds, then you may need to modify this form. You must make sure that the terms set forth in this agreement are in full compliance with all applicable terms and requirements of the respective federal, state or special fund (i.e., there are no conflicting city requirements with your funding source, such as, geographical preferences). You must also make sure that any subsequent agreements, which subrecipients or subgrantees of the federal, state, or special funds enter into (with third parties), are also in full compliance with the respective terms and requirements of the federal, state or special fund. Your Department is responsible for making the required changes to this agreement and reviewing the terms of subrecipient or subgrantee agreements to confirm that the terms of the agreements are in compliance with the relevant fund requirement.

This Agreement is made this [insert day] day of [insert month], 20 [insert year], in the City and County of San Francisco, State of California, by and between [name and address of Contractor] (“Contractor”) and City.

Recitals

WHEREAS, the Department of Public Health (“Department”) wishes to [insert short description of services required]; and,

➔ If you conducted an RFP or other procurement for this service, then include the next recital paragraph. If you did not conduct an RFP or other competitive procurement, this contract must fall under an exception to the competitive bidding requirements, such as if this contract is a sole-source contract or it is for less than \$110,000.

WHEREAS, a Request for Proposal (“RFP”) was issued on [insert date], and City selected Contractor as the highest qualified scorer pursuant to the RFP; and

Use this version if you are using a GPO (Novation) RFP / bid. Before you use Novation check in with Baljeet S. Sangha on the appropriateness of using the Novation RFP /Bid.

CMS#

➔ **The following two template whereas clauses concern LBEs. Only one is needed. Choose the appropriate one and delete the other.**

WHEREAS, the Local Business Entity (“LBE”) subcontracting participation requirement for this Agreement is [insert LBE subcontracting percentage number] % OR delete preceding whereas clause and insert whereas clause below:

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 [insert PSC number] on [insert date of Civil Service Commission action];

➔ **Insert additional WHEREAS clauses as appropriate. For example, identify the Commission and/or Board approval action if applicable (e.g., contracts subject to award by a Commission, contracts subject to approval under Charter section 9.118, etc.).**

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 [insert name and address of contractor].

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,

CMS#

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) [insert Contractor's start date]; or (ii) the Effective Date and expire on [insert expiration date], unless earlier terminated as otherwise provided herein.

➔ **If you wish to include options for the City to extend the contract consistent with the period of the agreement anticipated in the procurement (likely the RFP), include paragraph 2.2 below. Otherwise, you may delete it.**

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 [insert whole dollar amount in numbers and words -- no pennies and no ".00"]. The breakdown of charges associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated CMS#

by reference as though fully set forth herein. 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 to Contractor at the address specified in Section 11.1, "Notices to the Parties," or in such alternate manner as the Parties have mutually agreed upon in writing.

→If the Agreement requires the use of LBE subcontractors, then include the following paragraph. If not, delete body text and replace with "Reserved. (LBE Payment and Utilization Tracking System)"

3.3.5 Reserved. (LBE Payment and Utilization Tracking System) LBE Payment and Utilization Tracking System. Contractor must submit all required payment information using the online LBE Utilization Tracking System (LBEUTS) as required by CMD to enable the City to monitor Contractor's compliance with the LBE subcontracting commitments in this Agreement. Contractor shall pay its LBE subcontractors within three working days after receiving payment from the City, except as otherwise authorized by the LBE Ordinance. The Controller is not authorized to pay invoices submitted by Contractor prior to Contractor's submission of all required CMD payment information. Failure to submit all required payment information to the LBEUTS with each payment request may result in the Controller withholding 20% of the payment due pursuant to that invoice until the required payment information is provided. Following City's payment of an invoice, Contractor has ten calendar days to acknowledge using the online LBEUTS that all subcontractors have been paid. Contractor shall attend a LBEUTS training session. LBEUTS training session schedules are available at www.sfgov.org/lbeuts.

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 Paymode-X, the City's third party service that provides Automated Clearing House (ACH) payments. Electronic payments are processed every business day and are safe and secure. To sign up for electronic payments, visit www.sfgov.org/ach.

CMS#

(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.

➔ **Subsection 3.3.7 is required only if this Agreement will be funded by the State or federal government. If no State or federal funds are involved, then delete subsection 3.3.7.**

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.

(b) **Grant Terms.** The funding for this Agreement is provided in full or in part by a Federal or State Grant to the City. As part of the terms of receiving the funds, the City is required to incorporate some of the terms into this Agreement. The incorporated terms may be found in Appendix H, "Grant Terms."

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 \$500,000 or more in Federal funding per year, from any and all Federal awards, said audit shall be conducted in accordance with OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations. Said requirements can be found at the following website address: <http://www.whitehouse.gov/omb/circulars/a133/a133.html>.

If Contractor expends less than \$500,000 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.

CMS#

3.4.2 The Director of Public Health or his / her designee may approve of a waiver of the aforementioned audit requirement 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.

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

CMS#

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. City's execution of this Agreement constitutes its approval of the subcontractors listed below.

[Insert names of approved subcontractors here. If Contractor is not expected to use any subcontractors and there are no CMD subcontracting goals, then state "Contractor will not employ subcontractors." and replace the final sentence of the paragraph.]

→When a subcontractor is replaced and the change is approved by the City and (CMD if needed), this must be done in a modification consistent with Section 11.5, "Modification of this Agreement."

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

CMS#

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.

→ **Section 4.7 is optional: it may be deleted if there are no time-sensitive milestones for the Contractor's performance, or if the department concludes that liquidated damages are not required under the particular circumstances of the Agreement. If this section is not deleted, then fill in the liquidated damages amount and make sure Appendix A includes measurable deadlines for submission of Deliverables to allow City to impose liquidated damages.**

→ **Section 4.8 is optional: it may be included if the nature of the contract includes some uncertainty, a contract may require labor, materials or fidelity bonds, or a corporate surety bond conditioned for the faithful performance of any contract for the purchase of services. Consult with your assigned Deputy City Attorney to assist you in drafting this language. Otherwise, delete entirely.**

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:

→ **The following types and amounts of insurance are those most commonly required in City contracts, but departments should tailor the types and amounts of insurance to the particular risks of each contractor's services. For example, if the Contractor would deliver fuel, transport hazardous waste, or operate aircraft, higher policy limits and sometimes specific types of coverage would be necessary. Please contact the City's Risk Manager with any questions related to insurance requirements, and do this early in the contracting process, such as well before a bid or RFP/RFQ is made public.**

CMS#

Any reductions below the amount of insurance coverage required, or any waivers of these coverages require the approval of the City’s Risk Manager.

It is important to avoid unnecessarily high insurance requirements, which could be a barrier to small businesses and LBEs doing business with the City, as well as inadequate insurance requirements which could leave the City financially vulnerable.

(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 and \$2,000,000 general aggregate for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; and

→ Use the following paragraph in place of (b) instead ONLY if Contractor will provide services for vulnerable clients such as minors and/or the elderly, otherwise remove entirely.

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.

→ Contractors that must be State-licensed as professionals to perform services, i.e., architects, engineers, certified public accountants, attorneys, brokers, etc., must provide professional liability insurance, also known as errors-and-omissions coverage. If the Contractor is such a professional, then include subsection (d) below. If the Contractor is not such a professional, then delete subsection (d)

(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.

→ Contractors that are or will provide the following services, must provide Technology Errors and Omissions Liability: Application Service Providers, Computer Consultants/Engineers, Data Processing or Programming, Data Hosting Services, Internet Services, Software Developers and Computer Systems Management or Data Analysis Services. If Contractor provides such services, then include subsections (e) (i) to (iii) below. If the Contractor does not provide such services, then delete subsections (e) (i) to (iii). NOTE: Limits of insurance may be increased according to the Scope of Work, risk, and amount of contract.

(e) Technology Errors and Omissions Liability coverage, with limits of \$1,000,000 each occurrence and each loss, and \$2,000,000 general aggregate. The policy shall at a minimum cover professional misconduct or lack of the requisite skill required for the performance of services defined in the contract and shall also provide coverage for the following risks:

(i) Liability arising from theft, dissemination, and/or use of confidential information, including but not limited to, bank and credit card account information or personal information, such as name, address, social security numbers, protected health information or other personally identifying information, stored or transmitted in electronic form;

CMS#

(ii) Network security liability arising from the unauthorized access to, use of, or tampering with computers or computer systems, including hacker attacks; and

(iii) Liability arising from the introduction of any form of malicious software including computer viruses into, or otherwise causing damage to the City's or third person's computer, computer system, network, or similar computer related property and the data, software, and programs thereon.

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.

→ Please consult with Risk Management should Contractor have difficulty providing the following thirty (30) days' notification endorsement.

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 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.

5.1.6 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.

→ Include section 5.1.7 below ONLY IF Contractor is expected to perform the Services on City premises. Seek City Risk Manager approval if Contractor is expected to come onto City premises but is not willing to provide the waiver of subrogation endorsement.

5.1.7 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.

CMS#

5.1.8 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.

➔ **You can insert the following subparagraph 5.1.9 only AFTER a waiver has been granted by the Risk Manager.**

5.1.9 Notwithstanding the foregoing, the following insurance requirements are waived or modified in accordance with the terms and conditions stated in Appendix C. Insurance.

➔ **This applies to Sec. 5.2. Indemnification. If the Contractor is NOT a design professional (an architect, a landscape architect, or an engineer) and will NOT perform other consulting services for a public work project (e.g., a construction manager, program manager) , then use the first version of Section 5.2 and delete the second version, below-named "5.3" due to auto-numbering.**

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

CMS#

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.

→Contractors frequently ask to limit their general liability under the contract, cap incidental and consequential damages, and/or cap their indemnification obligation. Each situation raises unique issues, but language is available to effectuate the caps. Consult with your assigned Deputy City Attorney to assist you in drafting this language.

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 CMS#

reevaluation 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 reevaluation 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.

CMS#

(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:

CMS#

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

➔ **Prior to finalization, confirm that the numbers in the table properly correspond to their location in this document.**

3.5	Submitting False Claims.	10.4	Nondisclosure of Private, Proprietary or Confidential Information
4.5	Assignment	10.10	Alcohol and Drug-Free Workplace
Article 5	Insurance and Indemnity	10.13	Working with Minors
Article 7	Payment of Taxes	11.10	Compliance with Laws
Article 13	Protected Health Information	Item 1 of Appendix D attached to this Agreement	

(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.

CMS#

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:

➔ **Prior to finalization, confirm that the numbers in the table properly correspond to their location in this document.**

3.3.2	Payment Limited to Satisfactory Services	9.1	Ownership of Results
3.3.7(a)	Grant Funded Contracts - Disallowance	9.2	Works for Hire
3.4	Audit and Inspection of Records	10.4	Nondisclosure of Private, Proprietary or Confidential Information
3.5	Submitting False Claims	11.6	Dispute Resolution Procedure
Article 5	Insurance and Indemnity	11.7	Agreement Made in California; Venue
6.1	Liability of City	11.8	Construction
6.3	Liability for Incidental and Consequential Damages	11.9	Entire Agreement
Article 7	Payment of Taxes	11.10	Compliance with Laws
8.1.6	Payment Obligation	11.11	Severability
Article 13	Protected Health Information	Item 1 of Appendix D attached to this 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, CMS#

computation sheets, computer files and media or other documents prepared by Contractor or its subcontractors, 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 www.sfgov.org under "Government."

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 Nondisclosure of Private, Proprietary or Confidential Information.

10.4.1 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.

CMS#

10.4.2 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.

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.

→ **The following section applies only to contracts with CMD subcontracting goals. If there are no subcontracting goals, delete the final two sentences (“Contractor shall utilize LBE”... “Contractor’s LBE subcontracting commitments”) of the section.**

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.

→ **The requirements of Chapter 83 apply to: (a) entry level positions for work performed by a contractor in the City; (b) entry level positions for work performed on the contract in Alameda, San Francisco or San Mateo counties; (c) entry level positions for work performed on the contract on property owned by the City; and (d) entry level positions for work done under a permit authorization on a development project in the City. If the contract amount is \$50,000 or less, then §10.9 should read “Reserved. (First Source Hiring Program)” If the contract amount is more than \$50,000, then you must call the First Source Hiring Administrator (415-701-4857) to review whether Chapter 83 will apply to the contract or is waived.**

CMS#

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.

→ **Include the following paragraph if the Contractor will be paid with federal or state funds. If not, this section may be deleted.**

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.

→ **Insert Section 10.12 for any contract Agreement in which the Contractor is providing (1) insurance or insurance services, (2) financial services, or (3) textiles, unless the contractor falls within an exception (see Admin. Code Section 12Y.3). Otherwise, delete the body text and replace with "Reserved. (Slavery Era Disclosure)".**

10.12 **Reserved. (Slavery Era Disclosure)**

→ **If the Agreement will involve the Contractor or Subcontractors providing services involving direct supervision of minors or will be working with minors in an unaccompanied setting on more than an incidental or occasional basis, then insert §10.13. Supervision includes oversight responsibilities at City parks, playgrounds, recreational centers or beaches. Otherwise, delete the body text and replace with "Reserved. (Working with Minors)"**

CMS#

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.

➔ **Consult with the City Attorney’s Office regarding potential preemption issues. If Chapter 12T will not apply to a particular contract due to preemption or other non-applicability, then delete the body text and replace with “Reserved. (Consideration of Criminal History in Hiring and Employment Decisions)”. In the case of waiver, replace text with “Waived. (Consideration of Criminal History in Hiring and Employment Decisions)” if the requirement has been waived by the appropriate governing body.**

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>. A partial listing of some of Contractor’s obligations under Chapter 12T is set forth in this Section. 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.

➔ **Insert section 10.15 if this Agreement is (1) with a nonprofit AND is not for goods or services to the City pursuant to bids or requests for proposals, where the City is the end user of the goods or services, or (2) an agreement to provide services or benefits to City employees and/or to their family members, dependents, or their other designated beneficiaries. Otherwise, delete Otherwise delete the body text and replace with “Reserved. (Public Access to Nonprofit Records and Meetings)”**
CMS#

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.

➔ **Effective September 1, 2015, some Contractors face restrictions regarding Sugar-Sweetened Beverages. If the scope of services in this contract includes sale, provision, or distribution of beverages, include the following section. If those services are not included, mark section as "Reserved. (Sugar-Sweetened Beverage Prohibition)". If applicable, this provision may be waived by the department with approval of the Purchaser pursuant to Admin. Code 101.5, in which case, the section should be marked "Waived. (Sugar-Sweetened Beverage Prohibition)"**

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

➔ **In all Agreements include section 10.18, in Agreements involving wood or wood products, also include section 10.18.1, otherwise delete 10.18.1.**

10.18 **Tropical Hardwood and Virgin Redwood Ban.** Pursuant to San Francisco Environment Code Section 804(b), the City urges Contractor not to import, purchase, obtain, or use for any purpose, any tropical hardwood, tropical hardwood wood product, virgin redwood or virgin redwood wood product.

➔ **Use section 10.19 only if the Services include purchasing preservative-treated wood products on behalf of the City, otherwise delete the body text and replace with "Reserved. (Preservative Treated Wood Products)"**

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 101 Grove Street, Room 307 San Francisco, California 94102	FAX: (415) 554-2555 e-mail: <CA e-mail>
And:	Program Person SECTION ADDRESS SAN FRANCISCO, CA ZIP	FAX: <PM FAX #> e-mail: <PM e-mail>
To CONTRACTOR:	VENDOR	

CMS#

ADDRESS
CITY, STATE ZIP

FAX: <V FAX #>
e-mail: <V e-mail>

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.

➔ **You may want to consider including delivery by an overnight delivery service or courier as adequate notice for any of the above situations.**

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.

➔ **If services include collecting electronic payments on behalf of the City (including credit card payments), the Office of the Treasurer and Tax Collector requires the following language. Any deviation from the above requirements shall be approved in writing by the City and County of San Francisco Office of the Treasurer and Tax Collector. If the services do not include collecting electronic payments on behalf of the City then delete the body text and replace with "Reserved. (Payment Card Industry ("PCI") Requirements)"**

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

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. Contractor shall cooperate with Department to submit to the Director of CMD any amendment, modification, supplement or change order that would result in a cumulative increase of the original amount of this Agreement by more than 20% (CMD Contract Modification Form).

