

File No. 19138

Item No. 10

SUNSHINE ORDINANCE TASK FORCE
AGENDA PACKET CONTENTS LIST

Sunshine Ordinance Task Force

Date: October 7, 2020

- Petition/Complaint Page: ___
- Memorandum - Deputy City Attorney Page: ___
- Petitioner/Complainant Supporting Documents Page: ___
- Respondent's Response Page: ___
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- Order of Determination Page: ___
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- Administrator's Report Page: ___
- No Attachments

OTHER

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- _____

Completed by: C. Leger Date 10/1/20

* An asterisked item represents the cover sheet to a document that exceeds 25 pages.
The complete document is in the file on a disk

Leger, Cheryl (BOS)

From: Google Forms <sfbdsupvrs@gmail.com>
Sent: Tuesday, January 7, 2020 5:24 PM
To: SOTF, (BOS)
Subject: New Response Complaint Form

This message is from outside the City email system. Do not open links or attachments from untrusted sources.

Your form has a new entry.

Here are the results.

**Complaint against which
Department or
Commission**

UCSF Records Custodian Brenda Gee & UC Records Custodian Dan Scanell

**Name of individual
contacted at Department
or Commission**

SO/I received a response on 12/26/19 from Chief Legal Counsel Greta Schnetzler

Alleged Violation

Public Records
Public Meeting

**Date of public meeting (if
checked)**

Unknown. The Respondents are withholding all appointments, calendars, meetings, etc.

**Sunshine Ordinance
Section:**

67.21, 67.24, 67.25, 67.26, 67.27, 67.34,

Please describe alleged violation

Refusal to release any responsive record or redacted record.

Date

1-7-20

Name

Stephen Malloy

Address

455 Fell Street

City

San Francisco

Zip

94102

Telephone

310-428-7005

Email

grovestand2012@gmail.com

Sent via [Google Forms Email](#)



SUNSHINE ORDINANCE TASK FORCE

1 Dr. Carlton B. Goodlett Place, Room 244, San Francisco CA 94102

Tel. (415) 554-7724; Fax (415) 554-7854

http://www.sfgov.org/sunshine

SUNSHINE ORDINANCE COMPLAINT FORM

Complainant Name (Optional)

Stephen Malloy

Date of Request:

1.8.20

Please identify the City Official(s) and/or Employee(s) against whom the complaint is being made:

1. UCSF Records Custodian Brenda Gee
2. UC Records Custodian Dan Scannell

Please identify the Officials' and/or Employees' Board, Commission, Task Force, Department or other type of agency.

UC Office of President
UCSF Executive Provost Office

Name of the Custodian of Records tasked with providing the requested information:

1. UCSF Brenda Gee
2. UC Dan Scannell

- Alleged violation of public records access
- Alleged failure to provide information in a timely manner in accordance with the provisions of the Sunshine Ordinance
- Alleged violation of a public meeting

Please indicate date of meeting if known / meeting & calendar dates require search.

Sunshine Ordinance Section(s) 67.21, .24, .25, .26, .27 & .34

(If known, please cite specific provision(s) being violated)

Please describe the alleged violation. Use additional paper if needed. Please attach any relevant documentation which supports your complaint.

Per 7.1.18 UC Regent & City of SF Contract, Section 40. Sunshine Ordinance all records concerning Stephen Malloy shall be open to inspection. The entities (UC & UCSF) refuse to comply.

Are you requesting a public hearing before the Sunshine Ordinance Task Force? yes no

If yes, please provide 1 or more preferred method(s) of contact:

- Phone: _____
- Mailing Address: _____
- Fax: _____
- Email: _____
- Other: _____

Signature: _____

Date: 1.8.20

¹ NOTICE: PERSONAL INFORMATION THAT IS PROVIDED WHEN ADDRESSING A PUBLIC POLICY BODY IS SUBJECT TO DISCLOSURE UNDER THE CALIFORNIA PUBLIC RECORDS ACT AND THE SUNSHINE ORDINANCE. MEMBERS OF THE PUBLIC ARE NOT REQUIRED TO PROVIDE PERSONAL IDENTIFYING INFORMATION, AND COMPLAINANTS MAY REMAIN ANONYMOUS. HOWEVER, FOR PROPER NOTICING AND PROCESSING OF A HEARING REQUEST, A RELIABLE MEANS OF CONTACT IS RECOMMENDED. PLEASE NOTE THAT THE SOTF ADMINISTRATOR WILL NOT REDACT ANY INFORMATION PROVIDED IN THESE SUBMISSIONS.



DENNIS J. HERRERA
City Attorney

PEDER J. V. THOREEN
Deputy City Attorney

Direct Dial: (415) 554-3846
Email: Peder.Thoreen@sfcityattty.org

**MEMORANDUM
PRIVILEGED AND CONFIDENTIAL**

TO: Sunshine Ordinance Task Force
FROM: Peder J. V. Thoreen
Deputy City Attorney
DATE: February 19, 2020
RE: Complaint No. 19138: Stephen Malloy v. University of California, San Francisco

COMPLAINT

Complainant Stephen Malloy ("Complainant") alleges that the University of California, San Francisco ("Respondent") violated the Sunshine Ordinance by failing to respond to Complainant's request in a timely and complete manner.

COMPLAINANT FILES COMPLAINT

Complainant filed this complaint with the Task Force on December 11, 2019, alleging that Respondent violated Administrative Code section 67.21.

JURISDICTION

The primary question in this matter is whether the Task Force has jurisdiction, as discussed further below.

APPLICABLE STATUTORY SECTION(S)

Section 67 of the San Francisco Administrative Code:

- Section 67.21 governs responses to a public records request generally.

Cal. Government Code (CPRA)

- Section 6253 sets forth the general requirements for the production of records.

APPLICABLE CASE LAW

- *Regents of the Univ. of Cal. v. City of Santa Monica* (1978) 77 Cal. App. 3d 130, 135 (holding that the regents were not subject to municipal regulation).

BACKGROUND

On November 5, 2019, Complainant filed a request with Respondent for "all records concerning Stephen Malloy." Although Respondent engaged in subsequent correspondence with Complainant regarding his request, including by stating that it had responded to his request on February 7, 2019, when it evidently provided Complainant 136 pages of documents, Respondent contends that the Task Force lacks jurisdiction because Respondent is a branch of the State or a statewide administrative agency. Cal. Const., art. IX, §9; *Regents of the Univ. of Cal. v. City of*

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TO: Sunshine Ordinance Task Force
 DATE: February 19, 2020
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 RE: Complaint No. 19138: Stephen Malloy v. University of California, San Francisco

Santa Monica (1978) 77 Cal.App.3d 130, 135. Section 9(a) of article IX of the California Constitution states:

The University of California shall constitute a public trust, to be administered by the existing corporation known as "The Regents of the University of California," with full powers of organization and government, subject only to such legislative control as may be necessary to insure the security of its funds and compliance with the terms of the endowments of the university and such competitive bidding procedures as may be made applicable to the university by statute for the letting of construction contracts, sales of real property, and purchasing of materials, goods, and services.

Additionally, the Sunshine Ordinance's public records requirements generally apply to a "department," which is defined as "a department of the City and County of San Francisco." S.F. Admin. Code section 67.20(a). It is undisputed that Respondent is not a department of the City and County of San Francisco.

Complainant offers no argument that Respondent is generally subject to the Task Force's jurisdiction, but he cites a provision in the contract between the City and Respondent, which reads:

In accordance with San Francisco Administrative Code §67.24(e), contracts, contractors' bids, responses to requests for proposals and all other records of communications between the department and persons or firms seeking contracts, shall be open to inspection immediately after a contract has been awarded. Nothing in this provision requires the disclosure of a private person or organization's net worth or other proprietary financial data submitted for qualification for a contract or other benefit until and unless that person or organization is awarded the contract or benefit. Information provided which is covered by this paragraph will be made available to the public upon request.

However, this provision does not appear to make Respondent subject to the Sunshine Ordinance. Rather, it simply informs a contractor, such as Respondent, that certain information may be subject to disclosure. Regardless, it appears that Respondent has provided responsive documents to Complainant, thus potentially rendering the question of jurisdiction moot.

QUESTIONS THAT MIGHT ASSIST IN DETERMINING FACTS

- What is the basis for Complainant's contention that additional responsive documents exist that have not been produced?

LEGAL ISSUES/LEGAL DETERMINATIONS

- Is Respondent subject to the jurisdiction of the Task Force?
- If so, did Respondent violate the Sunshine Ordinance or the CPRA by failing to provide a timely and complete response to Complainant's document request?

**MEMORANDUM
PRIVILEGED & CONFIDENTIAL**

TO: Sunshine Ordinance Task Force
DATE: February 19, 2020
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RE: Complaint No. 19138: Stephen Malloy v. University of California, San Francisco

CONCLUSION

THE TASK FORCE FINDS THE FOLLOWING FACTS TO BE TRUE:

THE TASK FORCE FINDS THE ALLEGED VIOLATIONS TO BE **TRUE OR NOT TRUE.**

* * *

**MEMORANDUM
PRIVILEGED & CONFIDENTIAL**

TO: Sunshine Ordinance Task Force
DATE: February 19, 2020
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RE: Complaint No. 19138: Stephen Malloy v. University of California, San Francisco

**CHAPTER 67, SAN FRANCISCO ADMINISTRATIVE CODE (SUNSHINE
ORDINANCE)****SEC. 67.21. PROCESS FOR GAINING ACCESS TO PUBLIC RECORDS;
ADMINISTRATIVE APPEALS**

(a) Every person having custody of any public record or public information, as defined herein, (hereinafter referred to as a custodian of a public record) shall, at normal times and during normal and reasonable hours of operation, without unreasonable delay, and without requiring an appointment, permit the public record, or any segregable portion of a record, to be inspected and examined by any person and shall furnish one copy thereof upon payment of a reasonable copying charge, not to exceed the lesser of the actual cost or ten cents per page.

(b) A custodian of a public record shall, as soon as possible and within ten days following receipt of a request for inspection or copy of a public record, comply with such request. Such request may be delivered to the office of the custodian by the requester orally or in writing by fax, postal delivery, or e-mail. If the custodian believes the record or information requested is not a public record or is exempt, the custodian shall justify withholding any record by demonstrating, in writing as soon as possible and within ten days following receipt of a request, that the record in question is exempt under express provisions of this ordinance.

(c) A custodian of a public record shall assist a requester in identifying the existence, form, and nature of any records or information maintained by, available to, or in the custody of the custodian, whether or not the contents of those records are exempt from disclosure and shall, when requested to do so, provide in writing within seven days following receipt of a request, a statement as to the existence, quantity, form and nature of records relating to a particular subject or questions with enough specificity to enable a requester to identify records in order to make a request under (b). A custodian of any public record, when not in possession of the record requested, shall assist a requester in directing a request to the proper office or staff person.

(d) If the custodian refuses, fails to comply, or incompletely complies with a request described in (b), the person making the request may petition the supervisor of records for a determination whether the record requested is public. The supervisor of records shall inform the petitioner, as soon as possible and within 10 days, of its determination whether the record requested, or any part of the record requested, is public. Where requested by the petition, and where otherwise desirable, this determination shall be in writing. Upon the determination by the supervisor of records that the record is public, the supervisor of records shall immediately order the custodian of the public record to comply with the person's request. If the custodian refuses or fails to comply with any such order within 5 days, the supervisor of records shall notify the district attorney or the attorney general who shall take whatever measures she or he deems necessary and appropriate to insure compliance with the provisions of this ordinance.

(e) If the custodian refuses, fails to comply, or incompletely complies with a request described in (b) above or if a petition is denied or not acted on by the supervisor of public records, the person making the request may petition the Sunshine Task Force for a determination whether the record requested is public. The Sunshine Task Force shall inform the petitioner, as soon as possible and within 2 days after its next meeting but in no case later than 45 days from when a petition in writing is received, of its determination whether the record requested, or any

**MEMORANDUM
PRIVILEGED & CONFIDENTIAL**

TO: Sunshine Ordinance Task Force
DATE: February 19, 2020
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part of the record requested, is public. Where requested by the petition, and where otherwise desirable, this determination shall be in writing. Upon the determination that the record is public, the Sunshine Task Force shall immediately order the custodian of the public record to comply with the person's request. If the custodian refuses or fails to comply with any such order within 5 days, the Sunshine Task Force shall notify the district attorney or the attorney general who may take whatever measures she or he deems necessary to insure compliance with the provisions of this ordinance. The Board of Supervisors and the City Attorney's office shall provide sufficient staff and resources to allow the Sunshine Task Force to fulfill its duties under this provision. Where requested by the petition, the Sunshine Task Force may conduct a public hearing concerning the records request denial. An authorized representative of the custodian of the public records requested shall attend any hearing and explain the basis for its decision to withhold the records requested.

(f) The administrative remedy provided under this article shall in no way limit the availability of other administrative remedies provided to any person with respect to any officer or employee of any agency, executive office, department or board; nor shall the administrative remedy provided by this section in any way limit the availability of judicial remedies otherwise available to any person requesting a public record. If a custodian of a public record refuses or fails to comply with the request of any person for inspection or copy of a public record or with an administrative order under this section, the superior court shall have jurisdiction to order compliance.

(g) In any court proceeding pursuant to this article there shall be a presumption that the record sought is public, and the burden shall be upon the custodian to prove with specificity the exemption which applies.

(h) On at least an annual basis, and as otherwise requested by the Sunshine Ordinance Task Force, the supervisor of public records shall prepare a tally and report of every petition brought before it for access to records since the time of its last tally and report. The report shall at least identify for each petition the record or records sought, the custodian of those records, the ruling of the supervisor of public records, whether any ruling was overturned by a court and whether orders given to custodians of public records were followed. The report shall also summarize any court actions during that period regarding petitions the Supervisor has decided. At the request of the Sunshine Ordinance Task Force, the report shall also include copies of all rulings made by the supervisor of public records and all opinions issued.

(i) The San Francisco City Attorney's office shall act to protect and secure the rights of the people of San Francisco to access public information and public meetings and shall not act as legal counsel for any city employee or any person having custody of any public record for purposes of denying access to the public. The City Attorney may publish legal opinions in response to a request from any person as to whether a record or information is public. All communications with the City Attorney's Office with regard to this ordinance, including petitions, requests for opinion, and opinions shall be public records.

(j) Notwithstanding the provisions of this section, the City Attorney may defend the City or a City Employee in litigation under this ordinance that is actually filed in court to any extent required by the City Charter or California Law.

**MEMORANDUM
PRIVILEGED & CONFIDENTIAL**

TO: Sunshine Ordinance Task Force
DATE: February 19, 2020
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(k) Release of documentary public information, whether for inspection of the original or by providing a copy, shall be governed by the California Public Records Act (Government Code Section 6250 et seq.) in particulars not addressed by this ordinance and in accordance with the enhanced disclosure requirements provided in this ordinance.

(l) Inspection and copying of documentary public information stored in electronic form shall be made available to the person requesting the information in any form requested which is available to or easily generated by the department, its officers or employees, including disk, tape, printout or monitor at a charge no greater than the cost of the media on which it is duplicated. Inspection of documentary public information on a computer monitor need not be allowed where the information sought is necessarily and unseparably intertwined with information not subject to disclosure under this ordinance. Nothing in this section shall require a department to program or reprogram a computer to respond to a request for information or to release information where the release of that information would violate a licensing agreement or copyright law.

CALIFORNIA GOVERNMENT CODE (CPRA)**SEC. 6253.**

(a) Public records are open to inspection at all times during the office hours of the state or local agency and every person has a right to inspect any public record, except as hereafter provided. Any reasonably segregable portion of a record shall be available for inspection by any person requesting the record after deletion of the portions that are exempted by law.

(b) Except with respect to public records exempt from disclosure by express provisions of law, each state or local agency, upon a request for a copy of records that reasonably describes an identifiable record or records, shall make the records promptly available to any person upon payment of fees covering direct costs of duplication, or a statutory fee if applicable. Upon request, an exact copy shall be provided unless impracticable to do so.

(c) Each agency, upon a request for a copy of records, shall, within 10 days from receipt of the request, determine whether the request, in whole or in part, seeks copies of disclosable public records in the possession of the agency and shall promptly notify the person making the request of the determination and the reasons therefor. In unusual circumstances, the time limit prescribed in this section may be extended by written notice by the head of the agency or his or her designee to the person making the request, setting forth the reasons for the extension and the date on which a determination is expected to be dispatched. No notice shall specify a date that would result in an extension for more than 14 days. When the agency dispatches the determination, and if the agency determines that the request seeks disclosable public records, the agency shall state the estimated date and time when the records will be made available. As used in this section, "unusual circumstances" means the following, but only to the extent reasonably necessary to the proper processing of the particular request:

**MEMORANDUM
PRIVILEGED & CONFIDENTIAL**

TO: Sunshine Ordinance Task Force
DATE: February 19, 2020
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- (1) The need to search for and collect the requested records from field facilities or other establishments that are separate from the office processing the request.
- (2) The need to search for, collect, and appropriately examine a voluminous amount of separate and distinct records that are demanded in a single request.
- (3) The need for consultation, which shall be conducted with all practicable speed, with another agency having substantial interest in the determination of the request or among two or more components of the agency having substantial subject matter interest therein.
- (4) The need to compile data, to write programming language or a computer program, or to construct a computer report to extract data.
- (d) Nothing in this chapter shall be construed to permit an agency to delay or obstruct the inspection or copying of public records. The notification of denial of any request for records required by Section 6255 shall set forth the names and titles or positions of each person responsible for the denial.
- (e) Except as otherwise prohibited by law, a state or local agency may adopt requirements for itself that allow for faster, more efficient, or greater access to records than prescribed by the minimum standards set forth in this chapter.
- (f) In addition to maintaining public records for public inspection during the office hours of the public agency, a public agency may comply with subdivision (a) by posting any public record on its Internet Web site and, in response to a request for a public record posted on the Internet Web site, directing a member of the public to the location on the Internet Web site where the public record is posted. However, if after the public agency directs a member of the public to the Internet Web site, the member of the public requesting the public record requests a copy of the public record due to an inability to access or reproduce the public record from the Internet Web site, the public agency shall promptly provide a copy of the public record pursuant to subdivision (b).

**Sunshine Ordinance Task Force
Complaint Summary**

File No. 19138

Stephen Malloy v. University of California, San Francisco, the Regents of the University of California

Date filed with SOTF: 12/11/19

Contacts information (Complainant information listed first):

Stephen Malloy (grovestand2012@gmail.com) (Complainant)

University of California, the Regents of the University of California, Office of the Chancellor,
Box 0402, 550 16th St., San Francisco, 94143 (chancellor@ucsf.edu) (Respondent)

File No. 19138: Complaint filed by Stephen Malloy against the University of California, Regents of the University of California, for allegedly violating Administrative Code (Sunshine Ordinance), Sections 67.21, by failing to respond to a public records request in a timely and/or complete manner.

Administrative Summary if applicable:

Complaint Attached.

Complainant/Petitioners Documents Submission

Leger, Cheryl (BOS)

From: SGM <grovestand2012@gmail.com>
Sent: Wednesday, September 30, 2020 5:36 PM
To: SOTF, (BOS)
Subject: Re: Sunshine Ordinance Task Force, File No. 19138 - University of California and the Regents of the University of California
Attachments: UCSF SOTF Reply 9.30.20.pdf

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Thanks Cheryl.

As the Regents know they are contractually obligated to me and the SOTF.

Their obfuscation is meritless under the contract and SOTF jurisdiction which stands.

Whether or not they choose to show on October 7, 2020 for the hearing is on them. I will be in attendance.

Best,

Stephen Malloy

On Sep 30, 2020, at 4:10 PM, SOTF, (BOS) <sotf@sfgov.org> wrote:

Stephen: I just received the email and attachment.