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 21.35, 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 CMS#

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.

➔ **Insert Section 11.6.3 if this Agreement is with a health and human services nonprofit. Otherwise delete the section.**

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.

CMS#

➔If the Agreement does NOT include boilerplate terms from the Contractor, include the following Section 11.13 “Order of Precedence” clause and delete Section 11.14. Adjust language accordingly if the procurement is not a competitively bid RFP.

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 RFP, and Contractor's proposal dated [Insert Date of Proposal]. The RFP 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 RFP and the Contractor’s proposal.

➔If the Agreement DOES include boilerplate terms from the Contractor, include the following Section 11.14 “Order of Precedence” clause and delete Section 11.13 above, the terms will automatically renumber to make Section 11.13 the Order of Precedence clause in either event.

11.14 **Order of Precedence.** Contractor agrees that in the event of discrepancy, inconsistency, gap, ambiguity, or conflicting language between the City’s terms and Contractor's printed terms attached, the City’s terms shall take precedence, followed by the procurement issued by the department, Contractor’s proposal, and Contractor’s printed terms, respectively.

Article 12 MacBride And Signature

12.1 **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.

Article 13 Protected Health Information

13.1 **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 Additional Terms

14.1 **Additional Terms.** Additional Terms are attached hereto as Appendix D and are incorporated into this Agreement by reference as though fully set forth herein.

CMS#

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

CITY

CONTRACTOR

Recommended by:

[company name]

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

[name of authorized representative]
[title]
[optional: address]
[optional: city, state, ZIP]

Approved as to Form:

City vendor number: [vendor number]

Dennis J. Herrera
City Attorney

By: _____
[name of Deputy City Attorney]
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: Additional Terms
- E: HIPAA Business Associate Agreement
- F: Invoice
- G: Dispute Resolution

➔ In the footer, the page number should match the “of” number, such as “23 of 23.”

CMS#

Appendix A
Community Behavioral Health Services
Services to be provided by Contractor

1. Terms

A. Contract Administrator:

In performing the Services hereunder, Contractor shall report to **Program Person**, 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. CBHS Electronic Health Records System

Treatment Service Providers use the CBHS Electronic Health Records System and follow data reporting procedures set forth by SFDPH Information Technology (IT), CBHS Quality Management and CBHS 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 Community Behavioral Health Services Policies and Procedures

In the provision of SERVICES under CBHS contracts, CONTRACTOR shall follow all applicable policies and procedures established for contractors by CBHS, 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: (Mental Health outpatient contracts only)

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.

2. Description of Services

Detailed description of services are listed below and are attached hereto

Appendix A-1 <Program Name>

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 Mental Health Services Act 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 <If Used. Begin budget summary on page 2 or higher Since this is Page 1 of Appendix B>

Appendix B-1 <Program Name>

Appendix B-2 <Program Name>

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 k_compwrite Dollars (\$k_comp#) for the period of July 1, k_yr1 through June 30, k_yrend.

CONTRACTOR understands that, of this maximum dollar obligation, \$_____ 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 a 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, <u>k_yr1</u> through June 30, <u>k_yrend</u>	\$0,000,000
July 1, <u>k_yr1</u> through June 30, <u>k_yrend</u>	\$0,000,000
July 1, <u>k_yr1</u> through June 30, <u>k_yrend</u>	\$0,000,000
Subtotal	
Contingency	
July 1, <u>k_yr1</u> through June 30, <u>k_yrend</u>	\$0,000,000

(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.

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.

F. 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.

**Appendix C
Insurance Waiver**

→ Use as appropriate and only if an insurance waiver has been signed and granted by the Risk Manager.

Appendix D
Additional Terms

1. PROTECTED HEALTH INFORMATION AND BAA

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, transmission, and storage of health information.

The parties acknowledge that CONTRACTOR is one or more of the following:

- CONTRACTOR will render services under this contract that include possession or knowledge of identifiable Protected Health Information (PHI), such as health status, health care history, or payment for health care history obtained from CITY.
Specifically, CONTRACTOR will:

- Create PHI
- Receive PHI
- Maintain PHI
- Transmit PHI and/or
- Access PHI

The Business Associate Agreement (BAA) in Appendix E is required. Please note that BAA requires attachments to be completed.

- CONTRACTOR will not have knowledge of, create, receive, maintain, transmit, or have access to any Protected Health Information (PHI), such as health status, health care history, or payment for health care history obtained from CITY.

The Business Associate Agreement is not required.

2. 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.

Appendix F
Invoice

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/appellate 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 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.

Appendix _
FAMILY MOSAIC ONLY
STATE FUNDED
CHILDREN'S MENTAL HEALTH SERVICES

A. CITY's Obligations:

This contract does not relieve the CITY of its obligations under Contract No. 95-23408 or its successors with the State of California.

B. Disclosure of Ownership and Control:

CONTRACTOR agrees to complete Appendix N giving the names and addresses of the following: (a) officers and owners of the CONTRACTOR, (b) stockholders owning more than 10% of the stock issued by the CONTRACTOR, (c) major creditors holding more than 5% of the debt of the CONTRACTOR.

C. Effective Date of Agreement:

When this Agreement covers services included under the CITY's Contract No. 95-23408, or its successors, with the State of California, the Agreement shall not become effective until the later of the notification of certification of funds by the CONTROLLER or approval by the Department of Health Services (DHS) in writing, or by operating of law where DHS has acknowledged receipt of the Agreement and has failed to approve or disapprove the Agreement within 30 days of receipt. If the effective date of this Agreement is later than the first day of the term referenced in Section 2, the Agreement shall be retroactive to the first day of the term.

D. Debarment and Suspension Certification:

(1) By signing this agreement, CONTRACTOR agrees to comply with the applicable federal suspension and debarment regulations and certifies the following:

(a) CONTRACTOR is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in a federally sponsored project by any federal department or agency;

(b) CONTRACTOR has not, within a three-year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) CONTRACTOR is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in the foregoing paragraph of this certification; and

(d) CONTRACTOR has not, within a three-year period preceding this Agreement, had one or more public transactions (Federal, State or local) terminated for cause or default.

(e) CONTRACTOR shall not knowingly enter into any lower tier covered transaction with a person or firm that is proposed for debarment under Federal regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transactions, unless authorized by the State. CONTRACTOR may rely on the certification of a prospective participant in a lower tier covered transaction unless it knows that the certification is erroneous. CONTRACTOR may, but is not required to, check the Procurement and Non-procurement List issued by U.S. General Service Administration at the following internet site: <http://epls.arnet.gov/>

(f) CONTRACTOR will include a clause entitled, "Debarment and Suspension Certification" that essentially sets forth the provisions herein, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

(2) If CONTRACTOR is unable to certify to any of the statements in this certification, CONTRACTOR shall submit an explanation to the CITY Program funding this agreement.

(3) The terms and definitions herein have the meanings set out in the Definitions and Coverage sections of the rules implementing Federal Executive Order 12549.

(4) If CONTRACTOR knowingly violates this certification, in addition to other remedies available to the Federal government, CITY may terminate this agreement for cause or default.

E. City Sole Payer; State Held Harmless

When this Agreement covers services included under the CITY's Contract No. 95-23408, or its successors, with the State of California, the CITY is the sole party responsible for paying CONTRACTOR for SERVICES rendered under this Agreement. CONTRACTOR shall hold harmless the clients to whom SERVICES are provided and the State of California and its officers, agents and employees from any claim for payment of SERVICES rendered under this Agreement.

F. Records

CONTRACTOR agrees that it has the duty and responsibility to make available to the Director of Public Health or his/her designee, including the CONTROLLER, the contents of records pertaining to any CITY client which are maintained in connection with the performance of the CONTRACTOR'S duties and responsibilities under this Agreement, subject to the provisions of applicable federal and state statutes and regulations (until the expiration of five years after the end of the fiscal year in which SERVICES are furnished under the contract. Such access shall include making the books, documents and records available for inspection, examination or copying by the CITY, the California of Health Services or the U.S. Department of Health and Human Services and the Controller General of the United States at all reasonable times at the CONTRACTOR'S place of business or at such other mutually agreeable location in California. This provision shall also apply to any subcontract under the contract and to any contract between a subcontractor and related organizations of the subcontractor, and to their books, documents and records). The CITY acknowledges its duties and responsibilities regarding such records under such statutes and regulations.

G. Notices

CONTRACTOR acknowledges that it is responsible for notifying the California Department of Health Services in the event this contract is terminated prior to the stated term of the contract, or is amended during the term of the contract. Notices must be sent by CONTRACTOR via First Class Mail to:

To the STATE:

Department of Health Services
Medi-Cal Managed Care Division
714 P Street, Room 600
Sacramento, CA 95814

H. Assignment

If CONTRACTOR is providing services included under the CITY's Contract No. 95-23408 or its successors with the State of California, CONTRACTOR understands that, in the event of such assignment or delegation, prior written consent must also be obtained from the California Department of Health Services.

I. Modification

When this Agreement covers SERVICES included under the CITY's Contract No. 95-23408, or its successors, with the State of California, such modification shall not become effective until the later of the notification of certification of funds by the CONTROLLER or approval by the Department of Health Services (DHS) in writing, or by operation of law where DHS has acknowledged receipt of the Agreement and has failed to approve or disapprove the Agreement within 30 days of receipt.

Appendix ____

SUBSTANCE ABUSE PROGRAMS

such as

Drug Medi-Cal,

Federal Substance Abuse Prevention And Treatment (SAPT) Block Grant,

Primary Prevention or

State Funded Services

(e.g., Bay Area Services Network/BASN)

The following laws, regulations, policies/procedures and documents are hereby incorporated by reference into this Agreement as though fully set forth therein.

(Note: For the purposes of this Appendix, "DMC" shall mean Drug Medi-Cal.)

Document 2A:	<i>Sobky v. Smoley</i> , February 1, 1995
Document 2B:	Provider Waiting List Record
Document 2C:	California Code of Regulations, Title 22
Document 2D:	Perinatal Services Monthly Report
Document 2E:	Drug Medi-Cal Certification Standards for Substance Abuse Clinics

CONTRACTOR and/or any other providers of DMC funded services be licensed, registered, DMC certified and/or approved in accordance with applicable laws and regulations.

CONTRACTOR'S subcontracts shall require that providers comply with the following regulations and guidelines:

- (a) Title 21 CFR Part 1300, et seq., Title 42, CFR, Part 8;
- (b) Drug Medi-Cal Certification Standards for Substance Abuse Clinics (Document 2E);
- (c) Title 22, Sections 51341.1, 51490.1, and 51516.1, (Document 2C);
- (d) Alcohol and/or Other Drug Program Certification Standards (Document 1P); and
- (e) Title 9, Sections 10000, et seq.

In the event of conflicts, the provisions of Title 22 shall control.

FOR CONTRACTS WITH DRUG MEDI-CAL, FEDERAL SAPT OR STATE FUNDS:

I. Subcontractor Documentation

Any agreement with a subcontractor that is not licensed or certified by State shall require the subcontractor to submit organizational documents to State within 30 days of its execution of an initial subcontract or within 90 days of the renewal or continuation of an existing subcontract. Organizational documents shall include the subcontractor's Articles of Incorporation or Partnership Agreements (as applicable), and business licenses, fictitious name permits, and such other information and documentation as may be requested by the State.

Records

CONTRACTOR shall maintain sufficient books, records, documents, and other evidence necessary for State to audit contract performance and contract compliance. CONTRACTOR will make these records available to State, upon request, to evaluate the quality and quantity of SERVICES, accessibility and appropriateness of SERVICES, and to ensure fiscal accountability. Regardless of the location or ownership of such records, they shall be sufficient to determine the reasonableness, allowability, and allocability of costs incurred by CONTRACTOR.

1. Contracts with audit firms shall have a clause to permit access by State to the working papers of the external independent auditor, and copies of the working papers shall be made for State at its request.
2. CONTRACTOR shall keep adequate and sufficient financial records and statistical data to support the year-end documents filed with State.
3. Accounting records and supporting documents shall be retained for a three-year period from the date the year-end cost settlement report was approved by State for interim settlement. When an audit has been started before the expiration of the three-year period, the records shall be retained until completion of the audit and final resolution of all issues that arise in the audit. Final settlement shall be made at the end of the audit and appeal process. If an audit has not begun within three years, the interim settlement shall be considered as the final settlement.
4. Financial records shall be kept so that they clearly reflect the source of funding for each type of service for which reimbursement is claimed. These documents include, but are not limited to, all ledgers, books, vouchers, time sheets, payrolls, appointment schedules, client data cards, and schedules for allocating costs.
5. CONTRACTOR'S subcontracts shall require that all subcontractors comply with the requirements of this Section A.
6. Should a subcontractor discontinue its contractual agreement with CONTRACTOR, or cease to conduct business in its entirety, CONTRACTOR shall be responsible for retaining the subcontractor's fiscal and program records for the required retention period. The State Administrative Manual (SAM) contains statutory requirements governing the retention, storage, and disposal of records pertaining to State funds.

If CONTRACTOR cannot physically maintain the fiscal and program records of the subcontractor, then arrangements shall be made with State to take possession and maintain all records.

7. In the expenditure of funds hereunder, and as required by 45 CFR Part 96, CONTRACTOR shall comply with the requirements of SAM and the laws and procedures applicable to the obligation and expenditure of State funds.

II. Control Requirements

1. Performance is subject to all applicable federal and State laws, regulations, and standards. In accepting the State drug and alcohol combined program allocation pursuant to HSC, Sections 11757(a) and (b), CONTRACTOR shall (i) establish, and shall require subcontractors to establish, written accounting procedures consistent with the following requirements, and (ii) be held accountable for audit exceptions taken by State against CONTRACTOR and its subcontractors for any failure to comply with these requirements:
 - (a) HSC, Division 10.5;
 - (b) Title 9, California Code of Regulations, Division 4;
 - (c) Government Code, Article 1.7, Federal Block Grants, Chapter 2, Part 2, Division 4, Title 2, commencing at Section 16366.1;
 - (d) Government Code, Article 7, Federally Mandated Audits of Block Grant Funds Allocated to Local Agencies, Chapter 1, Part 1, Division 2, Title 5, commencing at Section 53130;
 - (e) Title 42, United States Code (USC), Section 300x-5;
 - (f) Block Grant [Public Law 102-321 (Title 42, USC, commencing at §101)];
 - (g) Single Audit Act of 1984 (Public Law 98-502) and the Single Audit Act Amendments of 1996 (Public Law 104-156) and corresponding OMB Circular A-133 (Revised June 24, 1997);
 - (h) Title 45 Code of Federal Regulations (CFR), Part 96, Subparts B, C, and L, Substance Abuse Prevention and Treatment Block Grant;
 - (i) Title 21, CFR, Part 291 (Food and Drug Administration Requirements for Narcotic Treatment Programs);
 - (j) Title 21, CFR, Part 1300, et. seq. (Drug Enforcement Administration Requirements for Food and Drugs); and
 - (k) State Administrative Manual, Chapter 7200

CONTRACTOR shall be familiar with the above laws and regulations and shall assure that its subcontractors are also familiar with such laws.

2. Title 45, CFR, Part 96, Subpart L, as amended by PL 106-310, the Children's Health Act of 2000, contains the minimal provisions that are to be adhered to by CONTRACTOR in the expenditure of the Substance Abuse Prevention and Treatment Block Grant funds. 45 CFR 96, Subpart L, is incorporated by reference.

3. Documents 1C and 1D incorporated by this reference, contain additional requirements that shall be adhered to by those CONTRACTORS that receive the types of funds specified by each document and referenced in Appendix A1. These Appendixes and documents are:

- (a) Document 1C, Driving Under the Influence Program Requirements; and
- (b) Document 1D, Bay Area Services Network (BASN) Services to California Department of Corrections (CDC) -- Parolee Services Network Projects
- (c) Document 1G, incorporated by this reference, "Perinatal Services Network Guidelines," contains the requirements for perinatal programs

Document 1T, incorporated by this reference, "Prevention Activities Data System (PADS) Forms," collects information required in the SDFSC Act and SAPT Block Grants. Reports are required from primary prevention providers on a yearly basis.

Appendix _____

**MENTAL HEALTH SERVICES ACT
(PROPOSITION 63)**

**CONTRACTOR agrees to fully comply with all laws, regulations, policies and procedures related to the
Mental Health Services Act (MHSA).**

Appendix _____
Disclosure of Ownership and Control
(for Family Mosaic Project Agreements)

Disclosure of Ownership and Control
(for Family Mosaic Project Agreements)

In compliance with the attached Agreement, CONTRACTOR must complete this Appendix, giving the names and addresses of the following:

- (a) officers and owners of the CONTRACTOR,
- (b) stockholders owning more than 10% of the stock issued by the CONTRACTOR,
- (c) major creditors holding more than 5% of the debt of the CONTRACTOR.

Please attach additional sheets as necessary.

CONTRACTOR NAME: _____

1. Please give the organizational basis of the Contractor (corporation, non-profit corporation, partnership, individual, etc.):
2. Please give the names and addresses of the owners of the Contractor.
3. Please give the name and address of the officers and directors of the Contractor, if organized as a corporation; of the partners, if organized as a partnership.
4. Please list the major stockholders (more than 10%) of the Contractor.
5. Please list the major creditors holding more than 5% of the debt of the Contractor.

The undersigned hereby certifies that the above information is true and correct as of the signature date.

Name and Title

Signature

Date

Contractor Name:	Appendix A-__
Program Name:	Contract Term: MM/DD/YY – MM/DD/YY
	Funding Source:

Contract Appendix A Narrative Template

This template is to be used for programs in the following Systems of Care (SOCs):

Ambulatory Care

- Behavioral Health Services (BHS)
 - Adult and Older Adult (AOA)
 - Children, Youth & Families (CYF)
 - Mental Health Services Act (MHSA)
- Maternal, Child & Adolescent Health (MCAH)
- Primary Care (PC; HIV Health Services)

Population Health

- Community Health Equity & Promotion (CHEP)
- HIV Prevention Services (HPS)

Transitions

- Housing Services (Housing & Urban Health)

Please delete this box before submitting the narrative to your CDTA Program Manager

1. Identifiers:

Program Name:

Program Address:

City, State, ZIP:

Telephone/FAX:

Website Address:

Contractor Address (if different from above):

City, State, ZIP:

Person Completing this Narrative:

Telephone:

Email Address:

Program Code(s) (if applicable):

2. Nature of Document:

New Renewal Modification

(See instruction on the need for this information):

Appendix #: A-__	
Appendix Term: MM/DD/YY – MM/DD/YY	

3. Goal Statement:

4. Target Population:

CMS#:

Page x of x

Agreement Term: (Inserted by Contract Analyst)

Contractor Name:	Appendix A- __
Program Name:	Contract Term: MM/DD/YY – MM/DD/YY
	Funding Source:

5. Modality(s)/Intervention(s)

(See instruction on the need and/or the use of these tables):

Units of Service (UOS) Description (add more rows if needed)	Units of Service (UOS)	Number of Clients (NOC)	Unduplicated Clients (UDC)
{modality name} {UOS measurement} A FTE x B {UOS measurement}/week x C weeks x D level of effort (LOE)%=	X1	Y1	
{modality name} {UOS measurement} A FTE x B {UOS measurement}/week x C weeks x D level of effort (LOE)%=	X2	Y2	
Total UOS Delivered	X1 + X2		
Total UDC Served			Z

Units of Service (UOS) Description (add more rows if needed)	Units of Service (UOS)	Number of Contacts (NOC)
Individual Risk Reduction Counseling and/or Prevention Case Management One UOS = one hour of individual risk reduction counseling A clients x B sessions x C hours per session = X1 UOS D clients x B sessions = Y1 NOC	X1	Y1
Groups (HPS providers are not required to distinguish groups for billing purposes, but may do so if there are cost differences) One UOS = one hour Group Session A sessions x B hours per session = X2 UOS D clients x A sessions = Y2 NOC	X2	Y2
Recruitment and/or Linkage Efforts One UOS = one hour of recruitment/linkage A clients x B session x C hours per session = X3 UOS A clients x B session = Y3 NOC	X3	Y3
Events One UOS = one event E events = X4 UOS A client/event x E events = Y4 NOC	X4	Y4
Social Marketing (or Condom Distribution; no NOC required) One UOS = one month of social marketing activities M months of social marketing = X5 UOS	X5	
Total Services Delivered	X Total	Y Total

Contractor Name:	Appendix A- __
Program Name:	Contract Term: MM/DD/YY – MM/DD/YY
	Funding Source:

6. Methodology:

7. Objectives and Measurements:

8. Continuous Quality Improvement:

9. Required Language:



FY15–16 Contract Appendix A Narrative Instructions

Table of Contents:

Section 1. Behavioral Health Services (BHS): Adult and Older Adult (AOA) and Children, Youth and Families (CYF).....	page 3
Section 2. Behavioral Health Services (BHS): Mental Health Services Act (MHSA).....	page 7
Section 3. Community Health Equity and Promotion (CHEP) and HIV Prevention Services (HPS).....	page 12
Section 4. HIV Health Services (HHS) and Community Based Primary Care (CBPC).....	page 16
Section 5. Housing and Urban Health (HUH).....	page 20

Introductions:

Please make sure the details of this Appendix A Narrative match the details of the program’s budget (Appendix B).

Please be concise and check for grammar and spelling errors before submitting the document.

Using the “Contract Checklist for Providers” tool to check your work before you submit your documents can help you eliminate many common errors that slow down the certification process. This can be found on the CDTA Website.

When writing your Narrative, please use the “**Appendix A Narrative Template**” not these instructions. This can be found on the CDTA Website.

Many other helpful forms and information can be found on the CDTA Website:

www.sfdph.org/cdta

Please Note These Exceptions:

- A) For **Maternal Child and Adolescence Health (MCAH)**, please consult with your CDTA Program Manager on how to develop your contract documents.
- B) For **Fiscal Intermediary Contractors**, please consult with your CDTA Program Manager on how to develop your contract documents.

As always, contact your CDTA Program Manager if you have any questions.

Section 1.

These Instructions are to be used for programs in the following Systems of Care (SOC):

Behavioral Health Services (BHS): Adult and Older Adult (AOA) and Children, Youth, and Families (CYF)

1. Identifiers:

Program Name: use the standard name for this program.

Program Address: use the primary program site address.

City, State, Zip Code:

Telephone/FAX:

Website Address:

Contractor Address: if different from the primary program site address above.

City, State, Zip Code:

Person completing this Narrative: indicate name and title of the person who wrote this narrative.

Telephone: this person's direct phone number,

Email Address: and direct email address.

Program Code(s): List the relevant program codes as they correspond to your Appendix B.

2. Nature of Document:

Check one **New** **Renewal** **Modification**

3. Goal Statement:

Provide a brief and general program goal statement (preferably one sentence).

4. Target Population:

Briefly describe the priority population and subpopulations to be served by the program (specific problem, geographic area, group, age, etc.) **Examples:** women of childbearing age; youth between the ages of thirteen and nineteen years; Asian/Pacific Islander gay and bisexual men; Monolingual Russian speakers residing in the Tenderloin; etc.

For **Early Childhood Mental Health Consultation Initiative (ECMHCI)** programs, the following table of services must be completed and inserted in this section:

Site Name	# of classrooms	# of children	# of staff	# of hours per week	Funding Source(s)	Site Type
1. ABZ's Child Care	4	40	8	6	First 5 PFA	ECE Center
2. 1-2-3 Go Program	6	80	7	10	First 5 Prop 10	ECE Center
3. Over the Rainbow House	N/A	20	4	6	First 5 Shelter	Shelter

Information shown in the table above is for illustrative purposes only. Your program's actual numbers and funding sources will be determined individually. Add rows to table as needed.

5. Modality(s) / Intervention(s):

All the service modalities provided with definitions must be listed in this section. The modalities listed here must match the information in the program's Budget Appendix B.

The Units of Service (UOS) / Number of Clients (NOC) / Unduplicated Clients (UDC) table with formulas may be needed. Please consult with your CDTA Program Manager to determine if your program should use the following table.

Units of Service (UOS) Description	Units of Service (UOS)	Number of Clients (NOC)	Unduplicated Clients (UDC)
Case Management Hours 1.0 FTE x 40 hrs/wk x 48 wks x 87% Level of Effort = 1,670 UOS	1,670	185	
Primary Care Encounters 1.5 FTE x 30 encounters per week x 50 weeks = 2,250 UOS	2,250	400	
Health Fair Encounters 4 Health Fairs/yr x 8 hours each = 32 UOS 4 Health Fairs/yr to 10 individuals/hour x 6 hours = 240 NOC	32	240	
Total Unduplicated Clients			700*

Information shown in the table above is for illustrative purposes only. Your program's actual numbers and modalities will be determined individually. Add rows to table as needed. *Please note, the sum of all the NOCs does not necessarily add up to the Total UDC because of overlap.

6. Methodology:

A program may provide Direct Client Service (e.g. case management, treatment, prevention activities) or Indirect Services (programs that do not provide direct client services), or both.

Indirect Services (programs that do not provide direct client services): Describe how the program will deliver the purchased services.

Direct Client Services: Describe how services are delivered and what activities will be provided, addressing, how, what, and where for each section below.

- A. Outreach, recruitment, promotion, and advertisement as necessary.
- B. Admission, enrollment and/or intake criteria and process where applicable
- C. Service delivery model, including treatment modalities, phases of treatment, hours of operation, length of stay, locations of service delivery, frequency and duration of service, strategies for service delivery, wrap-around services, residential bed capacity, etc. Include any linkages/coordination with other agencies. For BHS Children Youth and Families (CYF) programs, discuss how CANS data is used to inform treatment and discharge.
- D. Discharge Planning and exit criteria and process, i.e., a step-down to less intensive treatment programs, the criteria of a successful program completion, aftercare, transition to another provider, etc.
- E. Program staffing (which staff will be involved in what aspects of the service development and delivery). Indicate if any staff position is not funded by DPH.

7. Objectives and Measurements:

A. Standardized Objectives

Objectives will not be inserted in the Appendix A narrative, rather the objectives will be referenced in Appendix A with the following required sentence:

(AOA): “All objectives, and descriptions of how objectives will be measured, are contained in the BHS document entitled BHS AOA Performance Objectives FY15-16.”

(CYF): “All objectives, and descriptions of how objectives will be measured, are contained in the BHS document entitled BHS CYF Performance Objectives FY15-16.”

B. Individualized Objectives (not required of all programs)

Some BHS programs are instructed by the Systems of Care to develop a set of Individualized Objectives in addition to required Standardized Objectives. Do not add Individualized Objectives unless you are directed to do so by your System of Care or CDTA Program Manager.

- Objectives must be Specific, Measurable, Achievable, Realistic, and Time-framed (SMART).
- Process Objectives are key activities or tasks to be accomplished by the program staff during the contract period.
- Outcome Objectives are statements about the expected changes, results, impacts, or benefits of the programs on the individuals or groups served.

Each objective should be followed by an evaluation statement that includes the following elements:

1. Staff Issues: list the staff involved in evaluation including oversight and what evaluation activities will be performed.
2. Data Collection Tools: specify the data collection tool(s) to be used.
3. Data: list which data are being collected.
4. Frequency: indicate how often the data will be collected and analyzed.
5. Data Reporting: indicate who will receive and analyze these data and how the evaluation data will be used.

When writing individualized objectives clearly state what the program is attempting to accomplish, how it will be measured, who it is applicable to, the percentage or group of clients included, and the data measurement sources.

_____ of _____ will _____
by when _____ how many/what % _____ who demonstrate what/result in _____
_____, _____ and _____
as measured by _____ documented in _____

An example of an Outcome Objective:

“By the end of the current Fiscal Year, 60% of discharged clients will show a reduction in the frequency of substance use compared to entry level baseline as measured by self-report and/or counselor observation, and documented in the client records.”

As the above example demonstrates, the structure of an objective must contain the Specific, Measurable, Achievable, Realistic, and Time-framed (SMART) components.

8. Continuous Quality Improvement (CQI):

Describe your program's CQI activities to monitor, enhance, and improve the quality of service delivered, including how you identify areas for improvement, and your CQI meeting structure and frequency. Include in your description how you ensure continuous monitoring of the following:

1. Achievement of contract performance objectives and productivity;
2. Quality of documentation, including a description of the frequency and scope of internal chart audits;
3. Cultural competency of staff and services;
4. Satisfaction with services; and
5. Timely completion and use of outcome data, including CANS and/or ANSA data (Mental Health Programs only) or CalOMS (Substance Use Disorder Treatment Programs only).

Evidence of CQI activities related to 1-5 above must be maintained in your program's Administrative Binder. Some examples of Evidence of CQI activities are descriptions of monitoring processes or improvement projects, copies of meeting agendas or materials addressing these items, Avatar or BHS-generated outcome reports, etc. You will be required to produce a complete and up-to-date Administrative Binder for review by the DPH Business Office Contract Compliance (BOCC) staff during monitoring visits.

9. Required Language:

Several DPH Systems of Care (SOC) have one or more items that must appear in the Appendix A Program Narrative. The reason for this may be due to internal DPH guidelines, a requirement of the original RFP, State or Federal regulations, and/or a requirement from a particular funding source. Standard Required Language is below - which must be included in your Narrative. Some unique required language may also be added per program based on other requirements. Ask your CDTA Program Manager for assistance.

BHS CYF-ECMHCI only Required Language:

- A. For BHS CYF SOC ECMHCI: Contractor will adhere to all stipulated BHS requirements for the completion of Site Agreements for each assigned program site and/or service setting. Contractor also will comply with all stipulations of content, timelines, ensuring standards of practice, and all reporting requirements as put forth by the BHS ECMHCI SOC Program Manager and RFP-10-2013.
- B. Changes may occur to the composition of program sites during the contract year due to a variety of circumstances. Any such changes will be coordinated between the contractor and the BHS ECMHCI SOC Program Manager and will not necessitate a modification to the Appendix-A target population table. Contractor is responsible for assigning mental health consultants to all program sites and for notifying the BHS ECMHCI SOC Program Manager of any changes.

Section 2.

These Instructions are to be used for programs in the following System of Care (SOC):

Behavioral Health Services (BHS): Mental Health Services Act (MHSA)

Please note, not all MHSA-funded programs need to use this specific MHSA Narrative format. Please consult with your CDTA Program Manager if you are unsure.

1. Identifiers:

Program Name: use the standard name for this program.

Program Address: use the primary program site address.

City, State, Zip Code:

Telephone/FAX:

Website Address:

Contractor Address: if different from the primary program site address above.

City, State, Zip Code:

Person completing this Narrative: indicate name and title of the person who wrote this narrative.

Telephone: this person's direct phone number,

Email Address: and direct email address.

Program Code(s): List the relevant program codes as they correspond to your Appendix B.

2. Nature of Document:

Check one **New** **Renewal** **Modification**

3. Goal Statement:

Provide a brief and general program goal statement (preferably one sentence).

4. Target Population:

Briefly describe the priority population and subpopulations to be served by the program (specific problem, geographic area, group, age, etc.) **Examples:** women of childbearing age; youth between the ages of thirteen and nineteen years; Asian/Pacific Islander gay and bisexual men; Monolingual Russian speakers residing in the Tenderloin; etc.

5. Modality(s) / Intervention(s):

Refer to the following table below: **MENU OF MHSA MODALITY CATEGORIES.** It describes general categories of activities included in MHSA funded contracts.