Cheryl Leger
Assistant Clerk, Board of Supervisors
Cheryl.Leger@sfgov.org
Tel: 415-554-7724
Fax: 415-554-5163
www.sfbos.org



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From: Meg Naizghi <mnaizghi@grsm.com>
Sent: Wednesday, September 30, 2020 3:37 PM
To: SOTF, (BOS) <sotf@sfgov.org>
Cc: Cityattorney <Cityattorney@sfcityatty.org>; Schnetzler, Greta (UCSF) <Greta.Schnetzler@ucsf.edu>; Dellner, Tom (UCSF) <Tom.Dellner@ucsf.edu>; Marcie Fitzsimmons <misom@grsm.com>
Subject: Sunshine Ordinance Task Force, File No. 19138 - University of California and the Regents of the University of California

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Good Afternoon,

Attached please find a letter from Greta Schnetzler regarding the referenced matter.

Thank you.

MEG NAIZGHI | Legal Assistant to Marcie Fitzsimmons

GORDON REES SCULLY MANSUKHANI
YOUR 50 STATE PARTNER®

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San Francisco, CA 94111
P: 415-986-5900 | F: 415-986-8054 | mnaizghi@grsm.com

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Ann Sparkman
Deputy Campus Counsel
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Chief Medical Center Counsel

Darnele L. Wright
Deputy Campus Counsel

Christine Haas Georgiev
Senior Counsel

Kathryn (Kate) M. Mente
Senior Counsel

Colin Leary
Senior Counsel

September 30, 2020

**Re: Sunshine Ordinance Task Force, File No. 19138
University of California and the Regents of the University of California¹**

Dear Sunshine Ordinance Task Force,

As set forth in my prior letter dated December 26, 2019, the Sunshine Ordinance Task Force (“SOTF”) does not have jurisdiction in this matter. Sunshine Ordinance Task Force, Public Complaint Procedure, B.4 states: “The case must be under the jurisdiction of the SOTF.”

The complaint complains against the University of California and the Regents of the University of California. Under the California Constitution, art. IX, § 9, the University of California and the Regents of the University of California are characterized as a “branch” of the State of California or “a statewide administrative agency.” *Regents of the Univ. of Calif. v. City of Santa Monica* (1978) 77 Cal. App. 3d 130, 135. The SOTF only has jurisdiction over entities of the government of the City and County of San Francisco. See Sunshine Ordinance Sec. 67.1(b) (“Elected officials, commissions, boards, councils and other agencies of the City and County exist to conduct the people’s business”), emphasis added; 67.3(a) (“‘City’ shall mean the City and County of San Francisco”). As state entities and “[i]n view of the virtually plenary power of the Regents in the regulation of affairs relating to the university,” the University of California and the Regents of the University of California are not subject to municipal regulation. *Regents of the Univ. of Calif. v. City of Santa Monica* (1978) 77 Cal. App. 3d at 136.

Bruce Wolf, the Chair of the SOTF, acknowledged that the University of California is “not within the jurisdiction of the San Francisco”

¹ In providing this response we are not submitting to the SOTF’s jurisdiction and reserve the right to continue to contest jurisdiction.



Sunshine Ordinance” in his December 30, 2019 email. (See Exhibit 1 [Emphasis in Original]). He wrote:

Respectfully, in the interest of not wasting your time, the University of California is a state institution and is *not* a City and County of San Francisco institution, department or agency thus is not within the jurisdiction of the San Francisco Sunshine Ordinance despite one of its campuses being geographically located here. Thus, only the CPRA is applicable and not the local San Francisco Sunshine Ordinance. Our process is solely for use within the confines of City and County of San Francisco departments, commissions, boards and agencies. Unless you have some evidence to the contrary, the outcome of a hearing regarding jurisdiction would likely not be in your favor.

This was likewise echoed by Deputy City Attorney, Peder J.V. Thoreen, in a February 19, 2020 memorandum to SOTF. (See Exhibit 2.) He wrote:

Complainant offers no argument that Respondent is generally subject to the Task Force's jurisdiction, but he cites a provision in the contract between the City and Respondent, which reads:

In accordance with San Francisco Administrative Code §67.24(e), contracts, contractors' bids, responses to requests for proposals and all other records of communications between the department and persons or firms seeking contracts, shall be open to inspection immediately after a contract has been awarded. Nothing in this provision requires the disclosure of a private person or organization's net worth or other proprietary financial data submitted for qualification for a contract or other benefit until and unless that person or organization is awarded the contract or benefit. Information provided which is covered by this paragraph will be made available to the public upon request.

However, this provision does not appear to make Respondent subject to the Sunshine Ordinance. Rather, it simply informs a contractor, such as Respondent, that certain information may be subject to disclosure. Regardless, it appears that Respondent has provided responsive documents to Complainant, thus potentially rendering the question of jurisdiction moot.

Indeed, there is nothing in the contract between the City of San Francisco and the Regents that grants SOTF jurisdiction. Appendix G of that agreement, which pertains to Substance Use Disorder Services, states nothing about conferring jurisdiction, the SOTF, or the production of public records. (See Exhibit 3.) At most, Appendix G references making records available pursuant to an official audit, but not to force the University to produce records to any member of the public empowered by the San Francisco Sunshine Ordinance.

Please contact me at greta.schnetzler@ucsf.edu for further communications on this matter.

Sincerely,

DocuSigned by:
Greta Schnetzler
32086F63E836457...

Greta W. Schnetzler

cc: Dennis Herrera (cityattorney@sfcityatty.org)

Encl.

EXHIBIT 1

Please see the response from Chair Bruce Wolfe of the SOTF below regarding your complaint against UCSF. Hope you had a nice holiday.

Cheryl Leger

Assistant Clerk, Board of Supervisors

Tel: 415-554-7724

<image001.png>

Click [here](#) to complete a Board of Supervisors Customer Service Satisfaction form.

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From: Bruce Wolfe <sotf@brucewolfe.net>

Sent: Monday, December 30, 2019 3:06 PM

To: SOTF, (BOS) <sotf@sfgov.org>

Subject: Re: SOTF - Complaint Filed with the Sunshine Ordinance Task Force - File No. 19138

This message is from outside the City email system. Do not open links or attachments from untrusted sources.

Please send a message to Mr. Malloy:

Dear Mr. Malloy --

Respectfully, in the interest of not wasting your time, the University of California is a state institution and is not a City and County of San Francisco institution, department or agency thus is not within the jurisdiction of the San Francisco Sunshine Ordinance despite one of its campuses being geographically located here. Thus, only the CPRA is applicable and not the local San Francisco Sunshine Ordinance. Our process is solely for use within the confines of City and County of San Francisco departments, commissions, boards and agencies. Unless you have some evidence to the contrary, the outcome of a hearing regarding jurisdiction would likely not be in your favor.

You are free to have your file heard and we will schedule it but we are obligated to provide administrative support and consultations to the public in this way. *Please advise.*

Yours,

Bruce Wolfe, Chair

SF Sunshine Ordinance Task Force

(Response is very limited during business hours on business days and holidays)

~~~~~

On Thu, Dec 19, 2019 at 3:24 PM SOTF, (BOS) <[sotf@sfgov.org](mailto:sotf@sfgov.org)> wrote:

Good Afternoon:

The University of California and the Regents of the University of California have been named as Respondents in the attached complaint filed with the Sunshine Ordinance Task Force. Please respond to the following complaint/request within five business days.

**The Respondent is required to submit a written response to the allegations including any and all supporting documents, recordings, electronic media, etc., to the Task Force**

# **EXHIBIT 2**



DENNIS J. HERRERA  
City Attorney

PEDER J. V. THOREEN  
Deputy City Attorney

Direct Dial: (415) 554-3846  
Email: Peder.Thoreen@sfcityattty.org

**MEMORANDUM  
PRIVILEGED AND CONFIDENTIAL**

TO: Sunshine Ordinance Task Force  
FROM: Peder J. V. Thoreen  
Deputy City Attorney  
DATE: February 19, 2020  
RE: Complaint No. 19138: Stephen Malloy v. University of California, San Francisco

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**COMPLAINT**

Complainant Stephen Malloy ("Complainant") alleges that the University of California, San Francisco ("Respondent") violated the Sunshine Ordinance by failing to respond to Complainant's request in a timely and complete manner.

**COMPLAINANT FILES COMPLAINT**

Complainant filed this complaint with the Task Force on December 11, 2019, alleging that Respondent violated Administrative Code section 67.21.

**JURISDICTION**

The primary question in this matter is whether the Task Force has jurisdiction, as discussed further below.

**APPLICABLE STATUTORY SECTION(S)**

**Section 67 of the San Francisco Administrative Code:**

- Section 67.21 governs responses to a public records request generally.

**Cal. Government Code (CPRA)**

- Section 6253 sets forth the general requirements for the production of records.

**APPLICABLE CASE LAW**

- *Regents of the Univ. of Cal. v. City of Santa Monica* (1978) 77 Cal. App. 3d 130, 135 (holding that the regents were not subject to municipal regulation).

**BACKGROUND**

On November 5, 2019, Complainant filed a request with Respondent for "all records concerning Stephen Malloy." Although Respondent engaged in subsequent correspondence with Complainant regarding his request, including by stating that it had responded to his request on February 7, 2019, when it evidently provided Complainant 136 pages of documents, Respondent contends that the Task Force lacks jurisdiction because Respondent is a branch of the State or a statewide administrative agency. Cal. Const., art. IX, §9; *Regents of the Univ. of Cal. v. City of*

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*Santa Monica* (1978) 77 Cal.App.3d 130, 135. Section 9(a) of article IX of the California Constitution states:

The University of California shall constitute a public trust, to be administered by the existing corporation known as "The Regents of the University of California," with full powers of organization and government, subject only to such legislative control as may be necessary to insure the security of its funds and compliance with the terms of the endowments of the university and such competitive bidding procedures as may be made applicable to the university by statute for the letting of construction contracts, sales of real property, and purchasing of materials, goods, and services.

Additionally, the Sunshine Ordinance's public records requirements generally apply to a "department," which is defined as "a department of the City and County of San Francisco." S.F. Admin. Code section 67.20(a). It is undisputed that Respondent is not a department of the City and County of San Francisco.

Complainant offers no argument that Respondent is generally subject to the Task Force's jurisdiction, but he cites a provision in the contract between the City and Respondent, which reads:

In accordance with San Francisco Administrative Code §67.24(e), contracts, contractors' bids, responses to requests for proposals and all other records of communications between the department and persons or firms seeking contracts, shall be open to inspection immediately after a contract has been awarded. Nothing in this provision requires the disclosure of a private person or organization's net worth or other proprietary financial data submitted for qualification for a contract or other benefit until and unless that person or organization is awarded the contract or benefit. Information provided which is covered by this paragraph will be made available to the public upon request.

However, this provision does not appear to make Respondent subject to the Sunshine Ordinance. Rather, it simply informs a contractor, such as Respondent, that certain information may be subject to disclosure. Regardless, it appears that Respondent has provided responsive documents to Complainant, thus potentially rendering the question of jurisdiction moot.

**QUESTIONS THAT MIGHT ASSIST IN DETERMINING FACTS**

- What is the basis for Complainant's contention that additional responsive documents exist that have not been produced?

**LEGAL ISSUES/LEGAL DETERMINATIONS**

- Is Respondent subject to the jurisdiction of the Task Force?
- If so, did Respondent violate the Sunshine Ordinance or the CPRA by failing to provide a timely and complete response to Complainant's document request?



**MEMORANDUM  
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**CONCLUSION**

THE TASK FORCE FINDS THE FOLLOWING FACTS TO BE TRUE:

THE TASK FORCE FINDS THE ALLEGED VIOLATIONS TO BE **TRUE OR NOT TRUE.**

\* \* \*

**MEMORANDUM  
PRIVILEGED & CONFIDENTIAL**

TO: Sunshine Ordinance Task Force  
DATE: February 19, 2020  
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**CHAPTER 67, SAN FRANCISCO ADMINISTRATIVE CODE (SUNSHINE  
ORDINANCE)**

**SEC. 67.21. PROCESS FOR GAINING ACCESS TO PUBLIC RECORDS;  
ADMINISTRATIVE APPEALS**

(a) Every person having custody of any public record or public information, as defined herein, (hereinafter referred to as a custodian of a public record) shall, at normal times and during normal and reasonable hours of operation, without unreasonable delay, and without requiring an appointment, permit the public record, or any segregable portion of a record, to be inspected and examined by any person and shall furnish one copy thereof upon payment of a reasonable copying charge, not to exceed the lesser of the actual cost or ten cents per page.

(b) A custodian of a public record shall, as soon as possible and within ten days following receipt of a request for inspection or copy of a public record, comply with such request. Such request may be delivered to the office of the custodian by the requester orally or in writing by fax, postal delivery, or e-mail. If the custodian believes the record or information requested is not a public record or is exempt, the custodian shall justify withholding any record by demonstrating, in writing as soon as possible and within ten days following receipt of a request, that the record in question is exempt under express provisions of this ordinance.

(c) A custodian of a public record shall assist a requester in identifying the existence, form, and nature of any records or information maintained by, available to, or in the custody of the custodian, whether or not the contents of those records are exempt from disclosure and shall, when requested to do so, provide in writing within seven days following receipt of a request, a statement as to the existence, quantity, form and nature of records relating to a particular subject or questions with enough specificity to enable a requester to identify records in order to make a request under (b). A custodian of any public record, when not in possession of the record requested, shall assist a requester in directing a request to the proper office or staff person.

(d) If the custodian refuses, fails to comply, or incompletely complies with a request described in (b), the person making the request may petition the supervisor of records for a determination whether the record requested is public. The supervisor of records shall inform the petitioner, as soon as possible and within 10 days, of its determination whether the record requested, or any part of the record requested, is public. Where requested by the petitioner, and where otherwise desirable, this determination shall be in writing. Upon the determination by the supervisor of records that the record is public, the supervisor of records shall immediately order the custodian of the public record to comply with the person's request. If the custodian refuses or fails to comply with any such order within 5 days, the supervisor of records shall notify the district attorney or the attorney general who shall take whatever measures she or he deems necessary and appropriate to insure compliance with the provisions of this ordinance.

(e) If the custodian refuses, fails to comply, or incompletely complies with a request described in (b) above or if a petition is denied or not acted on by the supervisor of public records, the person making the request may petition the Sunshine Task Force for a determination whether the record requested is public. The Sunshine Task Force shall inform the petitioner, as soon as possible and within 2 days after its next meeting but in no case later than 45 days from when a petition in writing is received, of its determination whether the record requested, or any

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part of the record requested, is public. Where requested by the petition, and where otherwise desirable, this determination shall be in writing. Upon the determination that the record is public, the Sunshine Task Force shall immediately order the custodian of the public record to comply with the person's request. If the custodian refuses or fails to comply with any such order within 5 days, the Sunshine Task Force shall notify the district attorney or the attorney general who may take whatever measures she or he deems necessary to insure compliance with the provisions of this ordinance. The Board of Supervisors and the City Attorney's office shall provide sufficient staff and resources to allow the Sunshine Task Force to fulfill its duties under this provision. Where requested by the petition, the Sunshine Task Force may conduct a public hearing concerning the records request denial. An authorized representative of the custodian of the public records requested shall attend any hearing and explain the basis for its decision to withhold the records requested.

(f) The administrative remedy provided under this article shall in no way limit the availability of other administrative remedies provided to any person with respect to any officer or employee of any agency, executive office, department or board; nor shall the administrative remedy provided by this section in any way limit the availability of judicial remedies otherwise available to any person requesting a public record. If a custodian of a public record refuses or fails to comply with the request of any person for inspection or copy of a public record or with an administrative order under this section, the superior court shall have jurisdiction to order compliance.

(g) In any court proceeding pursuant to this article there shall be a presumption that the record sought is public, and the burden shall be upon the custodian to prove with specificity the exemption which applies.

(h) On at least an annual basis, and as otherwise requested by the Sunshine Ordinance Task Force, the supervisor of public records shall prepare a tally and report of every petition brought before it for access to records since the time of its last tally and report. The report shall at least identify for each petition the record or records sought, the custodian of those records, the ruling of the supervisor of public records, whether any ruling was overturned by a court and whether orders given to custodians of public records were followed. The report shall also summarize any court actions during that period regarding petitions the Supervisor has decided. At the request of the Sunshine Ordinance Task Force, the report shall also include copies of all rulings made by the supervisor of public records and all opinions issued.

(i) The San Francisco City Attorney's office shall act to protect and secure the rights of the people of San Francisco to access public information and public meetings and shall not act as legal counsel for any city employee or any person having custody of any public record for purposes of denying access to the public. The City Attorney may publish legal opinions in response to a request from any person as to whether a record or information is public. All communications with the City Attorney's Office with regard to this ordinance, including petitions, requests for opinion, and opinions shall be public records.

(j) Notwithstanding the provisions of this section, the City Attorney may defend the City or a City Employee in litigation under this ordinance that is actually filed in court to any extent required by the City Charter or California Law.

**MEMORANDUM  
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(k) Release of documentary public information, whether for inspection of the original or by providing a copy, shall be governed by the California Public Records Act (Government Code Section 6250 et seq.) in particulars not addressed by this ordinance and in accordance with the enhanced disclosure requirements provided in this ordinance.

(l) Inspection and copying of documentary public information stored in electronic form shall be made available to the person requesting the information in any form requested which is available to or easily generated by the department, its officers or employees, including disk, tape, printout or monitor at a charge no greater than the cost of the media on which it is duplicated. Inspection of documentary public information on a computer monitor need not be allowed where the information sought is necessarily and unseparably intertwined with information not subject to disclosure under this ordinance. Nothing in this section shall require a department to program or reprogram a computer to respond to a request for information or to release information where the release of that information would violate a licensing agreement or copyright law.

**CALIFORNIA GOVERNMENT CODE (CPRA)****SEC. 6253.**

(a) Public records are open to inspection at all times during the office hours of the state or local agency and every person has a right to inspect any public record, except as hereafter provided. Any reasonably segregable portion of a record shall be available for inspection by any person requesting the record after deletion of the portions that are exempted by law.

(b) Except with respect to public records exempt from disclosure by express provisions of law, each state or local agency, upon a request for a copy of records that reasonably describes an identifiable record or records, shall make the records promptly available to any person upon payment of fees covering direct costs of duplication, or a statutory fee if applicable. Upon request, an exact copy shall be provided unless impracticable to do so.

(c) Each agency, upon a request for a copy of records, shall, within 10 days from receipt of the request, determine whether the request, in whole or in part, seeks copies of disclosable public records in the possession of the agency and shall promptly notify the person making the request of the determination and the reasons therefor. In unusual circumstances, the time limit prescribed in this section may be extended by written notice by the head of the agency or his or her designee to the person making the request, setting forth the reasons for the extension and the date on which a determination is expected to be dispatched. No notice shall specify a date that would result in an extension for more than 14 days. When the agency dispatches the determination, and if the agency determines that the request seeks disclosable public records, the agency shall state the estimated date and time when the records will be made available. As used in this section, "unusual circumstances" means the following, but only to the extent reasonably necessary to the proper processing of the particular request:

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- (1) The need to search for and collect the requested records from field facilities or other establishments that are separate from the office processing the request.
- (2) The need to search for, collect, and appropriately examine a voluminous amount of separate and distinct records that are demanded in a single request.
- (3) The need for consultation, which shall be conducted with all practicable speed, with another agency having substantial interest in the determination of the request or among two or more components of the agency having substantial subject matter interest therein.
- (4) The need to compile data, to write programming language or a computer program, or to construct a computer report to extract data.
- (d) Nothing in this chapter shall be construed to permit an agency to delay or obstruct the inspection or copying of public records. The notification of denial of any request for records required by Section 6255 shall set forth the names and titles or positions of each person responsible for the denial.
- (e) Except as otherwise prohibited by law, a state or local agency may adopt requirements for itself that allow for faster, more efficient, or greater access to records than prescribed by the minimum standards set forth in this chapter.
- (f) In addition to maintaining public records for public inspection during the office hours of the public agency, a public agency may comply with subdivision (a) by posting any public record on its Internet Web site and, in response to a request for a public record posted on the Internet Web site, directing a member of the public to the location on the Internet Web site where the public record is posted. However, if after the public agency directs a member of the public to the Internet Web site, the member of the public requesting the public record requests a copy of the public record due to an inability to access or reproduce the public record from the Internet Web site, the public agency shall promptly provide a copy of the public record pursuant to subdivision (b).

# **EXHIBIT 3**

Appendix G

**SUBSTANCE USE DISORDER SERVICES**

such as

**Drug Medi-Cal,  
Federal Substance Abuse Prevention And Treatment (SAPT) Block Grant,  
Primary Prevention or  
State Funded Services**

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

Drug Medi-Cal (DMC) services for substance use treatment in the Contractor's service area pursuant to Sections 11848.5(a) and (b) of the Health and Safety Code (hereinafter referred to as HSC), Sections 14021.51 – 14021.53, and 14124.20 – 14124.25 of the Welfare and Institutions Code (hereinafter referred to as W&IC), and Title 22 of the California Code of Regulations (hereinafter referred to as Title 22), Sections 51341.1, 51490.1, and 51516.1, and Part 438 of the Code of Federal Regulations, hereinafter referred to as 42 CFR 438.

The City and County of San Francisco and the provider enter into this Intergovernmental Agreement by authority of Title 45 of the Code of Federal Regulations Part 96 (45 CFR Part 96), Substance Abuse Prevention and Treatment Block Grants (SAPT Block Grant) for the purpose of planning, carrying out, and evaluating activities to prevent and treat substance abuse. SAPT Block Grant recipients must adhere to Substance Abuse and Mental Health Administration's (SAMHSA) National Outcome Measures (NOMs).

The objective is to make substance use treatment services available to Medi-Cal and other non-DMC beneficiaries through utilization of federal and state funds available pursuant to Title XIX and Title XXI of the Social Security Act and the SAPT Block Grant for reimbursable covered services rendered by certified DMC providers.

**Reference Documents**

Document 1A: Title 45, Code of Federal Regulations 96, Subparts C and L, Substance Abuse Prevention and Treatment Block Grant Requirements

<https://www.gpo.gov/fdsys/granule/CFR-2005-title45-vol1/CFR-2005-title45-vol1-part96>

Document 1B: Title 42, Code of Federal Regulations, Charitable Choice Regulations

<https://www.law.cornell.edu/cfr/text/42/part-54>

Document 1C: Driving-Under-the-Influence Program Requirements

Document 1F(a): Reporting Requirement Matrix – County Submission Requirements for the Department of Health Care Services

Document 1G: Perinatal Services Network Guidelines 2016

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Original Agreement, Contract ID# 1000010136  
Appendix G

UC SFGH Clinical Practice Group SFGH/Comm Focus PGM  
July 1, 2018

Document 1H(a): Service Code Descriptions

Document 1J(a): Non-Drug Medi-Cal Audit Appeals Process

Document 1J(b): DMC Audit Appeals Process

Document 1K: Drug and Alcohol Treatment Access Report (DATAR)

<http://www.dhcs.ca.gov/provgovpart/Pages/DATAR.aspx>

Document 1P: Alcohol and/or Other Drug Program Certification Standards (March 15, 2004)

[http://www.dhcs.ca.gov/provgovpart/Pages/Facility\\_Certification.aspx](http://www.dhcs.ca.gov/provgovpart/Pages/Facility_Certification.aspx)

Document 1T: CalOMS Prevention Data Quality Standards

Document 1V: Youth Treatment Guidelines

[http://www.dhcs.ca.gov/individuals/Documents/Youth\\_Treatment\\_Guidelines.pdf](http://www.dhcs.ca.gov/individuals/Documents/Youth_Treatment_Guidelines.pdf)

Document 2A: Sobky v. Smoley, Judgment, Signed February 1, 1995

Document 2C: Title 22, California Code of Regulations

<http://ccr.oal.ca.gov>

Document 2E: Drug Medi-Cal Certification Standards for Substance Abuse Clinics (Updated July 1, 2004)

[http://www.dhcs.ca.gov/services/adp/Documents/DMCA\\_Drug\\_Medi-Cal\\_Certification\\_Standards.pdf](http://www.dhcs.ca.gov/services/adp/Documents/DMCA_Drug_Medi-Cal_Certification_Standards.pdf)

Document 2F: Standards for Drug Treatment Programs (October 21, 1981)

[http://www.dhcs.ca.gov/services/adp/Documents/DMCA\\_Standards\\_for\\_Drug\\_Treatment\\_Programs.pdf](http://www.dhcs.ca.gov/services/adp/Documents/DMCA_Standards_for_Drug_Treatment_Programs.pdf)

Document 2G Drug Medi-Cal Billing Manual

[http://www.dhcs.ca.gov/formsandpubs/Documents/Info%20Notice%202015/DMC\\_Billing\\_Manual%20FINAL.pdf](http://www.dhcs.ca.gov/formsandpubs/Documents/Info%20Notice%202015/DMC_Billing_Manual%20FINAL.pdf)

Document 2K: Multiple Billing Override Certification (MC 6700)

Document 2L(a): Good Cause Certification (6065A)

Document 2L(b): Good Cause Certification (6065B)

Document 2P: County Certification - Cost Report Year-End Claim For Reimbursement



Document 2P(a): Drug Medi-Cal Cost Report Forms – Intensive Outpatient Treatment – Non-Perinatal (form and instructions)

Document 2P(b): Drug Medi-Cal Cost Report Forms – Intensive Outpatient Treatment – Perinatal (form and instructions)

Document 2P(c): Drug Medi-Cal Cost Report Forms – Outpatient Drug Free Individual Counseling – Non-Perinatal (form and instructions)

Document 2P(d): Drug Medi-Cal Cost Report Forms – Outpatient Drug Free Individual Counseling – Perinatal (form and instructions)

Document 2P(e): Drug Medi-Cal Cost Report Forms – Outpatient Drug Free Group Counseling – Non-Perinatal (form and instructions)

Document 2P(f): Drug Medi-Cal Cost Report Forms – Outpatient Drug Free Group Counseling – Perinatal (form and instructions)

Document 2P(g): Drug Medi-Cal Cost Report Forms – Residential – Perinatal (form and instructions)

Document 2P(h): Drug Medi-Cal Cost Report Forms – Narcotic Treatment Program – County – Non-Perinatal (form and instructions)

Document 2P(i): Drug Medi-Cal Cost Report Forms – Narcotic Treatment Program – County – Perinatal (form and instructions)

Document 3G: California Code of Regulations, Title 9 – Rehabilitation and Developmental Services, Division 4 – Department of Alcohol and Drug Programs, Chapter 4 – Narcotic Treatment Programs  
<http://www.calregs.com>

Document 3H: California Code of Regulations, Title 9 – Rehabilitation and Developmental Services, Division 4 – Department of Alcohol and Drug Programs, Chapter 8 – Certification of Alcohol and Other Drug Counselors  
<http://www.calregs.com>

Document 3J: CalOMS Treatment Data Collection Guide  
[http://www.dhcs.ca.gov/provgovpart/Documents/CalOMS Tx Data Collection Guide JAN%202014.pdf](http://www.dhcs.ca.gov/provgovpart/Documents/CalOMS_Tx_Data_Collection_Guide_JAN%202014.pdf)

Document 3O: Quarterly Federal Financial Management Report (QFFMR) 2014-15  
[http://www.dhcs.ca.gov/provgovpart/Pages/SUD\\_Forms.aspx](http://www.dhcs.ca.gov/provgovpart/Pages/SUD_Forms.aspx)

Document 3S CalOMS Treatment Data Compliance Standards

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UC SFGH Clinical Practice Group SFGH/Comm Focus PGM  
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Document 3V Culturally and Linguistically Appropriate Services (CLAS) National Standards  
<http://minorityhealth.hhs.gov/templates/browse.aspx?lvl=2&lvlID=15>

Document 4D : Drug Medi-Cal Certification for Federal Reimbursement (DHCS100224A)

Document 5A : Confidentiality Agreement

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

**I. Subcontractor Documentation**

The provider shall require its subcontractors that are not licensed or certified by DHCS to submit organizational documents to DHCS within thirty (30) days of execution of an initial subcontract, within ninety (90) days of the renewal or continuation of an existing subcontract or when there has been a change in subcontractor name or ownership. 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 DHCS.

**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. Providers 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. Provider's shall require that all subcontractors comply with the requirements of this Section A.

6. Should a provider discontinue its contractual agreement with subcontractor, or cease to conduct business in its entirety, provider 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 provider 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 Patient Record Retention**