- | |
|--|
| <p>1. OUTREACH AND ENGAGEMENT Activities intended to establish/maintain relationships with individuals and introduce them to available services; raise awareness about mental health. Examples of Outreach and Engagement activities include:</p> <ul style="list-style-type: none">• Community events (e.g. health fairs, cultural events, community forums, powwows),• 1:1 outreach (e.g. street, school, faith-based, home visits, mental health first aid, drop-in center, phone calls),• Social media and TV (e.g. Facebook and Twitter engagement, online groups),• Social marketing campaigns (e.g. ads and visuals are culturally representative and population-specific, as well as prepared by artists from the community) |
|--|

<p>2. <u>SCREENING AND ASSESSMENT</u> Activities intended to identify individual strengths and needs; result in a better understanding of the physical, psychological, and social concerns impacting individuals, families and communities. Examples of Screening and Assessment activities include:</p> <ul style="list-style-type: none"> ● Brief clinical screenings (e.g. for depression, isolation, anxiety), ● Comprehensive psycho-social assessments for individuals, ● Intake interviews, ● Individual assessment surveys.
<p>3. <u>WELLNESS PROMOTION</u> Activities for individuals or groups intended to enhance protective factors, reduce risk-factors and/or support individuals in their recovery; promote healthy behaviors (e.g. mindfulness, physical activity); increase the awareness and understanding of healing effects of cultural, spiritual and/or traditional healing practices. Examples of Wellness Promotion activities include:</p> <ul style="list-style-type: none"> ● Educational workshops/classes, ● Cultural and social enrichment activities, ● Wellness activities (e.g. walking groups, gardening).
<p>4. <u>Service Linkage</u> Non-clinical case management, service coordination with family members; facilitate referrals and successful linkages to health and social services. Examples of Service Linkage activities include:</p> <ul style="list-style-type: none"> ● Facilitate access to needed services, especially for mental health treatment, ● Warm handoffs and personal liaison, ● Transportation and system navigation support, ● Harm reduction planning, ● Benefit advocacy.
<p>5. <u>MENTAL HEALTH CONSULTATION</u> One-time or ongoing capacity building efforts with caregivers, faculty and/or staff intended to increase their capacity to identify mental health concerns and to appropriately respond; usually delivered in non-traditional mental health settings, i.e. school and early childhood settings, primary health care, and other community settings, providing linkages with those in the best position to recognize early signs of mental illness. Can also include structured training/teaching for individuals or groups intended to develop knowledge, skills and/or practice (cultural competence, best practices). These activities may include individualized training and/or coaching to help individuals implement specific strategies and apply tools taught in trainings.</p>
<p>6. <u>WORKFORCE DEVELOPMENT</u> Activities intended to develop a diverse and competent workforce; provide information about the mental health field and professions; outreach to under-represented communities; provide career exploration opportunities or to develop work readiness skills; or increase the number of consumers and family members in the behavioral health workforce.</p>
<p>7. <u>INDIVIDUAL AND GROUP THERAPEUTIC SERVICES</u> Short-term (less than 18 months) therapeutic activities with the goal of addressing an identified behavioral health concern or barrier to wellness. These services refer to both pre-treatment and treatment. Examples of Therapeutic Services activities include:</p> <ul style="list-style-type: none"> ● Multi-session groups, ● Pre-treatment groups for substance abuse and mental health and access to services, ● Gender-specific groups, ● Anger management classes, ● Individual and family therapy, ● Leadership development – youth/internship/trauma support, ● Traditional healers – 1:1 & Group (Indigenous), ● Cultural (ancestral) healing.

Read all of the above categories and list in your Appendix A those that best describe the work of the program.

Under each MHSA Modality Category listed, briefly describe and quantify the specific activities your program will conduct in the contract period. Include information such as, how many times you intend to deliver the activity, how many staff hours will be dedicated to the particular service, and how many clients will be served. You may use the table format illustrated below. Ask your MHSA or CDTA Program Manager for assistance if you are unsure how to include these MHSA Modality Categories in your narrative.

All the service modalities provided with definitions must be listed in this section. The modalities listed here must match the information in the program’s Budget Appendix B.

The Units of Service (UOS) / Number of Clients (NOC) / Unduplicated Clients (UDC) table with formulas may be needed. Please consult with your MHSA or CDTA Program Manager to determine if your program should use the following table.

Units of Service (UOS) Description	Units of Service (UOS)	Number of Clients (NOC)	Unduplicated Clients (UDC)
Case Management Hours 1.0 FTE x 40 hrs/wk x 48 wks x 87% Level of Effort = 1,670 UOS	1,670	185	
Primary Care Encounters 1.5 FTE x 30 encounters per week x 50 weeks = 2,250 UOS	2,250	400	
Health Fair Encounters 4 Health Fairs/yr x 8 hours each = 32 UOS 4 Health Fairs/yr to 10 individuals/hour x 6 hours = 240 NOC	32	240	
Total Unduplicated Clients			700*

Information shown in the table above is for illustrative purposes only. Your program’s actual numbers and modalities will be determined individually. Add rows to table as needed. *Please note, the sum of all the NOCs does not necessarily add up to the Total UDC because of overlap.

6. Methodology:

A program may provide Direct Client Service (e.g. case management, treatment, prevention activities) or Indirect Services (programs that do not provide direct client services), or both.

Indirect Services (programs that do not provide direct client services): Describe how the program will deliver the purchased services.

Direct Client Services: Describe how services are delivered and what activities will be provided, addressing, how, what, and where for each section below.

- A. Outreach, recruitment, promotion, and advertisement as necessary.
- B. Admission, enrollment and/or intake criteria and process where applicable.
- C. Service delivery model, including treatment modalities, phases of treatment, hours of operation, length of stay, locations of service delivery, frequency and duration of service, strategies for service delivery, wrap-around services, residential bed capacity, etc. Include any linkages/coordination with other agencies. For BHS Children Youth and Families (CYF) programs, discuss how CANS data is used to inform treatment and discharge.
- D. Discharge Planning and exit criteria and process, i.e., a step-down to less intensive treatment programs, the criteria of a successful program completion, aftercare, transition to another provider, etc.
- E. Program staffing (which staff will be involved in what aspects of the service development and delivery). Indicate if any staff position is not funded by DPH.
- F. **MENTAL HEALTH SERVICES ACT PROGRAMS – Additional Required Service Description:** Programs funded by MHSA need to demonstrate an active commitment to the vision of MHSA and systems transformation.

INSTRUCTIONS: In this section, please describe how your program will work to further the key components of the MHSA vision. Specifically, address the following points:

- 1) One of the primary MHSAs tenets is consumer participation/engagement. Programs must identify how participants and/or their families are engaged in the development, implementation, and/or evaluation of programs. This can include peer-employees, advisory committees, etc.
- 2) In addition to consumer engagement, MHSAs-funded programs must articulate how they are promoting at least one additional component of the MHSAs vision. Please choose one or more components from the box below (MHSAs Vision) and describe how your program is upholding that vision.

The principles that guide MHSAs funding are as follows:

MHSAs VISION (for reference only)

- The concepts of recovery and resilience are widely understood and evident in programs and service delivery.
- Consumers are supported to determine and achieve their own goals and lead fulfilling and productive lives.
- Providers have the attitudes, knowledge and skills needed to understand, communicate with, and effectively serve people across cultures.
- Consumers and their families are actively engaged in all aspects of the behavioral health system including planning, implementation and evaluation.
- Efforts to improve service coordination result in a seamless experience for clients.
- Collaboration with different systems increases opportunities for jobs, education, housing, etc.

7. Objectives and Measurements:

- A.** For **Population-Focused MHSAs Programs**, refer to the document titled MHSAs Population Focused Performance Objectives FY15-16 for a list of performance objectives developed for your programs. These objectives will not be written in the Appendix A narrative; rather, the objectives will be referenced in Appendix A with the following required sentence:

“All objectives, and descriptions of how objectives will be measured, are contained in the document entitled MHSAs Population Focused Performance Objectives FY15-16.”

For **All Other MHSAs-funded Programs** (excluding FSP and ECMHCI programs), develop at least three Individualized Objectives per the instructions below in Section B.

B. Individualized Objectives (not required of all programs)

If your MHSAs program has been instructed to develop a set of Individualized Objectives, please list them in this section. Do not add Individualized Objectives unless you are directed to do so by your MHSAs or CDTA Program Manager.

- Objectives must be Specific, Measurable, Achievable, Realistic, and Time-framed (SMART).
- Process Objectives are key activities or tasks to be accomplished by the program staff during the contract period.
- Outcome Objectives are statements about the expected changes, results, impacts, or benefits of the programs on the individuals or groups served.

Each objective should be followed by an evaluation statement that includes the following elements:

1. Staff Issues: list the staff involved in evaluation including oversight and what evaluation activities will be performed.
2. Data Collection Tools: specify the data collection tool(s) to be used.
3. Data: list which data are being collected.

4. Frequency: indicate how often the data will be collected and analyzed.
5. Data Reporting: indicate who will receive and analyze these data and how the evaluation data will be used.

When writing individualized objectives clearly state what the program is attempting to accomplish, how it will be measured, who it is applicable to, the percentage or group of clients included, and the data measurement sources.

_____ of _____ will _____
 by when _____ how many/what % _____ who demonstrate what/result in _____
 _____, _____ and _____
 as measured by _____ documented in _____

An example of an Outcome Objective:

“By the end of the current Fiscal Year, 60% of discharged clients will show a reduction in the frequency of substance use compared to entry level baseline as measured by self-report and/or counselor observation, and documented in the client records.”

As the above example demonstrates, the structure of an objective must contain the Specific, Measurable, Achievable, Realistic, and Time-framed (SMART) components.

8. Continuous Quality Improvement (CQI):

Describe your program’s CQI activities to monitor, enhance, and improve the quality of services delivered, including how you identify areas for improvement, and your CQI meeting structure and frequency. Include in your description how you ensure continuous monitoring of the following:

1. Achievement of contract performance objectives and productivity;
2. Quality of documentation, including a description of the frequency and scope of internal chart audits;
3. Cultural competency of staff and services;
4. Satisfaction with services; and
5. Timely completion and use of outcome data, including CANS and/or ANSA data (Mental Health Programs only) or CalOMS (Substance Use Disorder Treatment Programs only).

Evidence of CQI activities related to 1-5 above must be maintained in your program’s Administrative Binder. Some examples of Evidence of CQI activities are descriptions of monitoring processes or improvement projects, copies of meeting agendas or materials addressing these items, Avatar or BHS-generated outcome reports, etc. You will be required to produce a complete and up-to-date Administrative Binder for review by the DPH Business Office Contract Compliance (BOCC) staff during monitoring visits.

9. Required Language:

Several DPH Systems of Care (SOC) have one or more items that must appear in the Appendix A Program Narrative. The reason for this may be due to internal DPH guidelines, a requirement of the original RFP, State or Federal regulations, and/or a requirement from a particular funding source. Some unique required language may also be added per program based on other requirements. Ask your CDTA Program Manager for assistance.

Section 3.

These Instructions are to be used for programs in the following System of Care (SOC):

Community Health Equity and Promotion (CHEP) and HIV Prevention Services (HPS)

If you have any questions about the preparation of the Appendix A Narrative, ask the CDTA Program Manager assigned to your contract.

1. Identifiers:

Program Name: use the standard name for this program.

Program Address: use the primary program site address.

City, State, Zip Code:

Telephone/FAX:

Website Address:

Contractor Address: if different from the primary program site address above.

City, State, Zip Code:

Person completing this Narrative: indicate name and title of the person who wrote this narrative.

Telephone: this person's direct phone number,

Email Address: and direct email address.

2. Nature of Document:

Check one **New** **Renewal** **Modification**

Appendix #: with multi-funding sources or multi-funding years, this Appendix Number will change. Typically the primary funding source will be A-1, the secondary would be A-2, and so on. Typically the first term of funding will be A-1, the second term will be A-1a, third A-1b, and so on. Each Funding Source will require its own Narrative but it can show all Funding Terms.

Appendix Terms (MM/DD/YY – MM/DD/YY): Indicate all Funding Terms that will be represented in this Narrative.

3. Goal Statement:

Provide a brief and general program goal statement (preferably one sentence).

Unless otherwise required by the funder or by the Request for Proposal from which the contract stems, the CHEP goal statement for HIV prevention services is:

“To reduce new HIV infections by 50% by 2017.”

4. Target Population:

Briefly describe the priority population and subpopulations to be served by the program (specific problem, geographic area, group, age, etc.) **Examples:** women of childbearing age; youth between the ages of thirteen and nineteen years; Asian/Pacific Islander gay and bisexual men; Monolingual Russian speakers residing in the Tenderloin; etc.

5. Modality(s) / Intervention(s):

All the service modalities provided with definitions must be listed in this section. The modalities listed here must match the information in the program's Budget Appendix B.

The Units of Service (UOS) / Number of Clients (NOC) / Unduplicated Clients (UDC) table with formulas may be needed. Please consult with your CDTA Program Manager or System of Care Program Manager to determine if your program should use the following table.

General CHEP contracts:

Units of Service (UOS) Description	Units of Service (UOS)	Number of Clients (NOC)	Unduplicated Clients (UDC)
Case Management Hours 1.0 FTE x 40 hrs/wk x 48 wks x 87% Level of Effort = 1,670 UOS	1,670	185	
Primary Care Encounters 1.5 FTE x 30 encounters per week x 50 weeks = 2,250 UOS	2,250	400	
Health Fair Encounters 4 Health Fairs/yr x 8 hours each = 32 UOS 4 Health Fairs/yr to 10 individuals/hour x 6 hours = 240 NOC	32	240	
Total Unduplicated Clients			700*

For CHEP HIV prevention contracts:

Units of Service (UOS) Description	Units of Service (UOS)	Number of Contacts (NOC)
Individual Risk Reduction Counseling and/or Prevention Case Management One UOS = one hour of individual risk reduction counseling 50 clients x 10 sessions x .5 hr per session = 250 UOS 50 clients x 10 sessions = 500 NOC	250	500
Groups (<i>HPS providers are not required to distinguish groups for billing purposes, but may do so if there are cost differences</i>) One UOS = one hour Group Session 5 sessions x 2 hours per session = 10 UOS 40 clients x 5 sessions = 200 NOC	10	200
Recruitment and/or Linkage Efforts One UOS = one hour of recruitment/linkage 100 clients x 1 session x .25 hour per session = 25 UOS 100 clients x 1 session = 100 NOC	25	100
Events One UOS = one event 5 events = 5 UOS 50 client/event x 5 events = 250 NOC	5	250
Social Marketing (<i>or Condom Distribution; no NOC required</i>) One UOS = one month of social marketing activities 12 months of social marketing = 12 UOS	12	
Total Services Delivered	302	1,050

Information shown in the table above is for illustrative purposes only. Your program's actual numbers and modalities will be determined individually. Add rows to table as needed.

*Please note, the sum of all the NOCs does not necessarily add up to the Total UDC because of overlap.

6. Methodology:

A program may provide Direct Client Service (e.g. case management, treatment, prevention activities) or Indirect Services (programs that do not provide direct client services), or both.

Indirect Services (programs that do not provide direct client services): Describe how the program will deliver the purchased services.

Direct Client Services: Describe how services are delivered and what activities will be provided, addressing, how, what, and where for each section below.

- A. Outreach, recruitment, promotion, and advertisement as necessary.
- B. Admission, enrollment and/or intake criteria and process where applicable
- C. Service delivery model, including treatment modalities, phases of treatment, hours of operation, length of stay, locations of service delivery, frequency and duration of service, strategies for service delivery, wrap-around services, residential bed capacity, etc. Include any linkages/coordination with other agencies.
- D. Discharge Planning and exit criteria and process, i.e., a step-down to less intensive treatment programs, the criteria of a successful program completion, aftercare, transition to another provider, etc.
- E. Program staffing (which staff will be involved in what aspects of the service development and delivery). Indicate if any staff position is not funded by DPH.

7. Objectives and Measurements:

A. Standardized Objectives

N/A for CHEP contracts and HPS contracts.

B. Individualized Objectives

Develop a set of Individualized Objectives for your program and list them in this section. Ask your System of Care Program Manager or CDTA Program Manager for assistance.

- Objectives must be Specific, Measurable, Achievable, Realistic, and Time-framed (SMART).
- Process Objectives are key activities or tasks to be accomplished by the program staff during the contract period.
- Outcome Objectives are statements about the expected changes, results, impacts, or benefits of the programs on the individuals or groups served.

Each objective should be followed by an evaluation statement that includes the following elements:

1. Staff Issues: list the staff involved in evaluation including oversight and what evaluation activities will be performed.
2. Data Collection Tools: specify the data collection tool(s) to be used.
3. Data: list which data are being collected.
4. Frequency: indicate how often the data will be collected and analyzed.

5. Data Reporting: indicate who will receive and analyze these data and how the evaluation data will be used.

When writing individualized objectives clearly state what the program is attempting to accomplish, how it will be measured, who it is applicable to, the percentage or group of clients included, and the data measurement sources.

_____ of _____ will _____
by when _____ how many/what % _____ who demonstrate what/result in
_____, _____ and _____
as measured by _____ documented in _____

An example of an Outcome Objective:

“By the end of the current Fiscal Year, 60% of discharged clients will show a reduction in the frequency of substance use compared to entry level baseline as measured by self-report and/or counselor observation, and documented in the client records.”