Provider agrees to establish, maintain, and update as necessary, an individual patient record for each beneficiary admitted to treatment and receiving services.

Drug Medi-Cal contracts are controlled by applicable provisions of: (a) the W&I, Chapter 7, Sections 14000, et seq., in particular, but not limited to, Sections 14100.2, 14021, 14021.5, 14021.6, 14043, et seq., (b) Title 22, including but not limited to Sections 51490.1, 51341.1 and 51516.1; and (c) Division 4 of Title 9 of the California Code of Regulations (hereinafter referred to as Title 9).

Established by DMC status and modality of treatment, each beneficiary's individual patient record shall include documentation of personal information as specified in either AOD Standards; Title 22; and Title 9. Contractor agrees to maintain patient records in accordance with the provision of treatment regulations that apply.

Providers, regardless of DMC certification status, shall maintain all of the documentation in the beneficiary's individual patient record for a minimum of seven (7) years from the date of the last face-to-face contact between the beneficiary and the provider.

In addition providers shall maintain all of the documentation that the beneficiary met the requirements for good cause specified in Section 51008.5, where the good cause results from beneficiary-related delays, for a minimum of seven (7) years from the date of the last face-to-face contact. If an audit takes place during the three year period, the contractor shall maintain records until the audit is completed.

## **III. Control Requirements**

1) Performance under the terms of this Exhibit A, Attachment I, is subject to all applicable federal and state laws, regulations, and standards. In accepting DHCS drug and alcohol combined program allocation pursuant to HSC Sections 11814(a) and (b), Contractor shall: (i) establish, and shall require its providers to establish, written policies and procedures

consistent with the following requirements; (ii) monitor for compliance with the written procedures; and (iii) be held accountable for audit exceptions taken by DHCS against the Contractor and its contractors for any failure to comply with these requirements:

- a) HSC, Division 10.5, commencing with Section 11760;
- b) Title 9, California Code of Regulations (CCR) (herein referred to as Title 9), Division 4, commencing with Section 9000;
- c) Government Code Section 16367.8;
- 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 State Code (USC), Sections 300x-21 through 300x-31, 300x-34, 300x-53, 300x-57, and 330x-65 and 66;
- f) The Single Audit Act Amendments of 1996 (Title 31, USC Sections 7501-7507) and the Office of Management and Budget (OMB) Circular A-133 revised June 27, 2003 and June 26, 2007.
- g) Title 45, Code of Federal Regulations (CFR), Sections 96.30 through 96.33 and Sections 96.120 through 96.137;
- h) Title 42, CFR, Sections 8.1 through 8.6;
- i) Title 21, CFR, Sections 1301.01 through 1301.93, Department of Justice, Controlled Substances; and,
- j) State Administrative Manual (SAM), Chapter 7200 (General Outline of Procedures)
- k) Medi-Cal Eligibility Verification  
<http://www.dhcs.ca.gov/provgovpart/Pages/DataUseAgreement.aspx>

Providers shall be familiar with the above laws, regulations, and guidelines and shall assure that its subcontractors are also familiar with such requirements.

- 2) The provisions of this Exhibit A, Attachment I are not intended to abrogate any provisions of law or regulation, or any standards existing or enacted during the term of this Intergovernmental Agreement.
- 3) Providers shall adhere to the applicable provisions of Title 45, CFR, Part 96, Subparts C and L, as applicable, in the expenditure of the SAPTBG funds. Document 1A, 45 CFR 96, Subparts C and L, is incorporated by reference.

4) Documents 1C incorporated by this reference, contains additional requirements that shall be adhered to by those Contractors that receive Document 1C. This document is:

a) Document 1C, Driving-Under-the-Influence Program Requirements;

C. In accordance with the Fiscal Year 2011-12 State Budget Act and accompanying law (Chapter 40, Statutes of 2011 and Chapter 13, Statutes of 2011, First Extraordinary Session), providers that provide Women and Children's Residential Treatment Services shall comply with the program requirements (Section 2.5, Required Supplemental/Recovery Support Services) of the Substance Abuse and Mental Health Services Administration's Grant Program for Residential Treatment for Pregnant and Postpartum Women, RFA found at <http://www.samhsa.gov/grants/grantannouncements/ti-14-005>.

#### IV Provider's Agents and Subcontractors

a. To enter into written agreements with any agents, including subcontractors and vendors to whom Contractor provides Department PHI, that impose the same restrictions and conditions on such agents, subcontractors and vendors that apply to providers with respect to such Department PHI under this Exhibit F, and that require compliance with all applicable provisions of HIPAA, the HITECH Act and the HIPAA regulations, including the requirement that any agents, subcontractors or vendors implement reasonable and appropriate administrative, physical, and technical safeguards to protect such PHI. As required by HIPAA, the HITECH Act and the HIPAA regulations, including 45 CFR Sections 164.308 and 164.314, Provider shall incorporate, when applicable, the relevant provisions of this Exhibit F-1 into each subcontract or subaward to such agents, subcontractors and vendors, including the requirement that any security incidents or breaches of unsecured PHI be reported to provider. In accordance with 45 CFR Section 164.504(e)(1)(ii), upon Contractor's knowledge of a material breach or violation by its subcontractor of the agreement between Provider and the subcontractor, Provider shall:

i) Provide an opportunity for the subcontractor to cure the breach or end the violation and terminate the agreement if the subcontractor does not cure the breach or end the violation within the time specified by the Department; or

ii) Immediately terminate the agreement if the subcontractor has breached a material term of the agreement and cure is not possible.

#### V Breaches and Security Incidents

During the term of this Agreement, Provider agrees to implement reasonable systems for the discovery and prompt reporting of any breach or security incident, and to take the following steps:

##### a. Initial Notice to the Department

(1) To notify the Department **immediately by telephone call or email or fax** upon the discovery of a breach of unsecured PHI in electronic media or in any other media if the PHI was, or is reasonably believed to have been, accessed or acquired by an unauthorized person.

(2) To notify the Department within 24 hours (one hour if SSA data) by email or fax of the discovery of any suspected security incident, intrusion or unauthorized access, use or disclosure of PHI in violation of this Agreement or this Exhibit F-1, or potential loss of confidential data affecting this Agreement. A breach shall be treated as discovered by provide as of the first day on which the breach is known, or by exercising reasonable diligence would have been known, to any person (other than the person committing the breach) who is an employee, officer or other agent of provider. Notice shall be provided to the Information Protection Unit, Office of HIPAA Compliance. If the incident occurs after business hours or on a weekend or holiday and involves electronic PHI, notice shall be provided by calling the Information Protection Unit (916.445.4646, 866-866-0602) or by emailing [privacyofficer@dhcs.ca.gov](mailto:privacyofficer@dhcs.ca.gov). Notice shall be made using the DHCS "Privacy Incident Report" form, including all information known at the time. Provider shall use the most current version of this form, which is posted on the DHCS Information Security Officer website ([www.dhcs.ca.gov](http://www.dhcs.ca.gov), then select "Privacy" in the left column and then "Business Partner" near the middle of the page) or use this link: <http://www.dhcs.ca.gov/formsandpubs/laws/priv/Pages/DHCSBusinessAssociatesOnly.aspx> Upon discovery of a breach or suspected security incident, intrusion or unauthorized access, use or disclosure of Department PHI, Provider shall take:

- i) Prompt corrective action to mitigate any risks or damages involved with the breach and to protect the operating environment; and
- ii) Any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations.

**b. Investigation and Investigation Report.**

To immediately investigate such suspected security incident, security incident, breach, or unauthorized access, use or disclosure of PHI. Within 72 hours of the discovery, Provider shall submit an updated "Privacy Incident Report" containing the information marked with an asterisk and all other applicable information listed on the form, to the extent known at that time, to the Information Protection Unit.

**c. Complete Report.**

To provide a complete report of the investigation to the Department Program Contract Manager and the Information Protection Unit within ten (10) working days of the discovery of the breach or unauthorized use or disclosure. The report shall be submitted on the "Privacy Incident Report" form and shall include an assessment of all known factors relevant to a determination of whether a breach occurred under applicable provisions of HIPAA, the HITECH Act, and the HIPAA regulations. The report shall also include a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the improper use or disclosure. If the Department requests information in addition to that listed on the "Privacy Incident Report" form, provider shall make reasonable efforts to provide the Department with such information. If, because of the circumstances of the incident, provider needs more than ten (10) working days from the discovery to submit a complete report, the Department may grant a reasonable extension of time, in which case provider shall submit periodic updates until the complete report is submitted. If necessary, a Supplemental Report may be used to submit revised or additional information after the completed report is submitted, by submitting the revised or additional information on an updated "Privacy Incident Report" form. The Department will

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review and approve the determination of whether a breach occurred and whether individual notifications and a corrective action plan are required.

**d. Responsibility for Reporting of Breaches**

If the cause of a breach of Department PHI is attributable to provider or its agents, subcontractors or vendors, provider is responsible for all required reporting of the breach as specified in 42 U.S.C. section 17932 and its implementing regulations, including notification to media outlets and to the Secretary (after obtaining prior written approval of DHCS). If a breach of unsecured Department PHI involves more than 500 residents of the State of California or under its jurisdiction, Contractor shall first notify DHCS, then the Secretary of the breach immediately upon discovery of the breach. If a breach involves more than 500 California residents, provider shall also provide, after obtaining written prior approval of DHCS, notice to the Attorney General for the State of California, Privacy Enforcement Section. If Contractor has reason to believe that duplicate reporting of the same breach or incident may occur because its subcontractors, agents or vendors may report the breach or incident to the Department in addition to provider, provider shall notify the Department, and the Department and provider may take appropriate action to prevent duplicate reporting.

**e. Responsibility for Notification of Affected Individuals**

If the cause of a breach of Department PHI is attributable to provider or its agents, subcontractors or vendors and notification of the affected individuals is required under state or federal law, provider shall bear all costs of such notifications as well as any costs associated with the breach. In addition, the Department reserves the right to require provider to notify such affected individuals, which notifications shall comply with the requirements set forth in 42U.S.C. section 17932 and its implementing regulations, including, but not limited to, the requirement that the notifications be made without unreasonable delay and in no event later than 60 calendar days after discovery of the breach. The Department Privacy Officer shall approve the time, manner and content of any such notifications and their review and approval must be obtained before the notifications are made. The Department will provide its review and approval expeditiously and without unreasonable delay.

**f. Department Contact Information**

To direct communications to the above referenced Department staff, the provider shall initiate contact as indicated herein. The Department reserves the right to make changes to the contact information below by giving written notice to the provider. Said changes shall not require an amendment to this Addendum or the Agreement to which it is incorporated.

**VI Additional Provisions**

**A. Additional Intergovernmental Agreement Restrictions**

This Intergovernmental Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress, or any statute enacted by the Congress, which may affect the provisions, terms, or funding of this Intergovernmental Agreement in any manner including, but not limited to, 42 CFR 438.610(c)(3).

**B. Nullification of DMC Treatment Program SUD services (if applicable)**

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The parties agree that if the Contractor fails to comply with the provisions of W&I Code, Section 14124.24, all areas related to the DMC Treatment Program SUD services shall be null and void and severed from the remainder of this Intergovernmental Agreement.

In the event the DMC Treatment Program Services component of this Intergovernmental Agreement becomes null and void, an updated Exhibit B, Attachment I shall take effect reflecting the removal of federal Medicaid funds and DMC State General Funds from this Intergovernmental Agreement. All other requirements and conditions of this Intergovernmental Agreement shall remain in effect until amended or terminated.

**C. Hatch Act**

Provider agrees to comply with the provisions of the Hatch Act (Title 5 USC, Sections 1501-1508), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

**D. No Unlawful Use or Unlawful Use Messages Regarding Drugs**

Provider agrees that information produced through these funds, and which pertains to drug and alcohol - related programs, shall contain a clearly written statement that there shall be no unlawful use of drugs or alcohol associated with the program. Additionally, no aspect of a drug or alcohol- related program shall include any message on the responsible use, if the use is unlawful, of drugs or alcohol (HSC Section 11999-11999.3). By signing this Intergovernmental Agreement, Contractor agrees that it shall enforce, and shall require its subcontractors to enforce, these requirements.

**E. Noncompliance with Reporting Requirements**

Provider agrees that DHCS has the right to withhold payments until provider has submitted any required data and reports to DHCS, as identified in this Exhibit A, Attachment I or as identified in Document 1F(a), Reporting Requirement Matrix for Counties.

**F. Limitation on Use of Funds for Promotion of Legalization of Controlled Substances**

None of the funds made available through this Intergovernmental Agreement may be used for any activity that promotes the legalization of any drug or other substance included in Schedule I of Section 202 of the Controlled Substances Act (21 USC 812).

**G. Restriction on Distribution of Sterile Needles**

No Substance Abuse Prevention and Treatment (SAPT) Block Grant funds made available through this Intergovernmental Agreement shall be used to carry out any program that includes the distribution of sterile needles or syringes for the hypodermic injection of any illegal drug unless DHCS chooses to implement a demonstration syringe services program for injecting drug users.

**H. Health Insurance Portability and Accountability Act (HIPAA) of 1996**



If any of the work performed under this Intergovernmental Agreement is subject to the HIPAA, Contractor shall perform the work in compliance with all applicable provisions of HIPAA. As identified in Exhibit G, DHCS and provider shall cooperate to assure mutual agreement as to those transactions between them, to which this Provision applies. Refer to Exhibit G for additional information.

#### **1) Trading Partner Requirements**

a) **No Changes.** Provider hereby agrees that for the personal health information (Information), it shall not change any definition, data condition or use of a data element or segment as proscribed in the federal HHS Transaction Standard Regulation. (45 CFR Part 162.915 (a))

b) **No Additions.** Provider hereby agrees that for the Information, it shall not add any data elements or segments to the maximum data set as proscribed in the HHS Transaction Standard Regulation. (45 CFR Part 162.915 (b))

c) **No Unauthorized Uses.** Contractor hereby agrees that for the Information, it shall not use any code or data elements that either are marked "not used" in the HHS Transaction's Implementation specification or are not in the HHS Transaction Standard's implementation specifications. (45 CFR Part 162.915 (c))

d) **No Changes to Meaning or Intent.** Contractor hereby agrees that for the Information, it shall not change the meaning or intent of any of the HHS Transaction Standard's implementation specification. (45 CFR Part 162.915 (d))

#### **2) Concurrence for Test Modifications to HHS Transaction Standards**

Provider agrees and understands that there exists the possibility that DHCS or others may request an extension from the uses of a standard in the HHS Transaction Standards. If this occurs, Provider agrees that it shall participate in such test modifications.

#### **3) Adequate Testing**

Provider is responsible to adequately test all business rules appropriate to their types and specialties. If the Contractor is acting as a clearinghouse for enrolled providers, Provider has obligations to adequately test all business rules appropriate to each and every provider type and specialty for which they provide clearinghouse services.

#### **4) Deficiencies**

The Provider agrees to cure transactions errors or deficiencies identified by DHCS, and transactions errors or deficiencies identified by an enrolled provider if the provider is acting as a clearinghouse for that provider. If the provider is a clearinghouse, the provider agrees to properly communicate deficiencies and other pertinent information regarding electronic transactions to enrolled providers for which they provide clearinghouse services.

## 5) Code Set Retention

Both Parties understand and agree to keep open code sets being processed or used in this Intergovernmental Agreement for at least the current billing period or any appeal period, whichever is longer.

## 6) Data Transmission Log

Both Parties shall establish and maintain a Data Transmission Log, which shall record any and all Data Transmission taking place between the Parties during the term of this Intergovernmental Agreement. Each Party shall take necessary and reasonable steps to ensure that such Data Transmission Logs constitute a current, accurate, complete, and unaltered record of any and all Data Transmissions between the Parties, and shall be retained by each Party for no less than twenty-four (24) months following the date of the Data Transmission. The Data Transmission Log may be maintained on computer media or other suitable means provided that, if it is necessary to do so, the information contained in the Data Transmission Log may be retrieved in a timely manner and presented in readable form.

### I. Nondiscrimination and Institutional Safeguards for Religious Providers

Contractor shall establish such processes and procedures as necessary to comply with the provisions of Title 42, USC, Section 300x-65 and Title 42, CFR, Part 54, (Reference Document 1B).

### J. Counselor Certification

Any counselor or registrant providing intake, assessment of need for services, treatment or recovery planning, individual or group counseling to participants, patients, or residents in a DHCS licensed or certified program is required to be certified as defined in Title 9, CCR, Division 4, Chapter 8. (Document 3H).

### K. Cultural and Linguistic Proficiency

To ensure equal access to quality care by diverse populations, each service provider receiving funds from this Intergovernmental Agreement shall adopt the federal Office of Minority Health Culturally and Linguistically Appropriate Service (CLAS) national standards (Document 3V) and comply with 42 CFR 438.206(c)(2).

### L. Intravenous Drug Use (IVDU) Treatment

Provider shall ensure that individuals in need of IVDU treatment shall be encouraged to undergo SUD treatment (42 USC 300x-23 and 45 CFR 96.126(e)).

### M. Tuberculosis Treatment

Provider shall ensure the following related to Tuberculosis (TB):

- 1) Routinely make available TB services to each individual receiving treatment for SUD use and/or abuse;
- 2) Reduce barriers to patients' accepting TB treatment; and,

3) Develop strategies to improve follow-up monitoring, particularly after patients leave treatment, by disseminating information through educational bulletins and technical assistance.

**N. Trafficking Victims Protection Act of 2000**

Provider and its subcontractors that provide services covered by this Intergovernmental Agreement shall comply with Section 106(g) of the Trafficking Victims Protection Act of 2000 (22 U.S.C. 7104(g)) as amended by section 1702. For full text of the award term, go to: <http://uscode.house.gov/view.xhtml?req=granuleid:USC-prelim-title22-section7104d&num=0&edition=prelim>

**O. Tribal Communities and Organizations**

Provider shall regularly assess (e.g. review population information available through Census, compare to information obtained in CalOMS Treatment to determine whether population is being reached, survey Tribal representatives for insight in potential barriers) the substance use service needs of the American Indian/Alaskan Native (AI/AN) population within the Contractor's geographic area and shall engage in regular and meaningful consultation and collaboration with elected officials of the tribe, Rancheria, or their designee for the purpose of identifying issues/barriers to service delivery and improvement of the quality, effectiveness and accessibility of services available to AI/NA communities within the Provider's county.

**P. Participation of County Alcohol and Drug Program Administrators Association of California and California Behavioral Health Director's Association of California.**

1) Pursuant to HSC Section 11801(g), the Provider's County AOD Program Administrator shall participate and represent the County in meetings of the County Alcohol and Drug Program Administrators Association of California for the purposes of representing the counties in their relationship with DHCS with respect to policies, standards, and administration for SUD abuse services. Participation and representation shall also be provided by the County Behavioral Health Director's Association of California.

2) Pursuant to HSC Section 11811.5(c), the Provider's County AOD Program Administrator shall attend any special meetings called by the Director of DHCS. Participation and representation shall also be provided by the County Behavioral Health Director's Association of California.

**Q. Youth Treatment Guidelines**

Provider shall follow the guidelines in Document 1V, incorporated by this reference, "Youth Treatment Guidelines," in developing and implementing adolescent treatment programs funded under this Exhibit, until such time new Youth Treatment Guidelines are established and adopted. No formal amendment of this Intergovernmental Agreement is required for new guidelines to be incorporated into this Intergovernmental Agreement.

**R. Restrictions on Grantee Lobbying – Appropriations Act Section 503**

1) No part of any appropriation contained in this Act shall be used, other than for formal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, or video presentation designed to support or defeat legislation pending before the Congress, except in presentation to the Congress or any State legislative body itself.

2) No part of any appropriation contained in this Act shall be used to pay the salary or expenses of any Intergovernmental Agreement recipient, or agent acting for such recipient, related to any activity designed to influence legislation or appropriations pending before the Congress or any State legislature.

#### 5. Nondiscrimination in Employment and Services

By signing this Intergovernmental Agreement, provider certifies that under the laws of the United States and the State of California, incorporated into this Intergovernmental Agreement by reference and made a part hereof as if set forth in full, Contractor shall not unlawfully discriminate against any person.

#### T. Federal Law Requirements:

1) Title VI of the Civil Rights Act of 1964, Section 2000d, as amended, prohibiting discrimination based on race, color, or national origin in federally funded programs.

2) Title IX of the education amendments of 1972 (regarding education and programs and activities), if applicable.

3) Title VIII of the Civil Rights Act of 1968 (42 USC 3601 et seq.) prohibiting discrimination on the basis of race, color, religion, sex, handicap, familial status or national origin in the sale or rental of housing.

4) Age Discrimination Act of 1975 (45 CFR Part 90), as amended (42 USC Sections 6101 – 6107), which prohibits discrimination on the basis of age.

5) Age Discrimination in Employment Act (29 CFR Part 1625).

6) Title I of the Americans with Disabilities Act (29 CFR Part 1630) prohibiting discrimination against the disabled in employment.

7) Americans with Disabilities Act (28 CFR Part 35) prohibiting discrimination against the disabled by public entities.

8) Title III of the Americans with Disabilities Act (28 CFR Part 36) regarding access.

9) Rehabilitation Act of 1973, as amended (29 USC Section 794), prohibiting discrimination on the basis of individuals with disabilities.

10) Executive Order 11246 (42 USC 2000(e) et seq. and 41 CFR Part 60) regarding nondiscrimination in employment under federal contracts and construction contracts greater than \$10,000 funded by federal financial assistance.

11) Executive Order 13166 (67 FR 41455) to improve access to federal services for those with limited English proficiency.

12) The Drug Abuse Office and Treatment Act of 1972, as amended, relating to nondiscrimination on the basis of drug abuse.

13) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism.

**U. State Law Requirements:**

1) Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Administrative Code, Title 2, Section 7285.0 et seq.).

2) Title 2, Division 3, Article 9.5 of the Government Code, commencing with Section 11135.

3) Title 9, Division 4, Chapter 8 of the CCR, commencing with Section 10800.

4) No state or federal funds shall be used by the Contractor or its subcontractors for sectarian worship, instruction, or proselytization. No state funds shall be used by the Contractor or its subcontractors to provide direct, immediate, or substantial support to any religious activity.

5) Noncompliance with the requirements of nondiscrimination in services shall constitute grounds for state to withhold payments under this Intergovernmental Agreement or terminate all, or any type, of funding provided hereunder.

**V. Investigations and Confidentiality of Administrative Actions**

1) Provider acknowledges that if a DMC provider is under investigation by DHCS or any other state, local or federal law enforcement agency for fraud or abuse, DHCS may temporarily suspend the provider from the DMC program, pursuant to W&I Code, Section 14043.36(a). Information about a provider's administrative sanction status is confidential until such time as the action is either completed or resolved. The DHCS may also issue a Payment Suspension to a provider pursuant to W&I Code, Section 14107.11 and Code of Federal Regulations, Title 42, section 455.23. The Contractor is to withhold payments from a DMC provider during the time a Payment Suspension is in effect.

2) Provider shall execute the Confidentiality Agreement, attached as Document 5A. The Confidentiality Agreement permits DHCS to communicate with Contractor concerning subcontracted providers that are subject to administrative sanctions.

W. This Intergovernmental Agreement is subject to any additional restrictions, limitations, or conditions enacted by the federal or state governments that affect the provisions, terms, or funding of this Intergovernmental Agreement in any manner.

**X. Subcontract Provisions**

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Provider shall include all of the foregoing provisions in all of its subcontracts.

**Y. Conditions for Federal Financial Participation**

1) Provider shall meet all conditions for Federal Financial Participation, consistent with 42 CFR 438.802, 42 CFR 438.804, 42 CFR 438.806, 42 CFR 438.808, 42 CFR 438.810, 42 CFR 438.812.

2) Pursuant to 42 CFR 438.808, Federal Financial Participation (FFP) is not available to the Contractor if the Contractor:

a) Is an entity that could be excluded under section 1128(b)(8) as being controlled by a sanctioned individual;

b) Is an entity that has a substantial contractual relationship as defined in section 431.55(h)(3), either directly or indirectly, with an individual convicted of certain crimes described in section 1128(8)(B); or

c) Is an entity that employs or contracts, directly or indirectly, for the furnishing of health care utilization review, medical social work, or administrative services, with one of the following:

i. Any individual or entity excluded from participation in federal health care programs under section 1128 or section 1126A; or

ii. An entity that would provide those services through an excluded individual or entity.

**Providers shall include the following requirements in their subcontracts with providers:**

1) **Culturally Competent Services:** Providers are responsible to provide culturally competent services. Providers must ensure that their policies, procedures, and practices are consistent with the principles outlined and are embedded in the organizational structure, as well as being upheld in day-to-day operations. Translation services must be available for beneficiaries, as needed.

2) **Medication Assisted Treatment:** Providers will have procedures for linkage/integration for beneficiaries requiring medication assisted treatment. Provider staff will regularly communicate with physicians of beneficiaries who are prescribed these medications unless the beneficiary refuses to consent to sign a 42 CFR part 2 compliant release of information for this purpose.

3) **Evidenced Based Practices:** Providers will implement at least two of the following evidenced based treatment practices (EBPs) based on the timeline established in the county implementation plan. The two EBPs are per provider per service modality. Counties will ensure the providers have implemented EBPs. The State will monitor the implementation of EBP's during reviews. The required EBP include:

a) **Motivational Interviewing:** A beneficiary-centered, empathic, but directive counseling strategy designed to explore and reduce a person's ambivalence toward treatment. This approach frequently includes other problem solving or solution-focused strategies that build on beneficiaries' past successes.

b) **Cognitive-Behavioral Therapy:** Based on the theory that most emotional and behavioral reactions are learned and that new ways of reacting and behaving can be learned.

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## Leger, Cheryl (BOS)

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**From:** S <grovestand2012@gmail.com>  
**Sent:** Tuesday, September 29, 2020 3:00 AM  
**To:** SOTF, (BOS); Leger, Cheryl (BOS)  
**Subject:** October 7, 2020 Hearing Malloy v Federal Contractor UCSF Regents Case 19138 Add  
**Attachments:** Scan09282020.pdf; Scan09292020 UC Regent Counsel Hammill - City Attorney Rolnick Official Misconduct Obstruction SOTF - HRC Investigation.pdf; 10-7-20 SOTF UC Regents - City Officials Evidence Official Misconduct Complaint 19138.pdf

This message is from outside the City email system. Do not open links or attachments from untrusted sources.

1. Supporting Documents demonstrating willful non-compliance & official misconduct by the UC Regents along with City Attorney Herrera under Mayor Breed's knowledge and authorization.

As it is already well documented in my complaint, the City Attorney in concert with the UC Regents, unlawfully breached my work contract. Specifically, the indemnification clause that prohibited the City from acting as an agent in the administration of my work and personnel affairs.

2. Proof of a San Francisco City Official who confirmed to me that the City Attorney was involved in blocking my investigation is found below in **Attachment 1: Scan 09-28-2020**. In it, my June 7, 2019 Email with San Francisco Human Rights Commissioner (HRC) Sheryl Davis, confirmed that the City Attorney had unlawfully blocked her legal obligation under City Ordinance 14B to inspect and conduct the required lawful investigation I am entitled to as a Citizen of San Francisco.

3. In addition for reference, I included the pages from the City's Affiliation Agreement Contract as evidence that I fell under, demonstrating the authority of the HRC to conduct my investigation, in **Attachment 1**. The HRC was blocked by the UC Regents, Mayor Breed and City Attorney Herrera from conducting my investigation required under the law. That is improper government activity. That is illegal. Especially, as the UC Regents are Federal Contractors and the City is their Subcontractor who are required to protect me as a Special Disabled Veteran and both entities willfully and negligently attacked, discriminated and retaliated against me in these matters.

4. I also include the September 24, 2019 & October 7, 2019 **[Attachment 2]** Letters between UC Regents Counsel Norman Hamill & City Attorney Jonathan Rolnick as evidence. These two letters confirm that City Officials were aware of the Indemnification Clause but ignored it when they assigned the City as an Unlawful Agent as demonstrated in the October 4, 2019 9 Email Thread Cache that DPH Records Clerk Veronica Vien confirmed she was given the ILLEGAL Order by the City Attorney to stop releasing Stephen Malloy's Public Records. WILLFUL NONCOMPLIANCE & OFFICIAL MISCONDUCT.

5. As a reminder, we also gained initial confirmation of the willful negligence and official misconduct of City Officials with the UC Regents during DPH Records Custodian Veronica Vien's testimony to the SOTF on 7-28-20. Please see the below **Attachment 3**: October 7, 20 SOTF UC Regents & City Officials Official Misconduct Evidence Complaint #19138.

Thank you,

Stephen Malloy  
UCSF RADT-1 Patient Navigator & Intensive Case Manager  
City of San Francisco, Independent Contractor

United States Armed Forces  
Special Disabled Protected Veteran





S &lt;grovestand2012@gmail.com&gt;

---

**HRC Investigation?**

**Davis, Sheryl (HRC)** <sheryl.davis@sfgov.org> \*←  
 To: sgm <grovestand2012@gmail.com>  
 Cc: "Oglander, Matthew (HRC)" <matthew.oglander@sfgov.org>

\*  
 → Fri, Jun 7, 2019 at 8:17 AM

Let me check, but it looks like the city attorney involved has already been connected to the process, I want to give you the right name.

---

**From:** sgm <grovestand2012@gmail.com>  
**Sent:** Friday, June 7, 2019 8:14 AM  
**To:** Davis, Sheryl (HRC)  
**Cc:** Oglander, Matthew (HRC); Stephen Malloy  
**Subject:** Re: HRC Investigation?

Thank you for getting back and letting me know Director Davis.

May I know who in the City Attorney's Office is the point of contact in this please?

The Federal Team needs to speak with them.

Thank you,

Stephen Malloy

\*→ On Jun 7, 2019, at 8:05 AM, Davis, Sheryl (HRC) <sheryl.davis@sfgov.org> wrote:

Thanks for following up. We are waiting for final word from our city attorney, but at the moment have been told we don't have jurisdiction. We are exploring other ways to be involved. ←\*

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**From:** sgm <grovestand2012@gmail.com>  
**Sent:** Thursday, June 6, 2019 10:00 PM  
**To:** Oglander, Matthew (HRC); Davis, Sheryl (HRC)  
**Cc:** Stephen Malloy  
**Subject:** HRC Investigation?

This message is from outside the City email system. Do not open links or attachments from untrusted sources.

Hello Dir. Davis and Investigator Oglander,

I write to ask what is your decision please reference my investigation?

Are you dropping the case or moving forward, I ask for your decision. It has been 6 months now. The time has arrived.

Thank you,

9/28/2020

Gmail - HRC Investigation?

Stephen Malloy  
319-428-7005

# **AFFILIATION AGREEMENT**

*Between*

**The Regents of the University of California**

*and*

**The City and County of San Francisco**

**(August 1, 1994)**

EXHIBIT C

San Francisco Administrative Code

Section 12B.1

CHAPTER 12B

NONDISCRIMINATION IN CONTRACTS

- Sec. 12B.1. All Contracts to Include Nondiscrimination Provisions: Definitions.
- Sec. 12B.2. Nondiscrimination Provisions of Contract.
- Sec. 12B.3. Human Rights Commission Empowered.
- Sec. 12B.4. Affirmative Action Guidelines.
- Sec. 12B.5. Chapter Applies Only to Discriminatory Employment Practices.
- Sec. 12B.6. Severability.

**SEC. 12B.1. ALL CONTRACTS TO INCLUDE NONDISCRIMINATION PROVISIONS; DEFINITIONS.** All contracting agencies of the the City and County of San Francisco, or any department thereof, acting for or on behalf of the City and County, shall include in all contracts, franchises, leases, concessions or other agreements involving real or personal property, hereinafter negotiated, let, awarded, granted, renegotiated, extended or renewed, in any manner or as to any portion thereof, a provision obligating the contractor, franchisee, lessee, concessionaire, or other party of said agreement not to discriminate on the ground or because of race, color, creed, national origin, ancestry, age, sex, sexual orientation, disability or Acquired Immune Deficiency Syndrome or AIDS Related Condition (AIDS/ARC), against any employee of, or applicant for employment with, such contractor, franchisee, lessee, or concessionaire, and shall require such contractor, franchisee, lessee or concessionaire to include a similar provision in all subcontracts, or subleases or other subordinate agreements let, awarded, negotiated or entered into thereunder.

(a) Definitions. As used in this Chapter the term: "Age" refers to and shall include any employee or applicant for employment who has attained the age of 40 years and has not attained the age of 65 years. For the purposes of this Section, discrimination because of age shall mean dismissal from employment of, or refusal to employ or rehire any person because of his or her age, if such person has attained the age of 40 years and has not attained the age of 65 years, if the person is physically able and mentally competent to perform the services required. Age limitations of apprenticeship programs in which the State or its political subdivisions participate shall not be considered discriminatory within the meaning of this Section.

"Contract" shall mean and include an agreement to provide labor, materials, supplies or services in the performance of a contract, franchise, concession or lease granted, let or awarded for and on behalf of the City and County of San Francisco.

"Contractor" means any person or persons, firm, partnership, corporation, or combination thereof, who submits a bid and/or enters into a contract with department heads and officers empowered by law to enter into contracts on the part of the City and County for public works or improvements to be performed, or for a franchise, concession or lease of property, or for goods, services or supplies to be purchased, at the expense of the City and County or to be paid out of moneys deposited in the treasury or out of trust moneys under the control or collected by the City and County.

**SEC. 12B.2. NONDISCRIMINATION PROVISIONS OF CONTRACT.** Every contract or subcontract for or on behalf of the the City and County of San Francisco, as provided in Section 12B.1 hereof, shall contain the provisions following which shall be known as the nondiscrimination provisions of such contract.

In the performance of this contract, the contractor, subcontractor or supplier agrees as follows:

(a) Wherever the work is performed or supplies are manufactured in the United States, the contractor, subcontractor or supplier will not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, age, sex, sexual orientation, disability or AIDS/ARC. Discrimination on the basis of sex includes sexual harassment as defined in Section 16.9-25(b) of this Code. The contractor, subcontractor or supplier will take affirmative action to ensure that applicants are employed, and that employees are treated equally during employment, without regard to their race, color, religion, ancestry, national origin, age, sex, sexual orientation, disability or AIDS/ARC. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship. Nothing in this ordinance shall require or prohibit the establishment of new classifications of employees in any given craft. The provisions of this Section with respect to age shall not apply to (1) termination of employment because of the terms or conditions of any bona fide retirement or pension plan, (2) operation of the terms or conditions of any bona fide retirement or pension plan which has the effect of a minimum service requirement, (3) operation of the terms or conditions of any bona fide group or insurance plan. The contractor, subcontractor or supplier agrees to post in conspicuous places, available to employees and applicants or employees and applicants for employment, notices in such form and content as shall be furnished or approved by the awarding authority setting forth the provisions of this Section.

(b) Except as in this Section provided or in cases where the law compels or provides for such action any provisions in any contract agreement or undertaking entered into on or after the effective date of this Chapter which prevent or tend to prevent the employment of any person solely by reason of his or her age, who has attained the age of 40 years and has not attained the age of 65 years shall be null and void.

(c) The contractor, subcontractor or supplier shall provide reasonable accommodation for qualified applicants for employment and for qualified disabled employees. Said contractor, subcontractor or supplier need not provide reasonable accommodation if such would present an undue hardship. An undue hardship may include but not be limited to deminimus cost, violation of the seniority rights of other co-workers as established by a bona fide seniority system, or would present a health or safety risk to the employee or co-employees. The burden of establishing an undue hardship rests on the employer.

(d) The contractor, subcontractor or supplier will in all solicitations or advertisements for employees placed by or on his or her behalf, state that qualified applicants will receive consideration for employment without regard to race, creed,

color, ancestry, national origin, age, sex, sexual orientation or disability. Any solicitations or advertisements that satisfy similar requirements under federal law, subject to the approval of the awarding authority, will also satisfy this requirement.

(e) The contractor, subcontractor or supplier will send to each labor union or representative of workers with which he or she has a collective bargaining agreement or other contract or understanding, a notice, in such form and content as shall be furnished or approved by the awarding authority, advising the said labor union of workers' representative of the contractor's, subcontractor's or supplier's commitments under this Section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(f) The contractor, subcontractor or supplier will permit access to his records of employment, employment advertisements, application forms, and other pertinent data and records by the awarding authority, the Fair Employment Practices Commission or the San Francisco Human Rights Commission, for the purposes of investigation to ascertain compliance with the nondiscrimination provisions of this contract, and on request provide evidence that he or she has or will comply with the nondiscrimination provisions of this contract.

(g) That contractor, subcontractor or supplier shall be deemed to have breached the nondiscrimination provisions of this contract upon:

~~(1) A finding by the director of the San Francisco Human Rights Commission, or such other official who may be designated by the Human Rights Commission, that contractor, subcontractor, or supplier has wilfully violated such nondiscrimination provisions; or~~

(2) A finding by the Fair Employment Practices Commission of the State of California that a contractor, subcontractor or supplier has violated any provision of the Fair Employment Practices Act of California or the nondiscrimination provisions of this contract; provided, that the Fair Employment Practices Commission has issued a final order pursuant to Section 1426 of the Labor Code, or has obtained a final injunction pursuant to Section 1429 of the Labor Code; provided further, that for the purposes of these provisions, an order or injunction shall not be considered final during the period within which (1) appeal may be taken, or (2) the same has been stayed by order of court, or (3) further proceedings for vacation, reversal or modification are in progress before a competent administrative or judicial tribunal.

~~(3) Upon such finding by the Director of the Human Rights Commission or other official designated by the Human Rights Commission, or the Fair Employment Practices Commission, the awarding authority shall notify the contractor, subcontractor or supplier that unless he or she demonstrates to the satisfaction of the Director of the San Francisco Human Rights Commission, or other official designated by the Human Rights Commission, within such reasonable period as the Human Rights Commission shall determine, that the violation has been corrected, action will be taken as set forth in subparagraph (h) and (i) hereof.~~

~~(4) The Human Rights Commission shall, within ten days of the date of issuance of any finding by the Director of the Human Rights Commission or other official designated by the commission in the enforcement of this chapter, mail to any person or persons affected by said finding, a copy of said finding, together with~~

~~12B.2(f) that the contractor, subcontractor or supplier has discriminated contrary to the provisions of this contract, and all moneys due or to become due hereunder may be forfeited to, and retained by, the City and County of San Francisco.~~

(i) A breach of the nondiscrimination provisions in the performance of this contract shall be deemed by the City and County of San Francisco to be material breach of contract and basis for determination by the officer, board or awarding authority responsible for the awarding or letting of such contract that the contractor, subcontractor or supplier is an irresponsible bidder as to all future contracts for which such contractor, subcontractor or supplier may submit bids. Such person, firm or corporation shall not for a period of two years thereafter, or until he shall establish and carry out a program in conformity with the nondiscrimination provisions of this contract, be allowed to act as a contractor, subcontractor or supplier under any contract for public works, goods or services for or on behalf of the City and County of San Francisco. \*

(j) Nothing contained in this contract shall be construed in any manner so as to prevent the City and County of San Francisco from pursuing any other remedies that may be available at law.

(k) Nothing contained in this contract shall be construed in any manner so as to require or permit the hiring of aliens on public works as prohibited by law.

(l) The contractor, subcontractor or supplier will meet the following standards for affirmative compliance:

(1) If the contractor, subcontractor or supplier has been held to be an irresponsible bidder under Section 12B.2(i) hereof, he or she shall furnish evidence that he or she has established and is carrying out a program in conformity with the nondiscrimination provisions of this contract.

(2) The contractor, subcontractor or supplier may be required to file with the Human Rights Commission a basic compliance report, which may be a copy of the federal EEO-1, or a more detailed report as determined by the Commission. Wilful false statements made in such reports shall be punishable as provided by law. No contractor, subcontractor or supplier shall be held in nonconformance for not filing such a report with the Human Rights Commission unless he or she has been specifically required to do so in writing by the Human Rights Commission.

(3) Personally, or through his or her representatives, the contractor, subcontractor or supplier shall, through negotiations with the unions with whom he or she has collective bargaining or other agreements requiring him or her to obtain or clear his or her employees through the union, or when he or she otherwise uses a union as an employment resource, attempt to develop an agreement which will:

(a) Define and outline responsibilities for nondiscrimination in hiring, referral, upgrading and training.

(b) Otherwise implement an affirmative antidiscrimination program in terms of the unions' specific areas of skill and geography, such as an apprenticeship program, to the end that minority workers will be available and given an equal opportunity for employment.

(4) The contractor, subcontractor, supplier or trade association shall notify the contracting agency of opposition to the nondiscrimination provisions of this contract by individuals, firms or organizations during the term of this contract. (Amended by Ord. 489-86, App. 12/18/86; Ord. 8-87, App. 3/20/87)

→ **SEC. 12B.3. HUMAN RIGHTS COMMISSION EMPOWERED.** The San Francisco Human Rights Commission, its presiding officer and its director are hereby granted the power to do all acts and exercise all powers referred to in Section 12B.2 hereof. (Added by Ord. 261-66, App. 10/21/66) \*

**SEC. 12B.4. AFFIRMATIVE ACTION GUIDELINES.** The following affirmative action guidelines shall apply to all contracts for or on behalf of the City and County of San Francisco, as provided in Section 12B.1 hereof.

In order to be eligible to bid or to have a bid considered by the awarding agency, the contractor in all contracts shall submit an affirmative action program which shall meet the requirements of the Human Rights Commission.

The Human Rights Commission may also require contractors, subcontractors and suppliers to take part in a pre-bid or pre-award conference in order to develop, improve or implement a qualifying affirmative action program.