As the above example demonstrates, the structure of an objective must contain the Specific, Measurable, Achievable, Realistic, and Time-framed (SMART) components.

8. Continuous Quality Improvement (CQI):

Describe the program’s CQI activities to enhance, improve, and monitor the quality of services delivered. The CQI section must include a guarantee of compliance with Health Commission, Local, State, Federal, and/or Funding Source policies and requirements - such as, Harm Reduction, Health Insurance Portability and Accountability Act (HIPAA), Cultural Competency, and Client Satisfaction.

9. Required Language:

Several DPH Systems of Care (SOC) have one or more items that must appear in the Appendix A Program Narrative. The reason for this may be due to internal DPH guidelines, a requirement of the original RFP, State or Federal regulations, and/or a requirement from a particular funding source. Some unique required language may also be added per program based on other requirements. Ask your CDTA Program Manager for assistance.

Section 4.

These Instructions are to be used for programs in the following System of Care (SOC):

HIV Health Services (HHS) and Community Based Primary Care (CBPC)

1. Identifiers:

Program Name: use the standard name for this program.

Program Address: use the primary program site address.

City, State, Zip Code:

Telephone/FAX:

Website Address:

Contractor Address: if different from the primary program site address above.

City, State, Zip Code:

Person Completing this Narrative: indicate name and title of the person who wrote this narrative.

Telephone: this person's direct phone number,

Email Address: and direct email address.

2. Nature of Document:

Check one **New** **Renewal** **Modification**

Appendix #: For multi-funding sources and/or multi-funding years, this Appendix Number will change. Typically the primary funding source will be A-1, the secondary would be A-2, and so on. Example: primary funding source will be A-1 (RWPA) and will list the Multi Year Modality Tables representing year one, two, three, and so on. Each Additional Funding Source (if the same service) will require its own abbreviated narrative. Example: A-2 (GF) and will list the Multi Year Modality Tables representing year one, two, three, and so on.

Appendix Terms (MM/DD/YY – MM/DD/YY): Indicate all Funding Terms that will be represented in this Narrative.

3. Goal Statement:

Provide a brief and general program goal statement (preferably one sentence).

4. Target Population:

Briefly describe the priority population and subpopulations to be served by the program (specific problem, geographic area, group, age, etc.) **Examples:** women of childbearing age; youth between the ages of thirteen and nineteen years; Asian/Pacific Islander gay and bisexual men; Monolingual Russian speakers residing in the Tenderloin; etc.

5. Modality(s) / Intervention(s):

All the service modalities provided with definitions must be listed in this section. The modalities listed here must match the information in the program's Budget Appendix B. The Units of Service (UOS) / Number of Clients (NOC) / Unduplicated Clients (UDC) table with formulas is required for this SOC.

Units of Service (UOS) Description	Units of Service (UOS)	Number of Clients (NOC)	Unduplicated Clients (UDC)
Case Management Hours 1.0 FTE x 40 hrs/wk x 48 wks x 87% Level of Effort = 1,670 UOS	1,670	185	
Primary Care Encounters 1.5 FTE x 30 encounters per week x 50 weeks = 2,250 UOS	2,250	400	
Health Fair Encounters 4 Health Fairs/yr x 8 hours each = 32 UOS 4 Health Fairs/yr to 10 individuals/hour x 6 hours = 240 NOC	32	240	
Total Unduplicated Clients			700*

Information shown in the table above is for illustrative purposes only. Your program’s actual numbers and modalities will be determined individually. Add rows to table as needed. *Please note, the sum of all the NOCs does not necessarily add up to the Total UDC because of overlap.

6. Methodology:

A program may provide Direct Client Service (e.g. case management, treatment, prevention activities) or Indirect Services (programs that do not provide direct client services), or both.

Indirect Services (programs that do not provide direct client services): Describe how the program will deliver the purchased services.

Direct Client Services: Describe how services are delivered and what activities will be provided, addressing, how, what, and where for each section below.

- A. Outreach, recruitment, promotion, and advertisement as necessary.
- B. Admission, enrollment and/or intake criteria and process where applicable
- C. Service delivery model, including treatment modalities, phases of treatment, hours of operation, length of stay, locations of service delivery, frequency and duration of service, strategies for service delivery, wrap-around services, residential bed capacity, etc. Include any linkages/coordination with other agencies.
- D. Discharge Planning and exit criteria and process, i.e., a step-down to less intensive treatment programs, the criteria of a successful program completion, aftercare, transition to another provider, etc.
- E. Program staffing (which staff will be involved in what aspects of the service development and delivery). Indicate if any staff position is not funded by DPH.

7. Objectives and Measurements:

A. Standardized Objectives

For **HHS**, objectives will not be inserted in the Appendix A narrative, rather the objectives will be referenced in Appendix A with the following required sentence:

“All objectives, and descriptions of how objectives will be measured, are contained in the HHS document entitled Ambulatory Care-Primary Care (HHS) Performance Objectives FY15-16.”

B. Individualized Objectives (not required of all programs)

For **HHS** and **CBPC**, if you have been instructed to develop a set of Individualized Objectives for your program, please list them in this section. Ask your System of Care or CDTA Program Manager for assistance if you are unsure.

- Objectives must be Specific, Measurable, Achievable, Realistic, and Time-framed (SMART).
- Process Objectives are key activities or tasks to be accomplished by the program staff during the contract period.
- Outcome Objectives are statements about the expected changes, results, impacts, or benefits of the programs on the individuals or groups served.

Each objective should be followed by an evaluation statement that includes the following elements:

1. **Staff Issues:** list the staff involved in evaluation including oversight and what evaluation activities will be performed.
2. **Data Collection Tools:** specify the data collection tool(s) to be used.
3. **Data:** list which data are being collected.
4. **Frequency:** indicate how often the data will be collected and analyzed.
5. **Data Reporting:** indicate who will receive and analyze these data and how the evaluation data will be used.

When writing individualized objectives clearly state what the program is attempting to accomplish, how it will be measured, who it is applicable to, the percentage or group of clients included, and the data measurement sources.

_____ of _____ will _____
 by when _____ how many/what % _____ who demonstrate what/result in _____
 _____, _____ and _____
 as measured by _____ documented in _____

An example of an Outcome Objective:

“By the end of the current Fiscal Year, 60% of discharged clients will show a reduction in the frequency of substance use compared to entry level baseline as measured by self-report and/or counselor observation, and documented in the client records.”

As the above example demonstrates, the structure of an objective must contain the Specific, Measurable, Achievable, Realistic, and Time-framed (SMART) components.

8. Continuous Quality Improvement (CQI):

Describe the program’s CQI activities to enhance, improve, and monitor the quality of services delivered. The CQI section must include a guarantee of compliance with Health Commission, Local, State, Federal, and/or Funding Source policies and requirements - such as, Harm Reduction, Health Insurance Portability and Accountability Act (HIPAA), Cultural Competency, and Client Satisfaction.

9. Required Language:

Several DPH Systems of Care (SOC) have one or more items that must appear in the Appendix A Program Narrative. The reason for this may be due to internal DPH guidelines, a requirement of the original RFP, State or Federal regulations, and/or a requirement from a particular funding source. Standard Required Language is below - which must be included in your Narrative. Some unique required language may also be added per program based on other requirements. Ask your CDTA Program Manager for assistance.

(HHS) Required Language:

- A.** Ryan White funds will be used only for services that are not reimbursed by any other source of funding.
- B.** Client eligibility for Ryan White funded services is assessed upon intake and at minimum every six (6) months thereafter. The _____ Program will also have processes in place to document compliance, and to facilitate DPH monitoring of this requirement.
- C.** If standards of care have been developed for the particular types of service being provided (one year or more ago), the following statement is required, “Provider agrees to abide by the standards of care for the services specified in this appendix as described in Making the Connection: Standards of Care for Client-Centered Services.”
- D.** All agencies receiving funding through HHS are required to collect and submit unduplicated client and services data through the DPH HIV Client and Services Database. This is applicable for all Ryan White eligible clients receiving services paid with any HHS source of funding. Each HHS funded agency participates in the planning and implementation of its respective agency into the Database. The agency complies with HHS policies and procedures for collecting and maintaining timely, complete and accurate UDC and UOS service information in the Database. New client registration data is entered within 48 hours or two working days after data is collected. Service data for the preceding month, including UOS is entered no later than the 15th working day of the following month. The deliverables are consistent with the information submitted to the appropriate DPH Budget and Finance section on the Monthly Statements of Deliverables and Invoice form. If these HHS standards for quality and timeliness of data entry are not followed payments may be delayed until the data has been entered and updated.
- E.** Programs that receive vouchers from HHS are required to have a written protocol that describes how vouchers are secured, distributed, tracked, and managed. In addition a description of these processes should be summarized in the Methodology section of the Program Narrative (Appendix A).
- F.** In order to meet the requirements of “Vigorous Pursuit” providers should use the “Covered California Client Information and Acknowledgement and Documentation Form” provided by SFDPH Primary Care HIV Health services. This form details the information to be communicated to the client including the federal requirement to have health insurance, the potential tax penalty for not having health insurance coverage, and includes clients’ signatures to document receipt of this information. Once completed and signed this form must be stored in the client charts and/or noted and uploaded into ARIES.

Section 5.

These Instructions are to be used for programs in the following System of Care (SOC):

Housing and Urban Health (HUH)

1. Identifiers:

Program Name: use the standard name for this program.

Program Address: use the primary program site address.

City, State, Zip Code:

Telephone/FAX:

Website Address:

Contractor Address: if different from the primary program site address above.

City, State, Zip Code:

Person Completing this Narrative: indicate name and title of the person who wrote this narrative.

Telephone: this person's direct phone number,

Email Address: and direct email address.

2. Nature of Document:

Check one **New** **Renewal** **Modification**

Appendix #: For multi-funding sources and/or multi-funding years, this Appendix Number will change. Typically the primary funding source will be A-1, the secondary would be A-2, and so on. Example: primary funding source will be A-1 (RWPA) and will list the Multi Year Modality Tables representing year one, two, three, and so on. Each Additional Funding Source (if the same service) will require its own abbreviated narrative. Example: A-2 (GF) and will list the Multi Year Modality Tables representing year one, two, three, and so on..

Appendix Terms (MM/DD/YY – MM/DD/YY): Indicate all Funding Terms that will be represented in this Narrative.

3. Goal Statement:

Provide a brief and general program goal statement (preferably one sentence).

4. Target Population:

Briefly describe the priority population and subpopulations to be served by the program (specific problem, geographic area, group, age, etc.) **Examples:** women of childbearing age; youth between the ages of thirteen and nineteen years; Asian/Pacific Islander gay and bisexual men; Monolingual Russian speakers residing in the Tenderloin; etc.

5. Modality(s) / Intervention(s):

All the service modalities provided with definitions must be listed in this section. The modalities listed here must match the information in the program's Budget Appendix B. The Units of Service (UOS) / Number of Clients (NOC) / Unduplicated Clients (UDC) table with formulas may be needed. Please consult with your CDTA Program Manager to determine if your program should use the following table.

Units of Service (UOS) Description	Units of Service (UOS)	Number of Clients (NOC)	Unduplicated Clients (UDC)
Case Management Hours 1.0 FTE x 40 hrs/wk x 48 wks x 87% Level of Effort = 1,670 UOS	1,670	185	
Primary Care Encounters 1.5 FTE x 30 encounters per week x 50 weeks = 2,250 UOS	2,250	400	
Health Fair Encounters 4 Health Fairs/yr x 8 hours each = 32 UOS 4 Health Fairs/yr to 10 individuals/hour x 6 hours = 240 NOC	32	240	
Total Unduplicated Clients			700*

Information shown in the table above is for illustrative purposes only. Your program’s actual numbers and modalities will be determined individually. Add rows to table as needed. *Please note, the sum of all the NOCs does not necessarily add up to the Total UDC because of overlap.

6. Methodology:

A program may provide Direct Client Service (e.g. case management, treatment, prevention activities) or Indirect Services (programs that do not provide direct client services), or both.

Indirect Services (programs that do not provide direct client services): Describe how the program will deliver the purchased services.

Direct Client Services: Describe how services are delivered and what activities will be provided, addressing, how, what, and where for each section below.

- A. Outreach, recruitment, promotion, and advertisement as necessary.
- B. Admission, enrollment and/or intake criteria and process where applicable
- C. Service delivery model, including treatment modalities, phases of treatment, hours of operation, length of stay, locations of service delivery, frequency and duration of service, strategies for service delivery, wrap-around services, residential bed capacity, etc. Include any linkages/coordination with other agencies.
- D. Discharge Planning and exit criteria and process, i.e., a step-down to less intensive treatment programs, the criteria of a successful program completion, aftercare, transition to another provider, etc.
- E. Program staffing (which staff will be involved in what aspects of the service development and delivery). Indicate if any staff position is not funded by DPH.

7. Objectives and Measurements:

A. Standardized Objectives

For **HUH**, objectives will not be inserted in the Appendix A narrative, rather the objectives will be referenced in Appendix A with the following required sentence:

“All objectives, and descriptions of how objectives will be measured, are contained in the HUH document entitled Transitions-Housing Services (HUH) Performance Objectives FY15-16.”

B. Individualized Objectives (not required of all programs)

Some **HUH** programs are instructed by the Systems of Care to develop a set of Individualized Objectives in addition to required Standardized Objectives. Ask your System of Care or CDTA Program Manager for assistance if you are unsure.

- Objectives must be Specific, Measurable, Achievable, Realistic, and Time-framed (SMART).
- Process Objectives are key activities or tasks to be accomplished by the program staff during the contract period.
- Outcome Objectives are statements about the expected changes, results, impacts, or benefits of the programs on the individuals or groups served.

Each objective should be followed by an evaluation statement that includes the following elements:

1. Staff Issues: list the staff involved in evaluation including oversight and what evaluation activities will be performed.
2. Data Collection Tools: specify the data collection tool(s) to be used.
3. Data: list which data are being collected.
4. Frequency: indicate how often the data will be collected and analyzed.
5. Data Reporting: indicate who will receive and analyze these data and how the evaluation data will be used.

When writing individualized objectives clearly state what the program is attempting to accomplish, how it will be measured, who it is applicable to, the percentage or group of clients included, and the data measurement sources.

_____ of _____ will _____
by when _____ how many/what % _____ who demonstrate what/result in
_____, _____ and _____
as measured by _____ documented in _____

An example of an Outcome Objective:

“By the end of the current Fiscal Year, 60% of discharged clients will show a reduction in the frequency of substance use compared to entry level baseline as measured by self-report and/or counselor observation, and documented in the client records.”

As the above example demonstrates, the structure of an objective must contain the Specific, Measurable, Achievable, Realistic, and Time-framed (SMART) components.

8. Continuous Quality Improvement (CQI):

Describe the program’s CQI activities to enhance, improve, and monitor the quality of services delivered. The CQI section must include a guarantee of compliance with Health Commission, Local, State, Federal, and/or Funding Source policies and requirements - such as, Harm Reduction, Health Insurance Portability and Accountability Act (HIPAA), Cultural Competency, and Client Satisfaction.

9. Required Language:

Several DPH Systems of Care (SOC) have one or more items that must appear in the Appendix A Program Narrative. The reason for this may be due to internal DPH guidelines, a requirement of the original RFP, State or Federal regulations, and/or a requirement from a particular funding source. Standard Required Language is below - which must be included in your Narrative. Some unique required

language may also be added per program based on other requirements. Ask your CDTA Program Manager for assistance.

Transitions-Housing Services (HUH) Required Language:

- A. The agency will actively participate in developing a plan to meet the requirements of HIV/AIDS Bureau (HAB) Policy Notice 11-01. This includes, but is not limited to, attending meetings organized by DPH-Housing and Urban Health staff, following up on program specific items, communicating internally with upper management and staff about any issues related to the Policy and to the program and/or the agency
- B. And, please note, if any HUH program is receiving HHS funds, it must also include the HHS Required Language listed below.