(a) Affirmative action nondiscrimination programs developed pursuant to this Section shall be effective for a period of 12 months next succeeding the date of approval by the Human Rights Commission. Contractors, subcontractors and suppliers who are members in good standing of a trade association which has negotiated an affirmative action nondiscrimination program with the Human Rights Commission may make this association program their commitment for the specific contract upon approval of the Human Rights Commission without the process of a separate pre-bid or pre-award conference. Such an association agreement shall be effective for a period of 12 months next succeeding the date of approval by the Human Rights Commission. Trade associations shall provide the Human Rights Commission with a list of members in good standing in such association. The Human Rights Commission shall annually supply contracting agencies of the City and County with a list of contractors, subcontractors and suppliers who have developed approved affirmative action nondiscrimination programs.

(b) The awarding agency shall be responsible for notifying all prospective bidders of the requirements of this Section and also when requested by Human Rights Commission, for notifying the Human Rights Commission of each contract which is being proposed to be put to public bid.

(c) The proposed affirmative action program required to be submitted under Section 12B.4 hereof, and the pre-bid or pre-award conference which may be required by Human Rights Commission, shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:

- (1) Apprenticeship where approved programs are functioning, and other on the job training for nonapprenticeable occupations;
- (2) Classroom preparation for the job when not apprenticeable;
- (3) Preapprenticeship education and preparation;
- (4) Upgrading training and opportunities;
- (5) Encouraging the use of contractors, subcontractors and suppliers of all ethnic groups, provided, however, that any contract subject to this ordinance shall



require the contractor, subcontractor or supplier to provide not less than the prevailing wage, working conditions, and practices generally observed in private industries in the City and County of San Francisco for such work; and

(6) The entry of qualified minority journeymen into the industry.

(d) Affirmative action nondiscrimination agreements resulting from the proposed affirmative action programs or the pre-bid or pre-award conferences shall not be confidential and may be publicized by the Human Rights Commission at its discretion. In addition, the Human Rights Commission may report to the Board of Supervisors, either on request of the Board or on its own initiative, on the progress or the problems which attend the implementation of these agreements or any other aspect of enforcement of this ordinance.

(e) Any job training or education program using the funds, facilities, or staff of the City and County of San Francisco which, in the judgment of the Board of Supervisors or the Human Rights Commission, can make a contribution to the implementation of this ordinance shall submit reports to the Human Rights Commission as requested and shall be required to cooperate with the contractors, subcontractors, suppliers and unions and with the Human Rights Commission for the effectuation of the affirmative action nondiscrimination programs developed under this ordinance. (Amended by Ord. 498-75, App. 1/5/75)

**SEC. 12B.5. CHAPTER APPLIES ONLY TO DISCRIMINATORY EMPLOYMENT PRACTICES.** This Chapter shall not confer upon the City and County of San Francisco or any agency, board or commission thereof any power not otherwise provided by law to determine the legality of any existing collective bargaining agreement and shall have application only to discriminatory employment practices by contractors, subcontractors or suppliers engaged in the performance of City and County contracts.

(a) The Board of Supervisors shall appropriate such funds from the General Fund of the City and County of San Francisco, subject to budgetary and fiscal provisions of the Charter, as it may deem necessary for the enforcement of this ordinance. (Amended by Ord. 340-68, App. 12/6/68)

**SEC. 12B.6. SEVERABILITY.** If any clause, sentence, paragraph or part of this Title or the application thereof to any person or circumstances, shall, for any reason, be adjudged by a court of competent jurisdiction to be invalid, such judgment shall not affect, impair or invalidate the remainder of this title. (Amended by Ord 261-66, App. 10/21/66)

CITY AND COUNTY OF SAN FRANCISCO



DENNIS J. HERRERA  
City Attorney

OFFICE OF THE CITY ATTORNEY

JONATHAN ROLNICK  
Deputy City Attorney

Direct Dial: (415) 554-3815  
Email: jonathan.rolnick@sfcityattly.org

September 24, 2019

Norman J. Hamill, Esq.  
Senior Counsel  
University of California  
Office of the President  
1111 Franklin Street  
Oakland, CA 94607

Re: *Stephen Malloy (U.C. Employee ID # 022204952)*  
City and County of San Francisco Claim No. 20-00605

**TENDER**

Dear Mr. Hamill:

The City and County of San Francisco hereby tenders the defense and indemnity of the enclosed claim to the Regents of the University of California. Stephen Malloy filed this claim against the City on September 19, 2019 alleging breach of contract and wrongful termination related to his employment with the Regents as an Administrative Assistant III the Sobering Center. Malloy erroneously filed a claim with the City.

Plaintiff appears to allege claims for: (a) breach of contract; and (b) wrongful termination. Any decision to release Malloy from employment was made by the Regents and, thus, it is appropriate for the Regents to defend, indemnify, and hold the City harmless on this claim and any resulting litigation. The City's tender is also based on principles of contractual indemnity, *i.e.*, the Affiliation Agreement ("the Agreement"), and Government Code §2338.

The Agreement requires the Regents to defend, indemnify, and hold the City harmless concerning claims for injury or damages caused by or that result from the "negligent or intentional acts of University [the Regents], its officers, agents, or employees." (The Agreement, XIV.A.) Therefore, the Regents have a contractual duty to defend, indemnify, and hold the City harmless in this instance.

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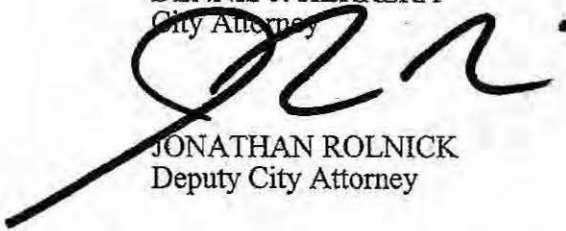
FOX PLAZA • 1390 MARKET STREET, 5TH FLOOR • SAN FRANCISCO, CALIFORNIA 94102-5408  
RECEPTION: (415) 554-3800 • FACSIMILE: (415) 554-4248

Letter to Normal J. Hamill, Esq.  
Page 2  
September 24, 2019

You may be assured of the City's full cooperation, after the Regents accepts this tender and agrees to defend, indemnify and hold the City harmless. Please contact me promptly to discuss the Regents' response to this tender. Thank you.

Very truly yours,

DENNIS J. HERRERA  
City Attorney



JONATHAN ROLNICK  
Deputy City Attorney

CC: Greta Schnetzler, Esq.

Enclosure

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA  
OFFICE OF THE GENERAL COUNSEL



1111 Franklin Street, 8th Floor • Oakland, California 94607-5200 • (510) 987-9800 • FAX (510) 987-9757

Charles F. Robinson  
VICE PRESIDENT AND GENERAL COUNSEL

Writer's direct line: (510) 987-9746  
E-mail: [norman.hamill@ucop.edu](mailto:norman.hamill@ucop.edu)

October 7, 2019

**VIA EMAIL: [Jonathan.Rolnick@sfcityattv.org](mailto:Jonathan.Rolnick@sfcityattv.org)**

Jonathan Rolnick  
Deputy City Attorney  
Office of City Attorney  
City Hall, Room 234  
1 Dr. Carlton B. Goodlett Plaza  
San Francisco, California 94102

RE: Stephen Malloy – UC Employee ID #022204952

Dear Jonathan:

I write in response to your September 24, 2019 letter to me regarding the City and County of San Francisco's tender of the claim brought by Stephen Malloy.

By way of background, Mr. Malloy is a former UCSF employee who worked as a Patient Navigator in the Citywide Substance Treatment Outpatient Program from April 2018 until UCSF released him during his probationary period on October 10, 2018. As a Patient Navigator, Mr. Malloy often interacted with a number of nurses and other staff employed by the San Francisco Department of Health ("SFDH"). Some of the SFDH staff raised complaints regarding Mr. Malloy's behavior and conduct towards them and that reported behavior was part of what led to his release. The Director of the Sobering Center, who is a SFDH employee, also expressed concern about Mr. Malloy's behavior, which also contributed to UCSF's decision to extend his probationary period and ultimately release him.

Since his separation from employment with UCSF, Mr. Malloy has filed a number of internal complaints at UC, as well as complaints with a myriad of different agencies, including: the OFCCP, the EEOC, the NLRB, the PERB, the SFHRC, and the DLSE. There may be others as well. He has also sent many emails to a large group of people both inside and outside UC including the Mayor and others, expressing a variety of complaints, many of which are difficult to decipher.

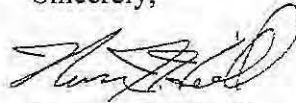
Jonathan Rolnick  
October 7, 2019  
Page 2

Given this background and the unclear nature of Mr. Malloy's current claim with the City, UC will agree to accept the City's tender of this claim and to defend and indemnify the City subject to reservation because it is not entirely clear to us what Mr. Malloy's claim with the City actually entails, and/or whether (and to what extent) City employees may be involved in his underlying claims.

We appreciate the City's offer to fully cooperate in UC's defense of this claim. We trust that in the interest of cooperation, the City will process the handling of Mr. Malloy's current claim as appropriate under its current regulations.

If you would like to discuss this further, please feel free to reach out to me or our outside counsel handling this matter on behalf of UC, Marcie Fitzsimmons from Gordon & Rees ([misom@grsm.com](mailto:misom@grsm.com)).

Sincerely,



Norman J. Hamill  
Managing Counsel, Litigation

For Oct. 2, 2020 SOTF Hearing Complaint #

You may hear that section of the Sunshine Committee gaining the admission of City Records Clerk Veronica Vien of DPH on Audio, from the 7-28-20 Hearing at the City SOTF link below:

- a) **28 min. 45 sec.:** Chair Wolf directs Records Clerk Vien to speak to the failure to release my records before the pandemic as I filed my request for them in May of 2019.
- b) **29 min. 28 sec.:** Records Clerk Vien admits she was given the directive (illegal order) from the "City Attorney" to stop releasing my records.
- c) **31 min.:** Chair Wolf asks Vien when was she told to stop working on my records release per the City Attorney.
- d) **32 min. 25 sec.:** Records Clerk Vien finally admits "The latter part of the year (2019)."

<https://sfgov.org/sunshine/audio-archive-committees>

| Name                                                 | Date       | Duration | Listen                | Download                  |
|------------------------------------------------------|------------|----------|-----------------------|---------------------------|
| SOTF - Compliance and Amendments Committee 8/25/2020 | 08/25/2020 | 01h 27m  | <a href="#">Audio</a> | <a href="#">MP3 Audio</a> |

Records Clerk Vien's admission, is the 9 Email Cache I got from her on October 4, 2019 after fighting from May 2019 to get my public records.

I provided you those 9 Emails that Records Clerk Vien mistakenly released to me on October 4, 2019 that caused her "trouble" and were an illegal order from City Attorney Herrera and I suspect Mayor Breed and the UC Regents as well to stop releasing my public records.

The official misconduct remains that the UC Regents are engaged in improper government activity and abuse of authority by discriminating against me, targeting me with disparate treatment, aiding and abetting obstruction with City Officials to not comply with the required Sunshine Ordinance and release my public records.

**Leger, Cheryl (BOS)**

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**From:** S <grovestand2012@gmail.com>  
**Sent:** Sunday, February 16, 2020 10:10 PM  
**To:** SOTF, (BOS); Young, Victor (BOS)  
**Cc:** stephen grove  
**Subject:** PERB Prima Facia Finding of Respondent Misconduct & Public Records Not Released  
**Attachments:** PERB Prima Facia Case Evidence Established Official Misconduct.pdf; CITY RESPONDENTS Failed to Produce ALL Records Concerning Stephen Malloy.docx

This message is from outside the City email system. Do not open links or attachments from untrusted sources.

Hi Victor,

These are two documents that I would like to add to each of my complaints please (DHR, DPH, DA, FIRE, UC & UCSF)...can I confirm that is possible?

Thank you,

Stephen Malloy

## PUBLIC EMPLOYMENT RELATIONS BOARD



San Francisco Regional Office  
1330 Broadway, Suite 1532  
Oakland, CA, 94612  
Telephone: (510) 622-1021  
Fax: (510) 622-1027



January 9, 2020

Marcie Isom Fitzsimmons, Attorney  
Gordon Rees Scully Mansukhani LLP  
275 Battery Street, Suite 2000  
San Francisco, CA 94111

Stephen Malloy,  
2825 Van Ness Ave., #7  
San Francisco, CA 94109

Re: *Stephen Malloy v. Regents of the University of California (San Francisco)*  
Unfair Practice Charge No. SF-CE-1221-H  
**COMPLAINT**

Dear Parties:

The Office of the General Counsel has issued the enclosed COMPLAINT in the above-entitled matter. The Respondent is required to file an ANSWER within twenty (20) calendar days from the date of service of the COMPLAINT, pursuant to PERB Regulation 32644.<sup>1</sup> The required contents of the ANSWER are described in PERB Regulation 32644(b). If you have not filed a Notice of Appearance form, one should be completed and returned with your ANSWER.

An informal settlement conference will be scheduled shortly. Please direct all inquiries, filings and correspondence to the undersigned.

Sincerely,

Laura Davis  
Supervising Regional Attorney

LZD

Enclosure

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<sup>1</sup> PERB's Regulations are codified at California Code of Regulations, title 8, section 31001 et seq. The text of PERB's Regulations may be found at [www.perb.ca.gov](http://www.perb.ca.gov).



STATE OF CALIFORNIA

PUBLIC EMPLOYMENT RELATIONS BOARD



STEPHEN MALLOY,

Charging Party,

v.

REGENTS OF THE UNIVERSITY OF  
CALIFORNIA,

Respondent.

Case No. SF-CE-1221-H

COMPLAINT

It having been charged by Charging Party that Respondent engaged in unfair practices in violation of Government Code section 3571, the General Counsel of the Public Employment Relations Board (PERB), pursuant to Government Code sections 3563(h) and 3563.2 and California Code of Regulations, title 8, section 32640, issues this COMPLAINT on behalf of PERB and ALLEGES:

1. Charging Party is an employee within the meaning of Government Code section 3562(e).
2. Respondent is an employer within the meaning of Government Code section 3562(g).
3. On or about August 17, 2018, Charging Party exercised rights guaranteed by the Higher Education Employer-Employee Relations Act by reporting the use of abusive and offensive language toward fellow staff of the Medical Respite Sobering Center.
4. On or about September 7, 2018, Charging Party exercised rights guaranteed by the Higher Education Employer-Employee Relations Act by reporting the use of abusive and offensive language toward fellow staff of the Medical Respite Sobering Center.

5. On or about September 27, 2018, Charging Party exercised rights guaranteed by the Higher Education Employer-Employee Relations Act by discussing working conditions with fellow staff of the Medical Respite Sobering Center.

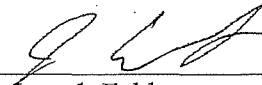
6. On or about October 10, 2018, Respondent, acting through its agent Valerie Gruber, took adverse action against Charging Party by releasing him from his probationary employment.

7. Respondent took the actions described in paragraph 6 because of Charging Party's activities described in paragraphs 3, 4, and 5, and thus violated Government Code section 3571(a).

Any amendment to the complaint shall be processed pursuant to California Code of Regulations, title 8, sections 32647 and 32648.

DATED: January 9, 2020

J. Felix De La Torre  
General Counsel

By   
\_\_\_\_\_  
Joseph Eckhart  
Senior Regional Attorney

## PROOF OF SERVICE

I declare that I am a resident of or employed in the County of Alameda, California. I am over the age of 18 years and not a party to the within entitled cause. The name and address of my residence or business is Public Employment Relations Board, San Francisco Regional Office, 1330 Broadway, Suite 1532, Oakland, CA, 94612.

On January 9, 2020, I served the Complaint Cover Letter regarding Case No. SF-CE-1221-H on the parties listed below by:

Placing a true copy thereof enclosed in a sealed envelope for collection and delivery by the United States Postal Service or private delivery service following ordinary business practices with postage or other costs prepaid.

Personal delivery.

Facsimile transmission in accordance with the requirements of PERB regulations 32090 and 32135(d).

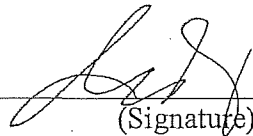
Electronic service (e-mail).

Marcie Isom Fitzsimmons, Attorney  
Gordon Rees Scully Mansukhani LLP  
275 Battery Street, Suite 2000  
San Francisco, CA 94111

Stephen Malloy  
2825 Van Ness Ave., #7  
San Francisco, CA 94109

I declare under penalty of perjury that the foregoing is true and correct and that this declaration was executed on January 9, 2020, at Oakland, California.

Charisse Diaz  
\_\_\_\_\_  
(Type or print name)

  
\_\_\_\_\_  
(Signature)

CITY RESPONDENTS WHO'S EMAILS HAVE NOT BEEN INSPECTED FOR ALL RECORDS CONCERNING  
STEPHEN MALLOY

- 1) Hallie Albert, Esq., DPH EEO Manager  
1390 Market St., 5th Floor  
San Francisco, CA 94102  
Telephone: 415-554-3816
- 2) Kavous Bassiri, Dr. & DPH Dir. Mental Health  
1390 Market St., 5th Floor  
San Francisco, CA 94102  
Telephone: 415-554-3816
- 3) Jeanne Buick, City HR Analyst for Dir.  
1390 Market St., 5th Floor  
San Francisco, CA 94102  
Telephone: 415-554-3816
- 4) Robyn Burke, City DA Records Custodian  
1390 Market St., 5th Floor  
San Francisco, CA 94102  
Telephone: 415-554-3816
- 5) Micki Callahan, City HR Dir.  
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San Francisco, CA 94102  
Telephone: 415-554-3816
- 6) Roxana Costello, City Dir. of Operations  
1390 Market St., 5th Floor  
San Francisco, CA 94102  
Telephone: 415-554-3816
- 7) Kelly Eagen, Dr. & DPH Sobering Center Medical Dir.  
1390 Market St., 5th Floor  
San Francisco, CA 94102  
Telephone: 415-554-3816
- 8) Susan Gard, City HR Policy Dir.  
1390 Market St., 5th Floor  
San Francisco, CA 94102  
Telephone: 415-554-3816
- 9) Hali Hammer, Dr. & DPH Medical Dir.  
1390 Market St., 5th Floor  
San Francisco, CA 94102  
Telephone: 415-554-3816

- 10) Kate Howard, City HR Deputy Dir.  
1390 Market St., 5th Floor  
San Francisco, CA 94102  
Telephone: 415-554-3816
- 11) Megan Kennel, DPH Charge Nurse at Sobering Center  
1390 Market St., 5th Floor  
San Francisco, CA 94102  
Telephone: 415-554-3816
- 12) Susanna Luong, City HR Manager of Finance & Administration  
1390 Market St., 5th Floor  
San Francisco, CA 94102  
Telephone: 415-554-3816
- 13) Alice Moughamian, RN, DPH Sobering Center Dir.  
1390 Market St., 5th Floor  
San Francisco, CA 94102  
Telephone: 415-554-3816
- 14) Anna Robert, RN, DPH Deputy Primary Care Dir.  
1390 Market St., 5th Floor  
San Francisco, CA 94102  
Telephone: 415-554-3816
- 15) Maggie Rykowski, DPH Chief of Integrity  
1390 Market St., 5th Floor  
San Francisco, CA 94102  
Telephone: 415-554-3816
- 16) Andrea Sanchez, RN, DPH Sobering Center  
1390 Market St., 5th Floor  
San Francisco, CA 94102  
Telephone: 415-554-3816
- 17) Linda Simon, City HR Dir. Of EEO  
1390 Market St., 5th Floor  
San Francisco, CA 94102  
Telephone: 415-554-3816
- 18) Rhonda Simmons, DPH Diversity Dir.  
1390 Market St., 5th Floor  
San Francisco, CA 94102  
Telephone: 415-554-3816

19) Mawuli Tugbenyoh, DHR Chief of Policy  
1390 Market St., 5th Floor  
San Francisco, CA 94102  
Telephone: 415-554-3816

20) Veronica Vien, City DPH Records Custodian  
1390 Market St., 5th Floor  
San Francisco, CA 94102  
Telephone: 415-554-3816

21) Henry Voong, City HR Records Custodian  
1390 Market St., 5th Floor  
San Francisco, CA 94102  
Telephone: 415-554-3816

22) Greg Wagner, Dir. DPH  
1390 Market St., 5th Floor  
San Francisco, CA 94102  
Telephone: 415-554-3816

23) Ron Weigelt, DPH HR Dir.  
1390 Market St., 5th Floor  
San Francisco, CA 94102  
Telephone: 415-554-3816

24) Jonathon Yank, City Attorney  
1390 Market St., 5th Floor  
San Francisco, CA 94102  
Telephone: 415-554-3816

## Leger, Cheryl (BOS)

---

**From:** Bruce Wolfe <sotf@brucewolfe.net>  
**Sent:** Tuesday, January 7, 2020 10:47 AM  
**To:** S  
**Cc:** SOTF, (BOS)  
**Subject:** Re: SOTF - Complaint Filed with the Sunshine Ordinance Task Force - File No. 19138

Cheryl,  
Please schedule this for complaint process.  
Thank you.  
Bruce Wolfe, Chair

On Mon, Dec 30, 2019, 6:48 PM Stephen <grovestand2012@gmail.com> wrote:  
Understood.

A. I think the City's jurisdiction is well established in the clear contract language.

B. I feel it is applicable, because the people's records must be made available per the Sunshine Ordinance by the respondent.

Since, the respondent who is obligated under a City contract, refuses to comply and allow citizens the right to inspect the people's records, then yes I would like my complaint to stand and be presented to the Committee.

C. I offer, that the respondent being a state entity, does not excuse it from its contracted obligations to the City and its Citizens.

D. Therefore, the respondent's failure to adhere to the Sunshine Ordinance, per the City Contract (Section 40) they agreed to comply with, is a matter that falls to the Committee to ensure compliance with the law.

Thank you for placing it before the Committee for review Mr. Wolfe.

I will be in attendance to answer any questions that fall to me, during the hearing.

Most appreciated,

Stephen Malloy

On Dec 30, 2019, at 6:19 PM, Bruce Wolfe <sotf@brucewolfe.net> wrote:

Dear Mr. Malloy,

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recommendations for jurisdiction, and, again, do not want you to waste time either if it plainly appears on the face to be not applicable. For instance, if the parties are incorrect the outcome will reflect that in the jurisdiction phase. The matter will then be recommended to be closed.

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**SF Sunshine Ordinance Task Force**

*(Response is very limited during business hours on business days and holidays)*  
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As I understand it, it specifically grants me as a Citizen and you (Sunshine Task Force), the authority to request records inspection.

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If this is not the case, please advise, otherwise based on the City's authority granted to it in Section 40., yes I would like to call it into administration for any and all written communications concerning Stephen Malloy to be conducted under the provisions of SF Code 67.24(e). Is that ok?

Thank you both for your consideration in this matter. Mr. Wolfe, Ms. Leger has a copy of the full City Contract too.

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On Mon, Dec 30, 2019 at 3:45 PM SOTF, (BOS) <sotf@sfgov.org> wrote:

Dear Mr. Malloy:

Please see the response from Chair Bruce Wolfe of the SOTF below regarding your complaint against UCSF. Hope you had a nice holiday.

Cheryl Leger

Assistant Clerk, Board of Supervisors

Tel: 415-554-7724

<image001.png>

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From: Bruce Wolfe <sotf@brucewolfe.net>

Sent: Monday, December 30, 2019 3:06 PM

To: SOTF, (BOS) <sotf@sfgov.org>

Subject: Re: SOTF - Complaint Filed with the Sunshine Ordinance Task Force - File No. 19138

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Please send a message to Mr. Malloy:

Dear Mr. Malloy --

Respectfully, in the interest of not wasting your time, the University of California is a state institution and is not a City and County of San Francisco institution, department or agency thus is not within the jurisdiction of the San Francisco Sunshine Ordinance despite one of its campuses being geographically located here. Thus, only the CPRA is applicable and not the local San Francisco Sunshine Ordinance. Our process is solely for use within the confines of City and County of San Francisco departments, commissions, boards and agencies. Unless you have some evidence to the contrary, the outcome of a hearing regarding jurisdiction would likely not be in your favor.

You are free to have your file heard and we will schedule it but we are obligated to provide administrative support and consultations to the public in this way. *Please advise.*

Yours,

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SF Sunshine Ordinance Task Force

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**The Respondent is required to submit a written response to the allegations including any and all supporting documents, recordings, electronic media, etc., to the Task Force**

**within five (5) business days of receipt of this notice.** This is your opportunity to provide a full explanation to allow the Task Force to be fully informed in considering your response prior its meeting.

Please include the following information in your response if applicable:

1. List all relevant records with descriptions that have been provided pursuant to the Complainant request.
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Please refer to the File Number when submitting any new information and/or supporting documents pertaining to this complaint.

The Complainant alleges:

*Complaint Attached.*

Cheryl Leger

Assistant Clerk, Board of Supervisors

Tel: 415-554-7724

<image001.png>

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**Leger, Cheryl (BOS)**

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**To:** S  
**Cc:** SOTF, (BOS)  
**Subject:** Re: FW: SOTF - Complaint Filed with the Sunshine Ordinance Task Force - File No. 19138

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**Leger, Cheryl (BOS)**

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**Sent:** Monday, December 30, 2019 6:48 PM  
**To:** Bruce Wolfe  
**Cc:** SOTF, (BOS); Stephen Malloy  
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S &lt;grovestand2012@gmail.com&gt;

---

**UCSF PRA 019-146**

3 messages

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**Gee, Brenda** <Brenda.Gee@ucsf.edu>  
 To: "grovestand2012@gmail.com" <grovestand2012@gmail.com>

Wed, Nov 20, 2019 at 9:57 AM

Dear Mr. Malloy:

The attached letter is in regard to your request for information.

Sincerely,

Brenda Gee

Communications, Policy, and Records


Office of the Executive Chancellor and Provost

(415) 476-4317

Brenda.Gee@ucsf.edu

Pronouns: She, her, hers

---

 **PRA 019-146\_11-20-19.pdf**  
 100K

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**S** <grovestand2012@gmail.com> Wed, Nov 20, 2019 at 4:21 PM  
 To: "Gee, Brenda" <Brenda.Gee@ucsf.edu>, Lowenstein@ucsf.edu  
 Cc: "Pero, Michelle" <Michelle.Pero@ucsf.edu>, "Sacramento, Nyoki" <Nyoki.Sacramento@ucsf.edu>, "Hawgood, Sam" <hawgoods@ucsf.edu>, "Navarro, Renee" <Renee.Navarro@ucsf.edu>, Corey.Jackson@ucsf.edu

Ms. Gee, and I include the senior leaders who may aide you in the request:

The evasion of your below letter today, which attempts to deny your assigned state duty to produce the people's written records and communications concerning Stephen Malloy, fails.

1. Government Code Section 6254(c) exempts from disclosure "[p]ersonnel, medical or similar files, the disclosure of which would constitute an unwarranted invasion of personal privacy."

A. You continue to confuse *CIPRA* and **CPRA**, why is that?

We have already addressed my *CIPRA*/Personnel Request request. Pending when we meet at our CA State Industrial Hearing next year, to compel your release of my full personnel records, that is an old issue Ms. Gee.

B. So your claim of 6254(c) fails, as I did not ask you, for a *CIPRA* personnel records request, as you well know.

C. In fact, I have now asked you for the 4<sup>th</sup> and last time, starting on Nov. 5th for the people's written records concerning Stephen Malloy as a **CPRA** request. You have failed to do that in compliance with the law. I know I don't need to remind you of the law Ms. Gee, but find these key facts that you have disregarded and must comply with and provide the people's records:

In 1968, the Legislature enacted the CPRA "for the purpose of increasing freedom of information by giving members of the public access to information in the possession of public agencies."

*CBS, Inc. v. Block* (1986) 42 Cal.3d 646, 651. "As we have observed in the context of the public's right of access to court proceedings and documents, public access makes it possible for members of the public 'to expose corruption, incompetence, inefficiency, prejudice, and favoritism.'"

*International Federation of Prof. and Tech. Engineers, Local 21, AFL-CIO v. Superior Court* (2007) 42 Cal.4th 319, 333 ("IFPTE"). The CPRA declares that, "access to information concerning the conduct of the people's business is a fundamental and necessary right of every person in this state." (§ 6250.) This right is also guaranteed by the California Constitution. (Art. I, Sect. 3(b)(1), ["The people have the right of access to information concerning the conduct of the people's business, and, therefore, the meetings of public bodies and the writings of public officials and agencies shall be open to public scrutiny."])

The CPRA provides a presumption of openness — "[a]ll public records are subject to disclosure unless the Legislature has expressly provided to the contrary." *Williams v. Sup. Ct.* (1993) 5 Cal.4th 337, 346; see also IFPTE, at 336-37 "[t]he records at issue are presumptively open because they contain 'information relating to the conduct of the public's business.'"

To overcome this presumption, the agency must prove that the constitutional right to access is outweighed by a specific interest in nondisclosure of the records. (§ 6255 ["The agency shall justify withholding any record by demonstrating that the record in question is exempt under express provisions of this chapter or that on the facts of the particular case the public interest served by not disclosing the record clearly outweighs the public interest served by disclosure of the record."])

Thus, the "burden of proof is on the [the agency], who must demonstrate a 'clear overbalance' on the side of confidentiality." *CBS Broadcasting, Inc. v. Sup. Ct.* (2001) 91 Cal.App.4th 892, 908. The California Constitution also requires that any provision of law that limits the people's right of access be narrowly construed. (Art. I, § 3(b) ["A statute...shall be broadly construed if it furthers the people's right of access, and narrowly construed if it limits the right of access."]) Therefore, Metropolitan's claim of exemption must be narrowly construed. *Caldecott v. Superior Court* (2015) 243 Cal.App.4th 212, 218-19.

2. Therefore Ms. Gee, your attempt to keep secrets from the people, by utilizing Code 6255 also fails.

- As the California Supreme Court has stated: "[T]his provision...the burden of proof on the proponent of nondisclosure to demonstrate a clear overbalance on the side of confidentiality."

A. The investigation you cite, per my Nov. 18th memo to UCSF Leadership is incommunicado.

- Thus with no contact or action by the University with me, even after repeated attempts on my part as the complainant, it demonstrates that the University as a respondent fails in this regard.
- In short, there is no apparent investigation for me to show any evidence to the court Ms. Gee. It is non-existent apparently on the part of UCSF Leadership for their has been no report to me and in turn there is no report for the court.
- So, Ms. Gee...what investigation concerning me are you citing...where the university is working-communicating and processing it with my full involvement and participation?
- For myself and the court, there is no such evidence, of said investigation. Thus the refuge you seek in the catch-all of Code 6255 is non-existent.

B. As the Court has stated, proof of the confidentiality must be demonstrated by you. You have made no such demonstration of a confidential investigation involving Stephen Malloy.

- Given that the university is not conducting said public investigation, as there is no record of that provided to me, to in turn provide the court, your citation of Code 6255 fails.
- Secrets cannot be withheld from the people in a CPRA request pertaining to records concerning Stephen Malloy. I encourage you to do the search the law compels you to.

C. My case is not closed Ms. Gee, it remains open.

- And, I provided you specific departments and personnel concerning records of Stephen Malloy on Nov. 8th that fall well outside any non-existent investigation. As such they are not secrets, which can be withheld from the people.
- Written records and communications of the people's state government institution/UCSF are not to be held as secret and any redactions are to be narrowly construed Ms. Gee but still provided per CPRA.
- Here is my email CPRA request for your review - again:

***"Date: November 8, 2019 at 12:17:54 AM PST***

***To: Brenda.Gee@ucsf.edu***

***Subject: Fwd: UCSF PRA 019-136***

*Ms. Gee,*

*Per Government Code Section 6253.1 which states:*

*"(a) When a member of the public requests to inspect a public record or obtain a copy of a public record, the public agency, in order to assist the member of the public make a focused and effective request that reasonably describes an identifiable record or records, shall do all of the following, to the extent reasonable under the circumstances:*

*(1) Assist the member of the public to identify records and information that are responsive to the request or to the purpose of the request, if stated.*

*(2) Describe the information technology and physical location in which the records exist.*

*(3) Provide suggestions for overcoming any practical basis for denying access to the records or information sought."*

*Accordingly, my request remains open under the law and I again ask for your compliance.*

*To aide you, communications and records may be found with the following UCSF Departments and Personnel concerning "Stephen Malloy:"*

*1. Executive Provost*

- Dan Lowenstein*
- Janhavi Bonville*

*2. Legal Affairs*

- Kate Mente*
- Greta Schnetzler*
- Susan Smith*

*3. Labor & Employee Relations*

- Shelly Patton*
- Aviva Roller*

*4. HR*

- Corey Jackson*
- Jenny Schreiber*
- Cynthia Leathers*

*5. OPHD*

- Vice-Chancellor Renee Navarro*

*6. Title IX*

- Nyoki Sacramento*
- Zachary Williams*
- Grant Abernathy*
- Nakisha Wright*
- Deborah Ohiomoba*
- Alan Carpenter*

*7. Chancellor's Office*

- Sam Hawgood*

*8. Academic Affairs*

- Brian Alldredge*
- Tanisha Willoughby*

*9. Office of Ethics & Compliance*

- Brian Smith*

*10. Office Senior Vice Chancellor, Finance & Administration*

- Paul Jenny*

*11. Office of Strategic Communications*



- *Barbara French*

## 12. UCSF & Health

- *Mark Jaret*
- *Nancy Duranteau*
- *Jeffrey Chiu*
- *Dayna Moore*
- *Irene McGlynn*
- *Dr. Bruce Ovbiagele*
- *Kenneth McQuaid*

## \*13. UCSF Citywide/Dept. of Psychiatry

- *Dr. Fumi Mitsuishi*
- *Dr. Valerie Gruber*
- *Matthew State*
- *Jane Czech*
- *Constance Revore*

*\* In keeping with CPRA and the determination of the CA Supreme Court please ensure that UCSF Citywide specifically and all applicable State Personnel mentioned above generally, who used their personal email accounts and/or devices to communicate about the conduct of public business concerning Stephen Malloy...such as e-mails or text messages, those applicable writings are subject to disclosure under the California Public Records Act and I request a search and them too.*

*As I indicated in my earlier email, please notify me so that I may review the records and select which I care to request copies of first.*

*Thank you for your assistance in these matters and may I know that the 10 standard, while not required of the State, will be honored with my request as well?*

*Stephen Malloy"*

So, Ms. Gee now for the 4th time I am asking you please:

- Respectfully compile the records and inform me of when I can come in and inspect them.
- Per CPRA you are to categorize those records and even if you claim them as non-responsive still produce but redact.
- Ms. Gee as the Custodian of records at UCSF I ask again that you do your duty and with diligence search at UCSF for the people's written records and communications concerning Stephen Malloy.
- So that you are clear, here again was my Nov. 19th 3rd request email to you:

*"Ms. Gee,*

*I write now for the 3rd time, after giving you additional and specific information reference my CPRA request, to aide you in your search...as my below Nov. 8th Email exhibits.*

*I want to encourage you to please be respectful and abide by the people's lawful right to know concerning records and written information.*

*You are not allowed to discharge your duty under CA Law concerning the release, please comply.*

*I trust you are not blocking our right to open government and failing to allow me to inspect the public records?*

*Again, I do not want you to copy initially. I will come in and inspect the records in person first please.*

*I am reaching out to the Executive Provost as well, as I trust this will help deter you from unlawfully denying my Nov. 5th CPRA records request.*

*Thank you for your consideration in this matter.*

*Stephen Malloy"*

Please conduct the required and lawful CPRA request of the people's written communications and records concerning Stephen Malloy at UCSF Ms. Gee. There are many records, on many subjects, that are fully the right of the people to see. You cannot expect the court to believe that UCSF has not 1 record Ms. Gee to provide the people of it's work and administration with their patient navigator Stephen Malloy.


Again, when you have compiled the records, including the redacted portions which are to catalog and then provide me with alternative means to source, please inform me so that I may come in to inspect them first... before reproduction.

Your kind attention to this matter is appreciated.

Stephen Malloy

11-20-19

[Quoted text hidden]

 PRA 019-146\_11-20-19.pdf  
100K

**Gee, Brenda** <Brenda.Gee@ucsf.edu>  
To: S <grovestand2012@gmail.com>

Thu, Nov 21, 2019 at 1:24 PM

Dear Mr. Malloy:

As explained in the UCSF reply letter of November 20, 2019, your request is closed. CPRA does not operate prospectively, but you may resubmit your request in the future. Please note, as mentioned in my earlier reply, the law is clear on how records related to personnel matters and complaints are treated:

- Upon the conclusion of an investigation, if the allegations are determined to be well-founded and substantial in nature, responsive records will be produced. If it is determined that the allegations were not well-founded or substantial in nature, the records are exempt from production pursuant to California Government Code 6254(c) (see *Am. Fed'n of State Etc. Emps. v. Regents of Univ. of Cal.*, 80 Cal. App. 3d 913, 146 Cal. Rptr. 42 (1978)).

- Records are exempt from production during the pendency of an investigation. CPRA does not require public entities to release records when it would impair the integrity of an ongoing investigation process.

Sincerely,

Brenda Gee

Communications, Policy, and Records

Office of the Executive Chancellor and Provost

(415) 476-4317

Brenda.Gee@ucsf.edu

Pronouns: She, her, hers

[Quoted text hidden]



S &lt;grovestand2012@gmail.com&gt;

---

**Fwd: Malloy Nov 5th & Nov. 8th UCSF CPRA Request**

---

grovestand2012@gmail.com &lt;grovestand2012@gmail.com&gt;

Tue, Nov 19, 2019 at 12:03 AM

To: Brenda.Gee@ucsf.edu

Cc: Lowenstein@ucsf.edu

Bcc: grovestand2012@gmail.com

Ms. Gee,

I write now for the 3rd time, after giving you additional and specific information reference my CPRA request, to aide you in your search...as my below Nov. 8th Email exhibits.

I want to encourage you to please be respectful and abide by the people's lawful right to know concerning records and written information.

You are not allowed to discharge your duty under CA Law concerning the release, please comply.

I trust you are not blocking our right to open government and failing to allow me to inspect the public records?

Again, I do not want you to copy initially. I will come in and inspect the records in person first please.

I am reaching out to the Executive Provost as well, as I trust this will help deter you from unlawfully denying my Nov. 5th CPRA records request.

Thank you for your consideration in this matter.

Stephen Malloy

**Date:** November 8, 2019 at 12:17:54 AM PST

**To:** Brenda.Gee@ucsf.edu

**Cc:** Dan Scannell <Dan.Scannell@ucop.edu>

**Subject:** Fwd: UCSF PRA 019-136

Ms. Gee,

Per Government Code Section 6253.1 which states:

"(a) When a member of the public requests to inspect a public record or obtain a copy of a public record, the public agency, in order to assist the member of the public make a focused and effective request that reasonably describes an identifiable record or records, shall do all of the following, to the extent reasonable under the circumstances:

- (1) Assist the member of the public to identify records and information that are responsive to the request or to the purpose of the request, if stated.
- (2) Describe the information technology and physical location in which the records exist.
- (3) Provide suggestions for overcoming any practical basis for denying access to the records or information sought."

Accordingly, my request remains open under the law and I again ask for your compliance.

To aide you, communications and records may be found with the following UCSF Departments and Personnel concerning "Stephen Malloy:"

1. Executive Provost
  - Dan Lowenstein
  - Janhavi Bonville
2. Legal Affairs
  - Kate Mente
  - Greta Schnetzler
  - Susan Smith
3. Labor & Employee Relations
  - Shelly Patton
  - Aviva Roller
4. HR
  - Corey Jackson
  - Jenny Schreiber
  - Cynthia Leathers
5. OPHD
  - Vice-Chancellor Renee Navarro
6. Title IX
  - Nyoki Sacramento
  - Zachary Williams
  - Grant Abernathy
  - Nakisha Wright
  - Deborah Ohiomoba
  - Alan Carpenter
7. Chancellor's Office
  - Sam Hawgood
8. Academic Affairs
  - Brian Alldredge
  - Tanisha Willoughby
9. Office of Ethics & Compliance
  - Brian Smith
10. Office Senior Vice Chancellor, Finance & Administration
  - Paul Jenny
11. Office of Strategic Communications
  - Barbara French
12. UCSF & Health
  - Mark Jaret
  - Nancy Duranteau
  - Jeffrey Chiu
  - Dayna Moore
  - Irene McGlynn
  - Dr. Bruce Ovbiagele
  - Kenneth McQuaid
- \*13. UCSF Citywide/Dept. of Psychiatry
  - Dr. Fumi Mitsuiishi
  - Dr. Valerie Gruber
  - Matthew State
  - Jane Czech
  - Constance Revore

\* In keeping with CPRA and the determination of the CA Supreme Court please ensure that UCSF Citywide specifically and all applicable State Personnel mentioned above generally, who used

their *personal* email accounts and/or devices to communicate about the conduct of public business concerning Stephen Malloy...such as e-mails or text messages, those applicable writings are subject to disclosure under the California Public Records Act and I request a search and them too.

As I indicated in my earlier email, please notify me so that I may review the records and select which I care to request copies of first.

Thank you for your assistance in these matters and may I know that the 10 standard, while not required of the State, will be honored with my request as well?

Stephen Malloy

Begin forwarded message:

**From:** "Gee, Brenda" <Brenda.Gee@ucsf.edu>  
**Date:** November 7, 2019 at 6:01:22 PM PST  
**To:** "grovestand2012@gmail.com" <grovestand2012@gmail.com>  
**Subject:** UCSF PRA 019-136

Dear Mr. Malloy:

The attached letter is in response to your request for records.

Sincerely,

Brenda Gee

Communications, Policy, and Records

Office of the Executive Chancellor and Provost

(415) 476-4317

Brenda.Gee@ucsf.edu

Pronouns: She, her, hers



**PRA 019-136\_11-7-19.pdf**

73K



S &lt;grovestand2012@gmail.com&gt;

---

**UCSF PRA 019-136**

2 messages

**Gee, Brenda** <Brenda.Gee@ucsf.edu>

Thu, Nov 7, 2019 at 6:01 PM

To: "grovestand2012@gmail.com" &lt;grovestand2012@gmail.com&gt;

Dear Mr. Malloy:

The attached letter is in response to your request for records.

Sincerely,

Brenda Gee

Communications, Policy, and Records

Office of the Executive Chancellor and Provost

(415) 476-4317

Brenda.Gee@ucsf.edu

Pronouns: She, her, hers

**PRA 019-136\_11-7-19.pdf**

73K

---

**grovestand2012@gmail.com** <grovestand2012@gmail.com>

Fri, Nov 8, 2019 at 12:17 AM

To: Brenda.Gee@ucsf.edu

Cc: Dan Scannell &lt;Dan.Scannell@ucop.edu&gt;

Bcc: grovestand2012@gmail.com, malloy\_fpr@yahoo.com, mcguirelettie@gmail.com, tonigeorgewalcott@gmail.com

Ms. Gee,

Per Government Code Section 6253.1 which states:

"(a) When a member of the public requests to inspect a public record or obtain a copy of a public record, the public agency, in order to assist the member of the public make a focused and effective request that reasonably describes an identifiable record or records, shall do all of the following, to the extent reasonable under the circumstances:



- (1) Assist the member of the public to identify records and information that are responsive to the request or to the purpose of the request, if stated.
- (2) Describe the information technology and physical location in which the records exist.
- (3) Provide suggestions for overcoming any practical basis for denying access to the records or information sought."

Accordingly, my request remains open under the law and I again ask for your compliance.

To aide you, communications and records may be found with the following UCSF Departments and Personnel concerning "Stephen Malloy:"

1. Executive Provost

- Dan Lowenstein
- Janhavi Bonville

2. Legal Affairs

- Kate Mente
- Greta Schnetzler
- Susan Smith

3. Labor & Employee Relations

- Shelly Patton
- Aviva Roller

4. HR

- Corey Jackson
- Jenny Schreiber
- Cynthia Leathers

5. OPHD

- Vice-Chancellor Renee Navarro

6. Title IX

- Nyoki Sacramento
- Zachary Williams
- Grant Abernathy
- Nakisha Wright
- Deborah Ohiomoba
- Alan Carpenter

7. Chancellor's Office

- Sam Hawgood

8. Academic Affairs

- Brian Alldredge
- Tanisha Willoughby

9. Office of Ethics & Compliance

- Brian Smith

10. Office Senior Vice Chancellor, Finance & Administration

- Paul Jenny

11. Office of Strategic Communications

- Barbara French

12. UCSF & Health

- Mark Jaret
- Nancy Duranteau
- Jeffrey Chiu
- Dayna Moore
- Irene McGlynn
- Dr. Bruce Ovbiagele
- Kenneth McQuaid

\*13. UCSF Citywide/Dept. of Psychiatry

- Dr. Fumi Mitsuishi
- Dr. Valerie Gruber
- Matthew State
- Jane Czech
- Constance Revore

\* In keeping with CPRA and the determination of the CA Supreme Court please ensure that UCSF Citywide specifically and all applicable State Personnel mentioned above generally, who used their *personal* email accounts and/or devices to communicate about the conduct of public business concerning Stephen Malloy...such as e-mails or text messages, those applicable writings are subject to disclosure under the California Public Records Act and I request a search and them too.

As I indicated in my earlier email, please notify me so that I may review the records and select which I care to request copies of first.

Thank you for your assistance in these matters and may I know that the 10 standard, while not required of the State, will be honored with my request as well?


Stephen Malloy

Begin forwarded message:

**From:** "Gee, Brenda" <Brenda.Gee@ucsf.edu>  
**Date:** November 7, 2019 at 6:01:22 PM PST  
**To:** "grovestand2012@gmail.com" <grovestand2012@gmail.com>  
**Subject:** UCSF PRA 019-136

[Quoted text hidden]

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73K



S &lt;grovestand2012@gmail.com&gt;

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**Global UC CPRA Request**

7 messages

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**grovestand2012@gmail.com** <grovestand2012@gmail.com>

Tue, Nov 5, 2019 at 10:53 PM

To: pra@ucop.edu

Bcc: grovestand2012@gmail.com

I am requesting a Global UC CPRA Request for all records concerning Stephen Malloy.

Thank you,

Stephen Malloy  
310-428-7005

---

**grovestand2012@gmail.com** <grovestand2012@gmail.com>

Tue, Nov 5, 2019 at 10:58 PM

To: pra@ucop.edu

Bcc: grovestand2012@gmail.com

\* Note:

I want to see the records. Please call or email me when the records are ready for viewing. Do not make copies on my behalf. I will review the documents first and then indicate those documents I wish copied.

Stephen Malloy

On Nov 5, 2019, at 10:53 PM, "grovestand2012@gmail.com" <grovestand2012@gmail.com> wrote:

I am requesting a Global UC CPRA Request for all records concerning Stephen Malloy.

[Quoted text hidden]

---

**Dan Scannell** <Dan.Scannell@ucop.edu>

Wed, Nov 6, 2019 at 9:27 AM

To: "grovestand2012@gmail.com" &lt;grovestand2012@gmail.com&gt;

Cc: UCOP-PRA &lt;PRA@ucop.edu&gt;

Mr. Malloy,

The University of California Office of the President (UCOP) has received your Public Records Act request (below): Please note that UCOP cannot conduct a system-wide search as you suggest - we can only access UCOP records here. You would need to submit a separate request directly to a campus for any campus records. The campus CPRA office contacts can be found here:

<https://www.ucop.edu/general-counsel/legal-resources/information-practices/information-practices-coordinators.html>

For UCOP to conduct a search for UCOP records, we will need additional information in order to commence a search. For example, are you or were you employed at a UC location, and if so, which one and when? Or are you a current or former student, and if so, at which campus and when? Any information you provide will help us commence a search.

Sincerely,

Dan Scannell

[Quoted text hidden]

----- Forwarded message -----

From: "grovestand2012@gmail.com" <grovestand2012@gmail.com>

To: UCOP-PRA <PRA@ucop.edu>  
 Cc:  
 Bcc:  
 Date: Wed, 6 Nov 2019 06:58:50 +0000  
 Subject: Re: Global UC CPRA Request  
 \* Note:

I want to see the records. Please call or email me when the records are ready for viewing. Do not make copies on my behalf. I will review the documents first and then indicate those documents I wish copied.

Stephen Malloy


On Nov 5, 2019, at 10:53 PM, "grovestand2012@gmail.com" <grovestand2012@gmail.com> wrote:

I am requesting a Global UC CPRA Request for all records concerning Stephen Malloy.

Thank you,

Stephen Malloy  
 310-428-7005

---

 **Re: Global UC CPRA Request.eml**  
 11K

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**grovestand2012@gmail.com** <grovestand2012@gmail.com>  
 To: Dan Scannell <Dan.Scannell@ucop.edu>  
 Cc: UCOP-PRA <PRA@ucop.edu>  
 Bcc: grovestand2012@gmail.com

Wed, Nov 6, 2019 at 6:37 PM

Please see answers noted below...

> On Nov 6, 2019, at 9:27 AM, Dan Scannell <Dan.Scannell@ucop.edu> wrote:  
 >  
 > Mr. Malloy,  
 >  
 > The University of California Office of the President (UCOP) has received your Public Records Act request (below). Please note that UCOP cannot conduct a system-wide search as you suggest - we can only access UCOP records here. You would need to submit a separate request directly to a campus for any campus records. The campus CPRA office contacts can be found here:  
 > <https://www.ucop.edu/general-counsel/legal-resources/information-practices/information-practices-coordinators.html>  
 >  
 > For UCOP to conduct a search for UCOP records, we will need additional information in order to commence a search. For example, are you or were you employed at a UC location, and if so, which one and when?  
 Yes. UCSF Citywide April 2018 thru October 2018.

My request is for UCOP records from September 2018 through Present day.

> Or are you a current or former student, and if so, at which campus and when? Any information you provide will help us commence a search.  
 At UCOP the search should be all departments please.

Of note, these departments have records:

- Legal Affairs
- Diversity, Labor & Employee Relations
- HR
- Systemwide Human Resources
- Title IX
- Office of the President

I issued the request to UCSF Brenda Gee

P63

on the 11th as well and have been ignored. Are you able to assist in ensuring compliance with CPRA by UCSF Gee?