(HHS) Required Language:

- A. Ryan White funds will be used only for services that are not reimbursed by any other source of funding.
- B. Client eligibility for Ryan White funded services is assessed upon intake and at minimum every six (6) months thereafter. The _____ Program will also have processes in place to document compliance, and to facilitate DPH monitoring of this requirement.
- C. If standards of care have been developed for the particular types of service being provided (one year or more ago), the following statement is required, "Provider agrees to abide by the standards of care for the services specified in this appendix as described in Making the Connection: Standards of Care for Client-Centered Services."
- D. All agencies receiving funding through HHS are required to collect and submit unduplicated client and services data through the DPH HIV Client and Services Database. This is applicable for all Ryan White eligible clients receiving services paid with any HHS source of funding. Each HHS funded agency participates in the planning and implementation of its respective agency into the Database. The agency complies with HHS policies and procedures for collecting and maintaining timely, complete and accurate UDC and UOS service information in the Database. New client registration data is entered within 48 hours or two working days after data is collected. Service data for the preceding month, including UOS is entered no later than the 15th working day of the following month. The deliverables are consistent with the information submitted to the appropriate DPH Budget and Finance section on the Monthly Statements of Deliverables and Invoice form. If these HHS standards for quality and timeliness of data entry are not followed payments may be delayed until the data has been entered and updated.
- E. Programs that receive vouchers from HHS are required to have a written protocol that describes how vouchers are secured, distributed, tracked, and managed. In addition a description of these processes should be summarized in the Methodology section of the Program Narrative (Appendix A).
- F. In order to meet the requirements of "Vigorous Pursuit" providers should use the "Covered California Client Information and Acknowledgement and Documentation Form" provided by SFDPH Primary Care HIV Health services. This form details the information to be communicated to the client including the federal requirement to have health insurance, the potential tax penalty for not having health insurance coverage, and includes clients' signatures to document receipt of this information. Once completed and signed this form must be stored in the client charts and/or noted and uploaded into ARIES.

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

DHCS Legal Entity Number (MH) _____						Page # _____	
DHCS Legal Entity Name (MH)/Contractor Name (SA) _____						Fiscal Year _____	
Contract CMS # _____						Funding Notification Date _____	
Contract Appendix Number	B-#	B-#	B-#	B-#	B-#	B-#	
Provider Number							
Program Name(s)							
Program Code(s)							
Funding Term (mm/dd/yy - mm/dd/yy)							TOTAL
FUNDING USES							
Salaries							\$ -
Employee Benefits							\$ -
Subtotal Salaries & Employee Benefits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Operating Expenses							\$ -
Capital Expenses							\$ -
Subtotal Direct Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Indirect Expenses							\$ -
Indirect %	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
TOTAL FUNDING USES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
						Employee Fringe Benefits %	0.0%
BHS MENTAL HEALTH FUNDING SOURCES							
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
TOTAL BHS MENTAL HEALTH FUNDING SOURCES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
BHS SUBSTANCE ABUSE FUNDING SOURCES							
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
TOTAL BHS SUBSTANCE ABUSE FUNDING SOURCES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
OTHER DPH FUNDING SOURCES							
							\$ -
							\$ -
							\$ -
							\$ -
TOTAL OTHER DPH FUNDING SOURCES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL DPH FUNDING SOURCES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
NON-DPH FUNDING SOURCES							
							\$ -
TOTAL NON-DPH FUNDING SOURCES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL FUNDING SOURCES (DPH AND NON-DPH)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Prepared By _____				Phone Number _____			

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

DHCS Legal Entity Name (MH)/Contractor Name (SA) 0 _____					Appendix #	B-#
Provider Name _____					Page #	
Provider Number 0 _____					Fiscal Year	0
					Funding Notification Date	01/00/00
Program Name						
Program Code						
Mode/SFC (MH) or Modality (SA)						
Service Description						
Funding Term (mm/dd/yy - mm/dd/yy)						TOTAL
FUNDING USES						
Salaries & Employee Benefits						-
Operating Expenses						-
Capital Expenses						-
Subtotal Direct Expenses	-	-	-	-	-	-
Indirect Expenses						-
TOTAL FUNDING USES	-	-	-	-	-	-
BHS MENTAL HEALTH FUNDING SOURCES	Accounting Code (Index Code or Detail)					
						-
						-
						-
This row left blank for funding sources not in drop-down list						-
TOTAL BHS MENTAL HEALTH FUNDING SOURCES		-	-	-	-	-
BHS SUBSTANCE ABUSE FUNDING SOURCES	Accounting Code (Index Code or Detail)					
						-
						-
						-
This row left blank for funding sources not in drop-down list						-
TOTAL BHS SUBSTANCE ABUSE FUNDING SOURCES		-	-	-	-	-
OTHER DPH FUNDING SOURCES	Accounting Code (Index Code or Detail)					
						-
						-
						-
This row left blank for funding sources not in drop-down list						-
TOTAL OTHER DPH FUNDING SOURCES		-	-	-	-	-
TOTAL DPH FUNDING SOURCES		-	-	-	-	-
NON-DPH FUNDING SOURCES						
This row left blank for funding sources not in drop-down list						-
TOTAL NON-DPH FUNDING SOURCES		-	-	-	-	-
TOTAL FUNDING SOURCES (DPH AND NON-DPH)		-	-	-	-	-
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						
DPH Units of Service						
Unit Type		0	0	0	0	0
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES ONLY)	\$	-	\$ -	\$ -	\$ -	\$ -
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)	\$	-	\$ -	\$ -	\$ -	\$ -
Published Rate (Medi-Cal Providers Only)						
Unduplicated Clients (UDC)						Total UDC

Appendix B - DPH 4: Operating Expenses Detail

Program Name: 0 _____
 Program Code: 0 _____

Appendix #: B-# _____
 Page # _____
 Fiscal Year: 0 _____
 Funding Notification Date: 01/00/00 _____

Expense Categories & Line Items	TOTAL	Accounting Code 1 (Index Code or Detail)	Accounting Code 2 (Index Code or Detail)	Accounting Code 3 (Index Code or Detail)	Accounting Code 4 (Index Code or Detail)	Accounting Code 5 (Index Code or Detail)	Accounting Code 6 (Index Code or Detail)
Term (mm/dd/yy-mm/dd/yy):							
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 5: Capital Expenses Detail

Program Name: 0 _____

Program Code: 0 _____

Appendix #: B-#

Page # _____

Fiscal Year: 0

Funding Notification Date: 01/00/00

1. Equipment

Item Description	Quantity	Serial #/VIN #	Funding Source [General Fund, Grant (List Title), or Work Order (List Dept.)]	Purchase Cost Each	Total Cost
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
Total Equipment Cost					\$ -

2. Remodeling

Description	Total Cost
Total Remodeling Cost	
	\$ -

Total Capital Expenditure **\$ -**
 (Equipment plus Remodeling Cost)

Appendix B - DPH 7: BHS BUDGET JUSTIFICATION

Contractor Name 0
 Program Name: 0

Appendix #: _____
 Fiscal Year: 1/0/00

1a) SALARIES

Staff Position 1:				
Brief description of job duties:				
Minimum qualifications:				
Annual Salary:	x FTE:	x Months per Year:	Annualized (if less than 12 months):	Total
			0	\$ -

Staff Position 2:				
Brief description of job duties:				
Minimum qualifications:				
Annual Salary:	x FTE:	x Months per Year:	Annualized (if less than 12 months):	Total
			0	\$ -

Staff Position 3:				
Brief description of job duties:				
Minimum qualifications:				
Annual Salary:	x FTE:	x Months per Year:	Annualized (if less than 12 months):	Total
			0	\$ -

Staff Position 4:				
Brief description of job duties:				
Minimum qualifications:				
Annual Salary:	x FTE:	x Months per Year:	Annualized (if less than 12 months):	Total
			0	\$ -

Total FTE: - Total Salaries: \$ -

1b) EMPLOYEE FRINGE BENEFITS:

(Components provided below are samples only. The budgeted components should match the contractor's ledger accounts.)

Component	Cost
Social Security	
Retirement	
Medical	
Dental	
Unemployment Insurance	
Disability Insurance	
Paid Time Off	
Other (specify):	

Total Fringe Benefit: \$ -

Fringe Benefit %: 0.0%

TOTAL SALARIES & EMPLOYEE FRINGE BENEFITS: \$ -
--

2) OPERATING EXPENSES:

Occupancy: _____

Expense Item	Brief Description	Rate	Cost
Total Occupancy:			\$ -

Materials & Supplies: _____

Expense Item	Brief Description	Rate	Cost
Total Materials & Supplies:			\$ -

General Operating: _____

Expense Item	Brief Description	Rate	Cost
Total General Operating:			\$ -

Staff Travel: _____

Purpose of Travel	Location	Expense Item	Rate	Cost
Total Staff Travel:				\$ -

Consultants/Subcontractors: _____

Consultant/Subcontractor Name	Service Description	Rate	Cost
Total Consultants/Subcontractors:			\$ -

Other: _____

Expense Item	Brief Description	Rate	Cost
Total Other:			\$ -

TOTAL OPERATING EXPENSES: \$ -

3) CAPITAL EXPENDITURES: (If needed. A unit valued at \$5,000 or more)

Capital Expenditure Item	Brief Description	Cost
---------------------------------	--------------------------	-------------

TOTAL CAPITAL EXPENDITURES: \$ -

TOTAL DIRECT COSTS: \$ -

4) INDIRECT COSTS

Describe method and basis for Indirect Cost Allocation (i.e., FTE, square footage, or other)

Amount

Describe method and basis for Indirect Cost Allocation (i.e., FTE, square footage, or other)	Amount

Indirect Rate: 0.0%

TOTAL INDIRECT COSTS: \$ -

TOTAL EXPENSES: \$ -



These instructions and accompanying form are to be used for programs in the following Systems of Care (SOC):

Ambulatory Care

- Behavioral Health Services (BHS)**
 - Adult and Older Adult (AOA)
 - Children, Youth & Families (CYF)
 - Mental Health Services Act (MHSA)

The **Appendix B - Budget Form** to accompany these instructions may be downloaded from the CDTA Website: www.sfdph.org/cdta

Appendix B Budget Document Instructions FY 2015–16

Attention: Some revisions have been made to the BHS Appendix B form and its instructions. Use the FY 2015–16 BHS Appendix B form per these instructions.

Table of Contents

1. General Formatting & Completion Guidelines
2. Important Notes and Considerations
3. Definition of Terms
4. Tying the DPH 1: Contract Budget Summary to the DPH 2: Cost Reporting/Data Collection (CRDC)
5. Appendix B Budget Forms in Detail
 - DPH 1: Contract Budget Summary
 - DPH 2: Cost Reporting/Data Collection (CRDC)
 - DPH 3: Salaries & Benefits Detail
 - DPH 4: Operating Expenses
 - DPH 5: Capital Expenditures
 - DPH 6: Contract-Wide Indirect Expenses
 - BHSDPH 7: BHS Budget Justification



SECTION 1. GENERAL FORMATTING & COMPLETION GUIDELINES

The FY 2015–16 Appendix B budget forms for Community Behavioral Health (BHS) contractors consist of the following pages:

1. DPH 1: Contract Budget Summary
2. DPH 2: Cost Reporting Data Collection (CRDC)
3. DPH 3: Salaries & Benefits Detail
4. DPH 4: Operating Expenses Detail
5. DPH 5: Capital Expenditures Detail
6. DPH 6: Contract-Wide Indirect Detail BHS
7. DPH 7: BHS Budget Justification

Guidelines and Format for Budget Pages

1. Do not leave any blank cells on the Budget Summary and CRDC pages. If a field is not applicable, put 'N/A'. Include all pages of the Appendix B form even if there is no entry except for the Budget Justification which is to be submitted only as required. Enter whole numbers only. The only exceptions are the FTEs, unit rates (DPH/Contract/Published) and the Budget Justification entries.
2. Make sure information is consistent throughout the document including Appendix A and the Budget Justification, if there is one.
3. Start-Up costs must be itemized on a separate column on the budget detail pages (with a corresponding Appendix A Narrative), and shown in a separate column on the DPH 2: CRDC.
4. Fill in the space in the right hand corner of the *DPH #2, DPH #3, DPH #4, DPH #5* and *DPH #6* forms labeled “Appendix B – _____” as follows: *Appendix B-1* (budget detail pages for your first provider number) must correlate with *Appendix A-1* (narrative description of services for your first provider). If there is an Appendix A-2 (narrative for your second provider) there should be a corresponding budget detail labeled Appendix B-2, etc.
5. Order and Numbering of Pages. The order of pages is as follows:

The DPH #1 form(s) is *first* followed by the DPH #2 forms, numbered in sequence as Appendix B, Page 1; Appendix B, Page 2; etc. These forms summarize all Appendix B expenses.

Following behind the DPH #1 & DPH #2 are the budget detail pages — i.e. Forms DPH #3 through DPH #6 — for each program *as applicable*.

These should be in the same order as the programs itemized on the DPH #1 form(s) and labeled as follows:

- DPH #2** for *first* program will be Appendix B-1, Page 1
- DPH #3** for *first* program will be Appendix B-1, Page 2
- DPH #4** for *first* program will be Appendix B-1, Page 3
- DPH #5** for *first* program will be Appendix B-1, Page 4
- DPH #6** for *first* program will be Appendix B-1, Page 5, 6, etc.



followed by the *next set* of budget detail pages:

DPH #2 for *second* program will be Appendix B-2, Page 1
DPH #3 for *second* program will be Appendix B-2, Page 2, *etc.*

If a blank page is inserted behind any form to explain/justify certain expenses (as requested in these instructions), that page should be labeled and numbered in the sequence of the program budget.

6. There should be no content in hidden columns, rows or workbooks.
7. Please note that the DPH 7-BHS Budget Justification form is only needed for a program if 1) required by the funder/funding source, 2) the program/service is new as a result of an RFP/RFQ or 3) requested by DPH. Consult with your Contract Development and Technical Assistance Program Manager (CDTA PM) for guidance.

SECTION 2. IMPORTANT NOTES AND CONSIDERATIONS:

1. **All BHS contract providers must have a Provider Name and Provider Number registered with the State of California.** This is now required for both MH and SA contractors regardless of what type of service is delivered or the funding source. If you are entering data into Avatar for billing or tracking purposes, you also need a Program Code. If you create a Provider Name and Provider Number for a new program, you must also create a Program Code, *even if you are not entering data into Avatar.*

If you don't already have a Provider Name and Provider Number, please work with your Contract Development and Technical Assistance Program Manager (CDTA PM) to initiate this process as soon as possible. The first step is to register for an NPI (National Provider Identifier) at the federal website: <https://nppes.cms.hhs.gov/NPPES/>

2. Contracts that have a Cost Reimbursement component in addition to a Fee-For-Service component must split out the Cost Reimbursement portion on the DPH 2: CRDC page and provide a separate column on the detail pages (DPH 3, 4 & 5) for that Cost Reimbursement portion.
3. The CRDC budget pages are organized by the Agency's Programs and their Program Codes. Prepare one DPH 2: CR/DC per Program, the dollar total of which corresponds to one column on the DPH 1: Contract Budget Summary. In the event that this structure does not suit your contract, please consult with your CDTA Program Manager to explore alternative arrangements.
4. These instructions are specific to and intended for Behavioral Health Services (BHS) contracts only. All information entered into all budget forms is "proposed" and subject to approval by BHS.



SECTION 3. DEFINITION OF TERMS:

DHCS: California Department of Health Care Services. This agency now encompasses what use to be DMH/California Department of Mental Health (as of 7/1/12) and ADP/California Department of Alcohol and Drug Programs (as of 7/1/13).

Legal Entity Name & Number: A Legal Entity is a corporation, individual, or county that owns a facility offering behavioral health services. The Legal Entity Number is assigned to Mental Health providers by DHCS. While Substance Abuse providers do obtain Provider Numbers from DHCS, there is no equivalent Legal Entity Name & Number assigned by DHCS.

Provider Name and Number: The State defines a provider as a site-specific facility delivering behavioral health services. The Provider Name is the name of the facility where those services are provided.

- **Mental Health:** The Provider Number is a 4-digit code assigned by DHCS to each Mental Health provider on file with the State. The Provider Number is required for Short-Doyle Medi-Cal billing and CSI reporting and is obtained by submitting a Provider File Update (PFU) form via DPH Fiscal to the State, which is completed by the CDTA Program Manager, if necessary.
- **Substance Abuse:** The Provider Number is a 4-digit code assigned by DHCS to each Substance Abuse provider on file with the State. Obtained by completing the DHCS Licensing Application packet, this is done by the agency itself.

Contact your CDTA Program Manager for help in figuring out your appropriate Legal Entity, Provider Names and Numbers.

Program Code: Formerly known as "Reporting Unit". This is the code set up for use in the BHS billing and clinical information system known as Avatar. This code is obtained by the CDTA Program Manager. Consult with your CDTA Program Manager if you have questions.

CRDC: Stands for "Cost Reporting/Data Collection", a form used to identify and budget the total estimated cost, revenues, and units of service information for each provider by mode of service and service function codes. It provides a guide and uniform procedures for budgeting and the cost reporting process.

SECTION 4: TYING THE DPH 1: CONTRACT BUDGET SUMMARY TO THE DPH 2: CRDC

Please complete a DPH 2: CRDC for each Program/Program Code in the contract and reflect the TOTAL column from those CRDC forms as a column on the Budget Summary page for each Program/Program Code. Hence, if a contract has five programs, you should have five CRDCs and five columns on the Budget Summary Page. Note that the Program/Program Code and Appendix Number appearing on the DPH 2: CRDC also appear on the DPH 1: Contract Budget Summary.

The CRDC for BHS contracts is organized by the Program/Program Code. For help in obtaining the correct Program Code and/or organizing your CRDC forms, contact your CDTA Program Manager.



SECTION 5: APPENDIX B FORMS IN DETAIL

DPH 1: CONTRACT BUDGET SUMMARY

The DPH 1: Contract Budget Summary is designed to show total contract funding sources and expenditures for each Provider in the contract. Each column on the Budget Summary represents the total from the detailed DPH 2: CRDC form for that program. Most programs consist of only one Program Code. Should a program have multiple Program Codes, you may be able to keep them together (e.g., Mode 5/Residential & Mode 10/Day Services). For help in obtaining the correct Program Code and/or organizing your CRDC forms, contact your CDTA Program Manager. **PLEASE NOTE: These instructions are specific to and intended for Behavioral Health Services (BHS) contracts only. All information entered into all budget forms is “proposed” and subject to approval by BHS.**

The DPH 1: Contract Budget Summary form consists of three sections:

1. Provider/Contract Identification
2. Funding Uses
3. Funding Sources

1. Provider/Contract Identification

Legal Entity Number: Mental Health providers enter the 5-digit Legal Entity Number here, including zeros.

Fiscal Year: Enter the Fiscal Year (FY) to which the budget documents pertain. Unless otherwise stated by the terms of the funding source(s), a Fiscal Year is understood to be 7/1/20xx through 6/30/20xx.

Legal Entity Name (MH)/Contractor Name (SA): For Mental Health providers, enter the Legal Entity name corresponding with the 5-digit character identifier assigned by the State. Substance Abuse providers should enter the Contractor/Agency name.

CMS#: The Contract Management System number is a unique four digit number assigned to a contract by the Office of Contract Management and Compliance (OCMC.) The CMS number distinguishes one contract from another, and may be found on the Funding Notification.

Funding Notification Date: Enter the date appearing in the upper right hand corner of your most recent Funding Notification.

Appendix #: Enter the Appendix B # that corresponds to the Appendix A from the narrative section of the contract (e.g., A-1 = B-1, A-2 = B-2, etc.)

Provider Number: Enter the State-assigned Provider Number created by either the DHCS. This number is tied to the service delivery location and there can be multiple



Provider Numbers per contractor. See p. 20 for a chart depicting a typical BHS Agency/Provider/Program design.

Program Name: This is either the name corresponding to the Avatar Program Code or the contractor's name for the program.

Program Code: Enter the Avatar Program Code. This number is tied to the service delivery location and mode of service; there can be multiple Program Codes per contractor. See p. 20 for a chart depicting a typical BHS Agency/Provider/Program design. If no Avatar Program Code, enter "NA" in Program Code field.

Appendix Term: Enter the funding term for the Appendix, using month, day, and year format (i.e., 7/1/15-6/30/16).

2. Funding Uses:

Salaries: Enter salaries for each Program Code as reflected in the Total column from the DPH 2: CRDC form for that program.

Employee Benefits: Enter employee benefits for each program code/appendix as reflected in the Total column from the DPH 2: CRDC form for that program.

Operating Expenses: Enter the operating costs for each program as reflected in the Total column from the DPH-2 form for that program

Capital Expenses: Enter the Capital Outlay amounts. Includes equipment purchase and remodeling costs that is more than \$5,000 per each item for each program.

Subtotal Direct Expenses: A formula is provided to total Salaries & Benefits, Operating Expenses and Capital Outlay.

Indirect Expenses: Enter the Indirect Cost amount. For DPH General Fund the maximum allowable Indirect Rate is 15%. Note: Some grants or work orders may specify a different maximum indirect amount.

Indirect %: Automatically calculates the percentage of Indirect Expense based on the value entered above.

Total Funding Uses: A formula is provided to total Subtotal Direct Expenses and Indirect Expenses.

Employee Fringe Benefits %: A formula is provided to calculate the overall agency employee fringe benefit rate. (The calculation includes the employee fringe benefits on the indirect costs page as well.)



3. Funding Sources

The Funding Sources section is broken down into 4 groupings:

1. BHS Mental Health
2. BHS Substance Abuse
3. Other DPH-Community Programs
4. Non-DPH Funding Sources

Funding sources for the appropriate sections have been provided in drop-down lists in Column A to match the funding sources on your BHS Contract Funding Notification letter. If an appropriate funding source is not included in the dropdown list, enter it in the blank row provided. Add further blank rows as necessary and make sure to update the formulas accordingly. Each individual funding source total must reconcile to the total for that funding source from the DPH 2: CRDC for that program. **Expenditures must equal revenues. Please remember that this page should list all sources of revenue, not just what is funded by SF DPH.**

Prepared By/Phone Number: Enter the name of the person preparing the budget documents and their phone number.

DPH 2: COST REPORTING/DATA COLLECTION (CRDC)

IMPORTANT: A separate CRDC form is required for each Program/Program Code. Contractors must first determine the correct Program Code for each program/service in order to complete the CRDC form(s). For help in obtaining the correct Program Code and/or organizing your CRDC forms, contact your CDTA Program Manager.

The DPH 2: CRDC form consists of four sections:

1. Provider Identification and Service Descriptions
2. Funding Uses
3. Funding Sources (BHS Mental Health, BHS Substance Abuse, Other DPH-Community Programs and Non-DPH Funding Sources)
4. Units of Service and Unit Cost

1. Provider Identification and Service Descriptions

Legal Entity Name (MH)/Contractor Name (SA): The Legal Entity name corresponding with the 5-digit character identifier assigned by DHCS to an organization or contract provider. Substance Abuse providers use Contractor/Agency name. Default link to B-1: Budget Summary.

Appendix #: Enter the appropriate Appendix #.

Provider Name: Enter the name associated with the State-assigned Provider Number.

Page #: Enter the appropriate Page #.



Provider Number: Enter the State-assigned Provider Number created by DHCS. This number is tied to the service-delivery location and there can be multiple Provider Numbers per contractor.

Fiscal Year: Enter the fiscal year to which the budget documents pertain. The format should be as follows: "2015–2016".

Funding Notification Date: Enter the date appearing in the upper right hand corner of your most recent Funding Notification.

Program Name: Enter Program Name associated with the BHS-assigned Avatar
Program Code (if applicable).

Program Code (formerly known as Reporting Unit): Enter the Program Code (if applicable), an alphanumeric identifier denoting the services provided at the cost center level. (Example: 3885DT – Baker Robertson Day Treatment; 3885OP Baker Robertson Outpatient).

Mode/SFC (MH) or Modality (SA): Choose from the dropdown list. The 2-digit character that identifies the Mode of Mental Health services provided within the program category or the modality for Substance Abuse services. For MH services the Mode is paired with the corresponding Service Function Code range. Choosing the Mode or Modality from the pull-down list will auto-populate the "Service Description" field and the "Unit Type" field. MH Mode/SFC is the first half of the list, SA Modality the second. Service Description: Choosing a Mode of Service/Service Function Code (MH) or Modality (SA) in the above cell will automatically populate this cell with the corresponding Service Description. If necessary, it can be overwritten manually but please consult your CDTA Program Manager before doing so.

NOTE: Food and Board/Lodging Expense (i.e. rent and utilities) at 100% is not an allowable residential treatment expense. It should be budgeted under Mode 60-40.

NOTE TO SUBSTANCE ABUSE PROVIDERS:

- **You MUST separate Individual from Group Services on the CRDC.**
- **Methadone Maintenance providers MUST split Dosing, Individual and Group Counseling.**
- **Methadone Detox is an inclusive daily rate.**
- **The recommended contract rate is \$100/hour of staff time.**

2. Funding Uses

Funding Term: input the funding term using month, day, and year format.



Salaries and Employee Benefits: Enter salaries and employee benefits by mode(s) of service and service function(s) for each program. Totals must tie to the corresponding column for that program on the DPH 1: Contract Budget Summary.

Operating Expenses: Enter the sum of the operating expenses. Totals must tie to the corresponding column for that program on the DPH 1: Contract Budget Summary.

Capital Expenses: Includes equipment purchase and remodeling costs greater than \$5,000 per each item for each provider, as identified in the Contract Services Budget. Totals must tie to the corresponding column for that program on the DPH 1: Contract Budget Summary.

Subtotal Direct Expenses: A formula is provided to total Salaries & Benefits, Operating Expenses and Capital Outlay.

Indirect Expenses: Enter the Indirect Cost amount. For DPH General Fund the maximum allowable Indirect Rate is 15%. Note: Some grants or work orders may specify a different indirect amount.

Total Funding Uses: A formula is provided to total Subtotal Direct Costs and Indirect costs.

3. Funding Sources

There are four sections on the DPH 2: CRDC for funding sources.

5. BHS Mental Health
6. BHS Substance Abuse
7. Other DPH-Community Programs
8. Non-DPH Funding Sources

Funding sources for BHS are arranged by category (i.e., 'MH Fed', 'SA State'). Make sure that the funding source you choose matches the BHS Contract Funding Notification letter you received. In the event that you need to supply a funding source that is not in the drop down list you can use the provided blank rows and add more as needed. Please delete unused rows and check to make sure totals are updating appropriately after any edits you might make.

Accounting Code: The funding source selected from the drop down menu will automatically populate the correct index code, where applicable. For grants and projects like MHSA, please manually input the Grant Code or Project Detail from the funding detail attached to the Funding Notification. For Federal grants, the CFDA # is already built-in to the funding source name.

Note: Funding Sources should be listed in the same order on the Budget Summary (DPH1) and all the CRDC pages.



Each individual funding source total should reconcile to the revenue section of the DPH 1: Contract Budget Summary for that program. Please refer to your BHS Contract Funding Notification letter to determine your funding sources.

Reminder: Cost Reimbursement contracts with multiple funding sources must break out each funding source in a separate column. Even if it is the same service type, a column for each funding source must be provided. In some instances, separate detail pages may not be required. Consult your CDTA PM for guidance.

4. BHS Units of Service and Unit Cost

Shows budgeted units of services by, modes/modalities of services and/or service function code for the full fiscal year.

Number of Beds Purchased (if applicable): For residential providers. Please provide the total number of beds purchased for the funding term.

Substance Abuse Only - Non-Res 33 - ODF # of Group Sessions (classes): State DHCS requires separate detailing of ODF group sessions.

Substance Abuse Only - Licensed Capacity for Medi-Cal Provider with Narcotic Tx Program: State DHCS requires reporting on the licensed treatment capacity for Narcotic Treatment Programs.

Payment Method: A dropdown is provided. Please choose whether the payment method is Cost Reimbursement (CR) or Fee-For-Service (FFS)

DPH Units of Service: Enter the negotiated units of service (UOS).

Unit Type: This field will automatically populate based on the choice of Mode/Service Function Code in section 1 of the CRDC. It is possible to overwrite this field if necessary but please do so only in consultation with your CDTA Program Manager.

Cost per Unit - DPH Rate: This field will automatically calculate based on the UOS entered and the total DPH funding sources. This does not include non-DPH funding sources.

Cost per Unit - Contract Rate: This rate includes DPH & non-DPH funding sources. If there are no non-DPH funding sources, this rate would be the same as the Cost per Unit – DPH Rate. This information is for Cost Report purposes.

Published Rate (for Medi-Cal providers only): Please provide the Published Rate if you are a Medi-Cal provider. Note that Outreach (including MAA) and Support Services are excluded. A legal entity's published charge is: (1) the usual and customary charge prevalent in the public mental health sector that is used to bill the general public, insurers, or other non-Medi-Cal payers. Legal entities with more than one published charge rate for a service function can report a *weighted average* published charge rate for the service function, or provide a separate supporting schedule with the following information: (1) each service function; (2) time period



covered by each published charge; (3) each published charge per unit of service; (4) Medi-Cal units of service provided for each published charge; and (5) total published charges for each service function (published charge per unit multiplied by the units of service). The published charge for Mode 05, Service Function 19, Hospital Administrative Days, should include physician and ancillary costs.

Unduplicated Clients: For each service column, estimate number of unduplicated clients (UDC) and provide a total UDC at the bottom of the CRDC for each service. For example, if your program has 50 unduplicated clients receiving Mental Health Services and the same 50 unduplicated clients also receiving Case Mgt. Brokerage, the total UDC would be 50, not 100. Consult your CDTA PM for help if necessary.

Check Formula Section: Below the printable area of the CRDC are two formulas provided to ensure Funding Uses equal Funding Sources and that the DPH Units are calculating correctly.

DPH 3: SALARIES & BENEFITS DETAIL

The purpose of the Salaries and Benefits Detail worksheet is to show personnel costs associated with the provision of *direct* program services.

NOTE: These instructions are specific to and intended for Behavioral Health Services (BHS) contracts only. All information entered into all budget forms is “proposed” and subject to approval by BHS.

Program Code and Program Name: Default links to the Program Code and Program Name as entered on the DPH 1: Contract Budget Summary.

Appendix #: Default links to first Appendix # on DPH 1: Contract Budget Summary.

Page #: Enter the appropriate Page #.

Fiscal Year: Default links to Fiscal Year on DPH 1: Contract Budget Summary. If entering manually, the format should be as follows: “2015-2016”

Funding Notification Date: Default links to Funding Notification Date on DPH 1: Contract Budget Summary.

Accounting Code: Enter the appropriate index code or grant code or project detail. Each accounting code on the CRDC should have its own separate column on the Salaries Detail page. The budget for funding sources with the same accounting code (e.g. MH COUNTY Adult - General Fund, MH STATE Adult 1991 Realignment, MH FED SMC FFP 50%) should be combined. Provide a separate column for non DPH revenue if the program includes funding other than DPH revenues. If you do not have enough columns on one page, please copy the form and add pages.

Funding Term: Enter the term for these services, as appropriate for each funding source. The format should be mm/dd/yy-mm/dd/yy.



Position Title: Show all position titles for this provider/modality. Position titles must be for direct services only, e.g. counselors, case managers, outreach workers, etc. **Do not include indirect cost positions such as executive director or secretary/admin. assistant unless that position actually performs *direct client services* and you indicate it as such on the Budget Justification Pages.**

FTE (Full Time Equivalent): FTE reflects actual time worked. If a position is listed as 1.0 FTE, it will be assumed that the position is a full-time position for forty hours per week for the entire term shown. If an employee will be working in a position for less time than the term shown on the page, please detail this in the Budget Justification Pages.

Salaries: Enter the salary for all position titles listed. Distribute the salary for each position listed according to its funding source (e.g., General Fund, Grant, or Work Order). For position salaries supported by more than one funding source and if there are no restrictions imposed by BHS or the funding source, salary and benefits costs may be apportioned to General Fund, grants and/or work orders based upon the percentage of funds each funding source provides, unless otherwise directed by the funding source(s) or BHS.

For example, if 75% of a 1.0 FTE position is paid for by General Fund monies and 25% by a SAMHSA Grant, then enter "0.75" under the General Fund FTE column and enter 75% of the total cost of that position in the General Fund Salaries column, then enter "0.25" under the SAMHSA Grant FTE column and enter 25% of the total cost of that position SAMHSA Grant Salaries column.

If BHS or a funding source restricts the use of the funding for a particular position or portion of a position, enter the appropriate costs for that position under that funding source. For example, if 0.50 FTE of a Counselor position is paid for by a DHS work order, enter ".50" under the FTE column for the DHS Work Order column, and the amount of funds for the salary for that .50 FTE in the salaries column for the DHS work order column.

Important: Please make sure that the FTE reflects the correct budgeted salary and FTE for each position you itemize within the project term AND within the funding source.

Totals (Salary): Add the FTEs and salaries and enter the totals.

Employee Fringe Benefits: Enter the amount of fringe as distributed across funding sources. A formula has been provided to calculate the total fringe percentage for the program.

Total Salaries and Benefits: Add total salaries and total fringe benefits.

TOTAL: This column reflects the total for each line for FTEs and salaries. There should also be a total for fringe benefits (including their percentage of Total Salaries) and a "grand total" for Total Salaries & Benefits. The provider totals shown in the Total column



should be the same as those shown on the Contract Budget Summary (DPH #1) form for this Program.

DPH 4: OPERATING EXPENSE DETAIL

The purpose of the Operating Expense Detail worksheet is to budget for operating costs by line items, which are associated with the provisions of *direct* program services. For more information see page 19, Contract Operating Expenses Categories, to see the most common expense line items by category.

Do not list any equipment on this page which costs \$5,000 or more per unit. Such equipment must be itemized on the Capital Expenditures Detail (DPH #5).

NOTE: These instructions are specific to and intended for Behavioral Health Services (BHS) contracts only. All information entered into all budget forms is “proposed” and subject to approval by BHS.

Program Code and Program Name: Default links to the Program Code and Program Name as entered on the corresponding DPH 3: Salaries & Benefits Detail page.

Appendix #: Default links to Appendix # as entered on the corresponding DPH 3: Salaries & Benefits Detail page.

Page #: Enter the appropriate Page #.

Fiscal Year: Default links to Fiscal Year as entered on the corresponding DPH 3: Salaries & Benefits Detail page. If entering manually, the format should be as follows: “2015-2016”

Funding Notification Date: Default links to Funding Notification as entered on the corresponding DPH 3: Salaries & Benefits Detail page.

Accounting Code: Enter the appropriate index code or grant code or project detail. Each accounting code on the CRDC should have its own separate column on the Salaries Detail page. The budget for funding sources with the same accounting code (e.g. MH COUNTY Adult - General Fund, MH STATE Adult 1991 Realignment, MH FED SMC FFP 50%) should be combined. Provide a separate column for non DPH revenue if the program includes funding other than DPH revenues. If you do not have enough columns on one page, please copy the form and add pages.

Funding Source: Enter the name of each funding source for the provider, as indicated, in this order: (1) Total, (2) General Fund, (3) each subsequent funding source, (grant, work order, etc.). For the purposes of this funding breakdown, “General Fund” is defined as all non-grant, non-work order, non-MHSA monies. Refer to your BHS Contract Funding Notification letter for information on how each provider is funded, e.g., which portion is funded by General Fund monies, and which portion(s) is funded by a particular grant or work order. The funding sources shown on this page should be the same as



those shown on Contract Budget Summary (DPH #1) form for this Program. If you have questions as to what constitutes "General Fund" or how to show a particular funding source, please consult your Contract Development and Technical Assistance (CDTA) Program manager. Enter each funding source in a separate column. Do not include more than one grant or one work order or MHSA fund in a single column, i.e., do not combine non-General Fund sources into one column. (If you do not have enough columns on one page, please copy the form and add pages.)

Each column represents an accounting code; either an Index Code, Grant Code or Project Detail. Funding sources with same accounting code should be combined in the same column. See the Funding Notification for details.

Funding Term: Enter the term for these services, as appropriate for each funding source.

For each of the following expense categories, enter the expense line item and distribute each expense by accounting code:

Occupancy: Generally includes rent, utilities, building repairs and maintenance.

Materials and Supplies: Generally includes office supplies, program supplies, photocopying, and computer hardware/software.

General Operating: Generally includes staff training, insurance, equipment lease, professional license fees, and permits.

Staff Travel: Enter total amount and amount for each funding source paid for staff travel, both local and out-of-town. This includes local work-related mileage and other field expenses.

Consultant/Subcontractor: For each consultant or subcontractor: (1) identify by name, (2) provide a detailed explanation of services to be performed, (3) list the hourly rate and (4) the amount. If the name of the consultant or subcontractor is not known at the time budget documents are prepared, indicate the function the consultant or subcontractor will fulfill (e.g., "psychiatrist" or "general contractor") and the date by which the name is expected to be known. For example: "Psychiatrist to be selected by October 1" or "General Contractor to be hired after estimates for renovation are received and evaluated, targeted to be October 1."

Important: Your CDTA Program Manager will need a copy of any subcontract.

Other: An expense that does not fall under any of other standard invoice expense categories listed above. For each expense item provide a specific description, and please distribute these expenses by accounting code.

Total Operating Expense: Add the expenditure categories and show the sum as the total operating expense for all funding sources (in the Total column) and for each accounting code.



DPH 5: CAPITAL EXPENDITURE/EQUIPMENT AND REMODELING DETAIL

The purpose of the Capital Expenditure Detail worksheet is to itemize purchased equipment *which costs \$5,000 or more per unit* and/or to show any approved remodeling costs for the proposed transaction budget which have been negotiated and approved by the Department of Public Health.

NOTE: These instructions are specific to and intended for Community Behavioral Health Services (BHS) contracts only. All information entered into all budget forms is “proposed” and subject to approval by BHS.

Program Code and Program Name: Default links to the Program Code and Program Name as entered on the corresponding DPH 3: Salaries & Benefits Detail page.

Appendix #: Default links to Appendix # as entered on the corresponding DPH 3: Salaries & Benefits Detail page.

Page #: Enter the appropriate Page #.

Fiscal Year: Default links to Fiscal Year as entered on the corresponding DPH 3: Salaries & Benefits Detail page. If entering manually, the format should be as follows: 7/1/2015 – 6/30/2016.

Funding Notification Date: Default links to Funding Notification as entered on the corresponding DPH 3: Salaries & Benefits Detail page.

Equipment: Equipment shall be defined as:
a. Non-expendable property which has useful life expectancy of three years or more.
b. A unit valued at \$5,000 or more.

Item/Description: Give a brief description of the piece of equipment that will be purchased. **Important:** *You must provide to BHS more detailed information on the actual equipment purchased, including its serial number or other standard, unique identifying number, within 30 days of purchase.*

Quantity: Enter the number of items to be purchased.

Serial/VIN#: Enter identification information for the item purchased. Serial number or Vehicle Identification Number, as appropriate.

Funding Source: Indicate the funding source for each line item. Group all items being paid from a particular funding source together.

Purchase Cost Each: Enter the cost per unit of equipment purchased.

Total Cost: Enter total cost of equipment purchased (quantity x cost per unit = total cost) of the line item.



Total Equipment Cost: Add the total costs entered above and enter the total here.

Remodeling: Briefly describe the remodeling that will be done and the name of company that will be performing the work.

Total Remodeling Cost: Show the proposed remodeling cost being charged to the contract.

Total Capital Expenditures: Total Equipment Cost and Total Remodeling Cost and enter the Total here.

DPH 6: CONTRACT-WIDE INDIRECT COST DETAIL

The DPH 6: Contract-Wide Indirect Cost Detail form should list the indirect amounts for positions and operating costs for the entire contract. See page 22, Direct Versus Indirect Costs, for more information about Indirect Costs.

Contractor Name: Default link to Contract Name on DPH 1: Budget Summary.

CMS #: Contract Management System number. Unique ID for contract. Found on Funding Notification detail. Default link to CMS # on DPH 1: Budget Summary.

Fiscal Year: Default link to Fiscal Year on DPH 1: Budget Summary

Funding Notification Date: Default link to Funding Notification Date on DPH 1: Budget Summary.

FTE (Full Time Equivalent): Enter the amount of FTE that reflects actual time spent doing indirect work.

Salaries: The portion of the salary for that position associated with the indirect work.

Employee Fringe Benefits: Portion of fringe associated with the indirect work.

Operating Costs: Enter description and total amount paid under this contract for each indirect cost expense line item.

Total Salaries and Benefits: Enter the total salaries and benefits attributed to indirect work from above.

Total Operating Cost: Enter the total operating cost attributed to indirect work from above.

Total Indirect Cost: Enter the total Indirect Cost (Salaries & Benefits + Operating Costs)



DPH 7: BHS Budget Justification

NEW IN 2015–16: The Budget Justification form has been updated to provide tables for all required information and examples have been provided to illustrate correct completion of the form. Contact your CDTA Program Manager for assistance.

Tables and samples are provided for the basic information required. Please note that the DPH 7-BHS Budget Justification form is only needed for a program if 1) required by the funder/funding source, 2) the program/service is new as a result of an RFP/RFQ or 3) requested by DPH. Consult with your Contract Development and Technical Assistance Program Manager (CDTA PM) for guidance.

A. General Principles

One Budget Justification per program must be prepared & submitted; however, if a funding source requires a separate budget justification exclusively for its award, the contractor must prepare this document, too. The format for the Budget Justification should maximize usage of the power of Excel properties & functions. For calculation purposes, text and numbers should not be comingled in a single cell. For the contractors' convenience, the DPH template has basic formulae to calculate Salary & Benefits expenses and/or Operating expenses where applicable.

For the contractors' convenience, you may want to link the Budget Justification totals for each expense category to pre-populate the Total Expense cell values on each DPH 3/Salaries & Benefits Detail (including the Total FTE), DPH 4/Operating Expenses Detail and DPH2/CRDC page. It is the contractors' responsibility to correctly allocate these totals across the applicable Funding Sources (DPH 3 & 4) or Mode/SFC (DPH2) on these pages.

B. Required Descriptive Elements

1. Personnel Expense:

Each staff position listed must contain a brief description of the:

- a. **Minimum Responsibilities/Duties** for this employee &
- b. **Minimum Educational, Certification or Experience Requirements** to be eligible to be hired for this role.

Example:

Treatment Case Managers

Provides treatment consultation to Tx Case Managers and Peer Advocates; facilitates client enrollment in clinical drug trials; provide treatment advocacy to medium and high need clients, helping them understand and access HIV treatment options and learn self-monitoring, treatment planning and self-advocacy with physicians; interfaces between clients and primary care providers on complex treatment issues; maintains and develops relationships with community providers; provides assessment and planning for medium to high need clients. Reports to the Director of HIV Care Services. Minimum qualifications include a bachelor's degree and 2 years human service experience in HIV treatment advocacy.

\$40,800 Annual salary X 0.95 FTE X 12/12 months = **\$38,760**



2. Operating Expense

Default categories have been provided. Edit as necessary. Each category must provide a brief list of the types of items included in each category and the allocation principle for the formula to calculate the total expense.

Example:

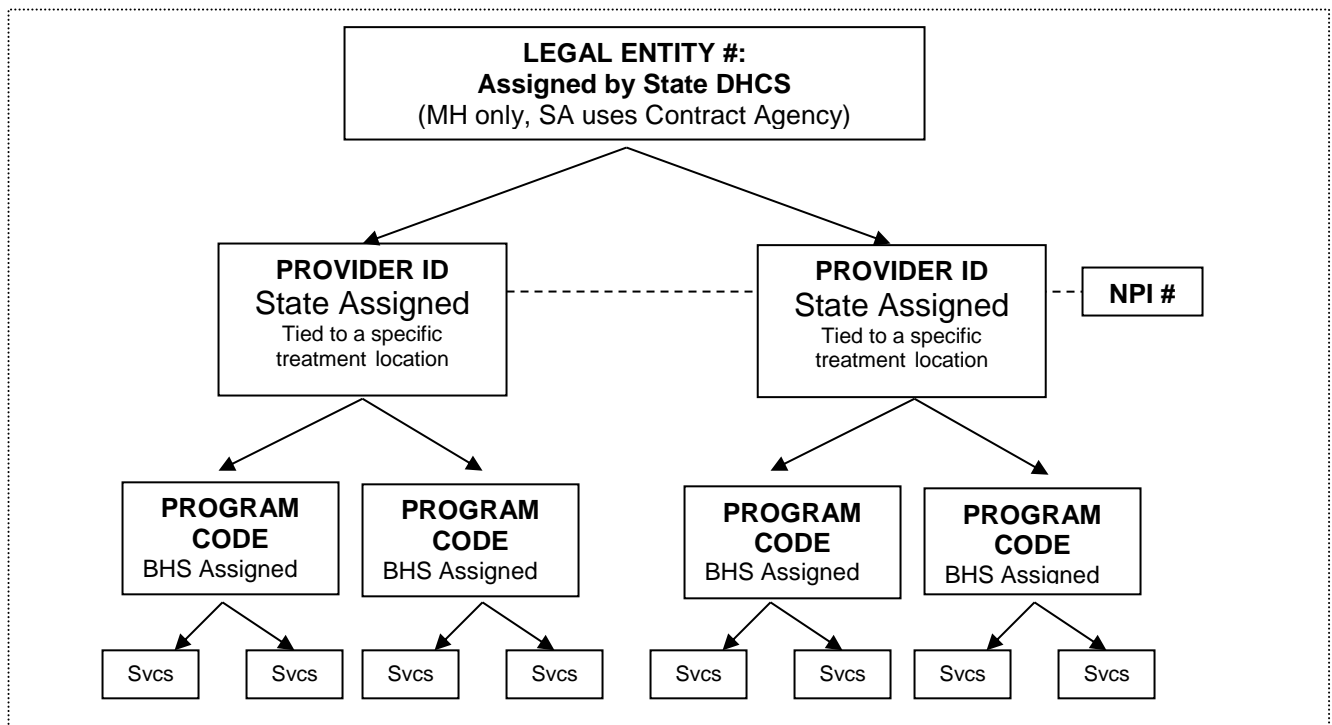
Rent

Rent for project staff office, common & confidential meeting areas. Calculated based on FTE.

$$\$424.34 \quad /\text{mo}/\text{FTE} \times 12 \quad \text{months} \times 1.77 \quad \text{FTE} = \quad \mathbf{\$9,013}$$

Consultant/Subcontractor Descriptive Title: For each consultant or subcontractor: (1) identify by name, (2) provide a detailed explanation of services to be performed, (3) list the hourly rate and (4) the amount. If the name of the consultant or subcontractor is not known at the time budget documents are prepared, indicate the function the consultant or subcontractor will fulfill (e.g., “psychiatrist” or “general contractor”) and the date by which the name is expected to be known. For example: “Psychiatrist to be selected by October 1” or “General Contractor to be hired after estimates for renovation are received and evaluated, targeted to be October 1.”
Important: Your CDTA Program Manager will need a copy of any subcontract. Check with him/her for details.

Example of a Typical BHS Agency/Provider/Program Structure





Contract Operating Expense Categories

The following are the most common expense line items by category:

Occupancy

- Office rent
- Utilities: telephone, electricity, water, gas
- Building repair/maintenance

Materials & Supplies (\$5,000 or less per unit)

- Office supplies
- Photocopying
- Printing
- Program supplies
- Computer hardware/ software

General Operating

- Training/staff development
- Insurance
- Professional license
- Permits
- Equipment purchase, lease & Maintenance

Staff Travel

- Local travel
- Out of town travel
- Field expenses

Consultant/ Subcontractor

Other

- Credit reports
- Client related expenditures
- Stipends
- Award & incentives
- Rental subsidies
- Client food
- Client activities
- Client supplies
- Vouchers
- Client Travel

Capital Expenditures (over \$5,000 per unit)

**** DPH does not fund or reimburse for Interest expense.**



Direct Versus Indirect Costs

Direct Costs:

Direct costs are those which are clearly identifiable and attributable to a specific program service, or activity.

Indirect Costs:

Indirect costs are the costs that are NOT clearly identifiable and attributable to a specific program, or activity. **Agencies must have a documented, consistent indirect cost allocation methodology across all programs, activities, and funding sources.** Refer to the San Francisco Office of the Controller's "Cost Allocation Guidelines for Nonprofits Doing Business with the City" for more guidance.

Common examples of indirect costs include:

- Executive positions
- Clerical
- Maintenance (Security, Janitor, etc.)
- Accounting
- Payroll
- Audit fees
- Administration
- Information Technology
- Human Resources