Thank you for your consideration in these matters.

Stephen Malloy

>  
 > Sincerely,  
 > Dan Scannell  
 >  
 >  
 >  
 > -----Original Message-----  
 > From: grovestand2012@gmail.com <grovestand2012@gmail.com>  
 > Sent: Tuesday, November 5, 2019 10:53 PM  
 > To: UCOP-PRA <PRA@ucop.edu>  
 > Subject: Global UC CPRA Request  
 >  
 > I am requesting a Global UC CPRA Request for all records concerning Stephen Malloy.  
 >  
 > Thank you,  
 >  
 > Stephen Malloy  
 > 310-428-7005  
 >  
 > <mime-attachment>

---

**grovestand2012@gmail.com** <grovestand2012@gmail.com> Mon, Nov 18, 2019 at 11:40 PM  
 To: Dan Scannell <Dan.Scannell@ucop.edu>  
 Cc: UCOP-PRA <PRA@ucop.edu>  
 Bcc: grovestand2012@gmail.com

Mr. Scannell;

I write to follow-up on my Nov. 5th CPRA Request please?

I believe your request to me for additional focus to aide you in locating all existing records was provided on Nov. 6th.

I would like to come in and inspect them before any reproduction please.

Thank you for your consideration in this matter.

Stephen Malloy

> On Nov 6, 2019, at 6:37 PM, "grovestand2012@gmail.com" <grovestand2012@gmail.com> wrote:  
 >  
 > Please see answers noted below...  
 [Quoted text hidden]

---

**Dan Scannell** <Dan.Scannell@ucop.edu> Tue, Nov 19, 2019 at 10:26 AM  
 To: "grovestand2012@gmail.com" <grovestand2012@gmail.com>  
 Cc: UCOP-PRA <PRA@ucop.edu>

Mr. Malloy,  
 I've forwarded your request to the analyst that is managing the search for records. To date, no records have been found. I will have her contact you once the search has been completed. Please note that the acknowledgement letter you received provided you an estimated date of production of 8 weeks, due to the 70+ other requests in front of you in the queue.  
 [Quoted text hidden]

---

**grovestand2012@gmail.com** <grovestand2012@gmail.com> Tue, Nov 19, 2019 at 10:58 AM  
 To: Dan Scannell <Dan.Scannell@ucop.edu> P64

Cc: UCOP-PRA <PRA@ucop.edu>  
Bcc: grovestand2012@gmail.com

Thank you for the update Mr. Scannell.

To aide the analyst, here are more specifics, as in the emails of UCOP Personnel within the Offices I mentioned to cross-check:

Alexander.Bustamante@ucop.edu  
Claire.Doan@ucop.edu  
Suzanne.Taylor@ucop.edu  
president@ucop.edu  
• charles.robinson@ucop.edu  
• Greta.Schnetzler@ucsf.edu  
• Chris.Harrington@ucdc.edu  
• john.stobo@ucop.edu  
• michelle.pero@ucsf.edu  
• Marie-Ann.Hairston@ucop.edu  
• Dwaine.Duckett@ucop.edu

The analyst can also cross-check with these UC/UCSF Staff who communicated with UCOP concerning all records with Stephen Malloy...

1. Executive Provost

- Dan Lowenstein
- Janhavi Bonville
- Brenda Gee

2. Legal Affairs

- Kate Mente
- Greta Schnetzler
- Susan Smith

3. Labor & Employee Relations

- Shelly Patton
- Aviva Roller

4. HR

- Corey Jackson
- Jenny Schreiber
- Cynthia Leathers

5. OPHD

- Vice-Chancellor Renee Navarro

6. Title IX

- Nyoki Sacramento
- Zachary Williams
- Grant Abernathy
- Nakisha Wright
- Deborah Ohiomoba
- Alan Carpenter

7. Chancellor's Office

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8. Academic Affairs

- Brian Alldredge
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9. Office of Ethics & Compliance

- Brian Smith

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- Paul Jenny

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12. UCSF & Health

- Mark Jaret
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- Jeffrey Chiu
- Dayna Moore
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- Dr. Bruce Ovbiagele
- Kenneth McQuaid

\*13. UCSF Citywide/Dept. of Psychiatry

- Dr. Fumi Mitsuishi
- Dr. Valerie Gruber
- Matthew State
- Jane Czech
- Constance Revore

Also, I want to come in and inspect the records first please before any reproduction.

Most appreciated,

Stephen Malloy

[Quoted text hidden]

[Quoted text hidden]

**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  
The Regents of the University of California, A Constitutional Corporation,  
on behalf of its San Francisco Campus  
UC SFGH Clinical Practice Group SFGH/Comm Focus PGM**

This Agreement is made this 1st day of July 1, 2018 in the City and County of San Francisco, State of California, by and between: The Regents of the University of California, on behalf of its San Francisco campus, acting by and through its Office of Research, a California Constitutional corporation, hereinafter referred to as "Contractor," and the City and County of San Francisco, a municipal corporation, hereinafter referred to as "City," acting by and through its Director of the Office of Contract Administration or the Director's designated agent, hereinafter referred to as "Purchasing."

**Recitals**

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

WHEREAS, this Agreement was competitively procured as required by San Francisco Administrative Code Chapter 21.1 through RFP-26-2016, RFP-08-2017 and RFP-11-2017, Request for Proposals ("RFP's") issued on August 26, 2016, August 27, 2017 and June 12, 2017 respectively in which City selected Contractor as the highest qualified scorer pursuant to the RFP's; and

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 48652-16/17 on June 19, 2017 and 40587-17-18 on November 20, 2017;

WHEREAS, approval for this Agreement was obtained when the Board of Supervisors approved Resolution Number 293-18 on September 14, 2018;

Now, THEREFORE, the parties agree as follows:

**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

1 | Page

Original Agreement, Contract ID# 1000010136.  
UC P-500 (8-15; DPH 7-14)

Regents UNIV OF CA/SFGH PSYCHIATRY DPT  
July 1, 2018, BOS



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.**

**2. Term of the Agreement**

Subject to Section 1, the term of this Agreement shall be from **July 1, 2018 to June 30, 2022.**

**3. Effective Date of Agreement**

This Agreement shall become effective when the Controller has certified to the availability of funds and Contractor has been notified in writing. However, City shall pay for services performed from the beginning date of the term of the Agreement upon certification of the Controller of the availability of funds.

**4. Services Contractor Agrees to Perform**

The Contractor agrees to perform the services provided for in Appendix A, "Services to be provided by Contractor," attached hereto and incorporated by reference as though fully set forth herein.

**5. Compensation**

Compensation shall be made in monthly payments on or before the **30th** day of each month for work, as set forth in Section 4 of this Agreement, that the **Director of Public Health**, concludes has been performed as of the **last day** of the immediately preceding month. In no event shall the amount of this Agreement exceed **Twenty Two Million Eight Hundred Eleven Thousand Five Hundred Ten Dollars (\$22,811,510)**. The breakdown of costs associated with this Agreement appears in **Appendix B, "Calculation of Charges,"** attached hereto and incorporated by reference as though fully set forth herein.

Payments shall become due to Contractor pursuant to the payment provisions set forth in the statement of work when reports are received, services are rendered, or both, as required under and 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. Prior to the withholding of payment to Contractor for those services which City believes Contractor has failed or refused to satisfy pertaining to any material obligation under this Agreement, the parties agree that they will meet and discuss in good faith the alleged failure or refusal as soon as practicable after it becomes known to the City.

In no event shall City be liable for interest or late charges for any late payments.

#### **6. Guaranteed Maximum Costs**

a. The City's obligation hereunder shall not at any time exceed the amount certified by the Controller for the purpose and period stated in such certification.

b. Except as may be provided by laws governing emergency procedures, officers and employees of the City are not authorized to request, and the City is not required to reimburse the Contractor for, Commodities or Services beyond the agreed upon contract scope unless the changed scope is authorized by amendment and approved as required by law.

c. Officers and employees of the City are not authorized to offer or promise, nor is the City required to honor, any offered or promised additional funding in excess of the maximum amount of funding for which the contract is certified without certification of the additional amount by the Controller.

d. The Controller is not authorized to make payments on any contract for which funds have not been certified as available in the budget or by supplemental appropriation.

#### **7. Payment; Invoice Format**

Invoices furnished by Contractor under this Agreement must be in a form acceptable to the Controller, and must include a unique invoice number and must conform to Appendix F. All amounts paid by City to Contractor shall be subject to audit by City.

Payment shall be made by City to Contractor at the address specified in the section entitled "Notices to the Parties."

#### **8. Submitting False Claims; Monetary Penalties**

Pursuant to San Francisco Administrative Code §21.35, any contractor, subcontractor or consultant who submits a false claim shall be liable to the City for the statutory penalties set forth in that section. A contractor, subcontractor or consultant will be deemed to have submitted a false claim to the City if the contractor, subcontractor or consultant: (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.

#### **9. Disallowance**

If Contractor claims or receives payment from City for a service, 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.

By executing this Agreement, Contractor certifies that Contractor is not suspended, debarred or otherwise excluded from participation in federal assistance programs. Contractor acknowledges that this certification of eligibility to receive federal funds is a material term of the Agreement.

## 10. Taxes

a. Payment, as applicable, of any taxes, including possessory interest taxes and California sales and use taxes, levied upon or as a result of this Agreement, or the services delivered pursuant hereto, shall be the obligation of Contractor. Nothing in that paragraph shall be interpreted as a waiver of any immunities or defenses that Contractor may otherwise have.

b. Without waiving its rights afforded to it as a California Constitutional Corporation, Contractor states as follows: Contractor recognizes and understands 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:

(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.

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

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

(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.

## 11. Payment Does Not Imply Acceptance of Work

The payment by City for Services under this Agreement, or the receipt of payment thereof by Contractor, shall in no way affect the obligation of Contractor to perform the Services set forth in **Appendix A** of this Agreement, nor does it preclude City from seeking any available legal remedy should Contractor fail to perform such Services.

## 12. Qualified Personnel

Work under this Agreement shall be performed only by competent personnel under the supervision of and in the employment of Contractor. To the extent possible, Contractor will comply with City's reasonable requests regarding assignment of personnel, but all personnel, including those assigned at City's request, must be supervised by Contractor. Contractor shall commit adequate resources to complete the project within the project schedule specified in this Agreement.

### 13. Responsibility for Equipment

a. City shall not be responsible for any damage to persons or property to the extent it is a result of the use, misuse or failure of any equipment used by Contractor, or by any of its employees, even though such equipment be furnished, rented or loaned to Contractor by City, while such equipment is in the sole care, custody, and control of Contractor.

b. Any equipment purchased by Contractor with funds provided under the terms of this Agreement shall be deemed to be the property of the City and title to such equipment shall vest in the City. Contractor shall notify the Contract Administrator of any purchase of equipment in writing and shall provide an inventory of such equipment to the Contract Administrator within thirty (30) calendar days of the expiration or termination of this Agreement. If payment under this Agreement is based on a fee for service, equipment purchased using funds from this Agreement shall be referenced in Appendix B.

### 14. Independent Contractor; Payment of Taxes and Other Expenses

#### a. Independent Contractor

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.

**b. Payment of Taxes and Other Expenses.**

Should City, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Division, or both, determine that Contractor is an employee for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Contractor which can be applied against this liability). City shall then forward those amounts to the relevant taxing authority. Should a relevant taxing authority determine a liability for past services performed by Contractor for City, upon notification of such fact by City, Contractor shall promptly remit such amount due or arrange with City to have the amount due withheld from future payments to Contractor under this Agreement (again, offsetting any amounts already paid by Contractor which can be applied as a credit against such liability). A determination of employment status pursuant to the preceding two paragraphs shall be solely for the purposes of the particular tax in question, and for all other purposes of this Agreement, Contractor shall not be considered an employee of City. Notwithstanding the foregoing, Contractor agrees to indemnify and save harmless City and its officers, agents and employees from, and, if requested, shall defend them against any and all claims, losses, costs, damages, and expenses, including attorney's fees, arising from this section, but only in proportion and to the extent such claims, losses, costs, damages, and expenses, including attorney's fees, are caused by or result from the negligent or intentional acts or omissions of Contractor, its officers, agents or employees.

**15. Insurance**

Contractor and City agree that each party will maintain in force, throughout the term of this Agreement, a program of insurance and/or self-insurance of sufficient scope and amount to permit each party to discharge promptly any obligations each incurs by operation of this Agreement. A certificate of insurance is not required from either party. In the event an insurance waiver is required or approved, it shall be attached hereto as Appendix C.

**16. Indemnification**

a. Contractor shall defend, indemnify, and hold City, its officers, employees and agents, harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages, arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Contractor, its officers, agents or employees.

b. City shall defend, indemnify, and hold Contractor, its officers, employees and agents, harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages, arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of City, its officers, agents or employees.

**17. Incidental and Consequential Damages - Deleted by agreement of the parties.**

**18. Liability of City - Deleted by agreement of the parties.**

**19. Liquidated Damages - Deleted by agreement of the parties.**

**20. Default; Remedies**

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

(1) Either party fails or refuses to perform or observe any material term, covenant, or condition contained in any of the following Sections of this Agreement: 8, 10, 15, 24, 30, 37, 53, 55, 57, 64 and item 1 of Appendix D attached to this Agreement.

(2) Either party fails or refuses to perform or observe any other material term, covenant or condition contained in this Agreement, and such default continues for a period of ten days without cure after written notice thereof from the nonbreaching party to the breaching party. However, the parties may agree in writing to extend the cure period.

(3) Either party (a) is generally not paying its debts as they become due, (b) 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, (c) makes an assignment for the benefit of its creditors, (d) consents to the appointment of a custodian, receiver, trustee or other officer with similar powers of such party or of any substantial part of such party's property or (e) takes action for the purpose of any of the foregoing.

(4) A court or government authority enters an order (a) appointing a custodian, receiver, trustee or other officer with similar powers with respect to such party or with respect to any substantial part of such party's property, (b) 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 (c) ordering the dissolution, winding-up or liquidation of such party.

b. On and after any Event of Default, the nonbreaching party 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.

c. 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.

## 21. Termination for Convenience

a. Either party may terminate this Agreement by giving thirty (30) calendar days advance written notice to the other party of the intention to terminate this Agreement, including the date upon which it will become effective. Upon issuance and receipt of a notice to terminate, both parties shall mitigate any outstanding financial commitments. In the event of termination of this Agreement before expiration, the Contractor agrees to file with the City all outstanding claims, cost reports and program reports within sixty (60) calendar days of such termination. Contractor shall be paid for those services performed pursuant to this Agreement to the satisfaction of City up to the date of termination and after said date for any services mutually agreed to by the parties as necessary for continuity of care, in which case the following sentence shall not apply. Costs which City shall not pay include, but are not limited to, anticipated profits on this Agreement, post-termination employee salaries and/or benefits, post-termination administrative expenses, or any other cost which is not reasonable and authorized under this Agreement. City's payment obligation under this Section shall survive termination of this Agreement.

b. Upon receipt of a notice of termination from the City, 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:

- (1) Halting the performance of all services and other work under this Agreement on the date(s) and in the manner specified by City.
- (2) Not placing any further orders or subcontracts for materials, services, equipment or other items.
- (3) Terminating all existing orders and subcontracts.
- (4) 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.
- (5) Subject to City's approval, settling all outstanding liabilities and all claims arising out of the termination of orders and subcontracts.
- (6) Completing performance of any services or work that City designates to be completed prior to the date of termination specified by City.
- (7) 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.

c. 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:

- (1) The reasonable cost to Contractor, without profit, for all services and other work City directed Contractor to perform prior to the specified termination date, for which services or work City has not already tendered payment. Reasonable costs may include a reasonable allowance for actual overhead not to exceed the negotiated indirect rate as set forth in **Appendix B**. Any overhead allowance shall be separately itemized. Contractor may also recover the reasonable cost of preparing the invoice.
- (2) A reasonable allowance for profit on the cost of the services and other work described in the immediately preceding subsection (1), provided that Contractor can establish, to the satisfaction of City, that Contractor would have made a profit had all services and other work under this Agreement been completed, and provided further, that the profit allowed shall in no event exceed 5% of such cost.
- (3) 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.
- (4) 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.

d. With respect to such post-termination costs, 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 the immediately preceding subsection (c). Such non-

recoverable post-termination costs include, but are not limited to, anticipated profits on 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 related to post-termination costs, prejudgment interest, or any other expense which is not reasonable or authorized under such subsection (c).

e. In arriving at the amount due to Contractor under this Section, City may deduct: (1) all payments previously made by City for work or other services covered by Contractor's final invoice; and (2) any invoiced costs or expenses excluded pursuant to the immediately preceding subsection (d).

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

## **22. Rights and Duties upon Termination or Expiration**

a. This Section and the following Sections of this Agreement shall survive termination or expiration of this Agreement: 8 through 11, 13 through 18, 24, 26, 27, 28, 48 through 52, 56, 57, 64 and item 1 of Appendix D (HIPAA) attached to this Agreement.

b. Subject to the immediately preceding subsection (a), upon termination of this Agreement prior to expiration of the term specified in Section 2, this Agreement shall terminate and be of no further force or effect. When all payments due under this Agreement to the time of termination, less those legally withheld, if any, have been paid by City to Contractor, 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 as required pursuant to this Agreement or acquired with funding provided under 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. This subsection shall survive termination of this Agreement.

## **23. Conflict of Interest**

Through its execution of this Agreement, Contractor acknowledges that it is familiar with the provision of Section 15.103 of the City's Charter, Article III, Chapter 2 of City's Campaign and Governmental Conduct Code, and Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which constitutes a violation of said provisions and agrees that it will immediately notify the City if it becomes aware of any such fact during the term of this Agreement.

## **24. Proprietary or Confidential Information of City**

a. Each Party understands and agrees that, in the performance of the work or services under this Agreement or in contemplation thereof, one party may have access to private or confidential information which may be owned or controlled by the other party ("Providing Party") and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to Providing Party. Each party agrees that all information disclosed and marked as "Confidential" by the Providing Party to the other ("Receiving Party") or that the Receiving Party should reasonably know under the circumstances is confidential with the burden on the Providing Party to prove that the Receiving Party should have so known, shall be held in confidence and used only in performance of the Agreement. Receiving Party shall exercise the same standard of care to protect such information as a reasonably prudent contractor would use to protect its own proprietary data. City acknowledges that, as a public non-profit educational institution, Contractor is subject to statutes requiring disclosure of information and



records which a private corporation could keep confidential. This section does not apply to patient medical records or to confidential information regarding patients or clients.

b. Contractor shall maintain the usual and customary records for clients receiving Services under this Agreement. Subject to applicable state and federal laws and regulations, Contractor agrees that all private or confidential information concerning clients receiving the Services set forth in **Appendix A** under this Agreement, whether disclosed by City or by the individuals themselves, shall be held in confidence, shall be used only in performance of this Agreement, and shall be disclosed to third parties only as authorized by law. The City reserves the right to terminate this Agreement for default if the Contractor violates the terms of this section.

c. Contractor agrees that it has the duty and responsibility to make available to the Contract Administrator 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. The City acknowledges its duties and responsibilities regarding such records under such statutes and regulations.

d. If this Agreement is terminated by either party, or expires, the Contractor shall provide City with copies of the following records to the extent they were created with funding provided by this Agreement or directly related to services funded by this Agreement and to the extent Contractor is permitted by law to release or disclose same: (i) all records of persons receiving Services and (ii) records related to studies and research; (iii) all fiscal records. If this Agreement is terminated by either party, or expires, such records shall be submitted to the City upon request. Notwithstanding any provision in this Agreement to the contrary, Contractor does not waive its rights under CA Evidence Code §1157, *et seq.* or any other federal and state laws and regulations pertaining to the confidentiality or privacy of Contractor, its patients, students, faculty, employees, and agents.

e. The parties will set forth on each statement of work, any reports information, or other material they deem to be confidential or proprietary. Any confidential or proprietary reports, information, or materials of the City received or created by Contractor under this Agreement shall not be divulged by Contractor to any person or entity other than the City except as required by federal, state or local law, or if not required by law, without the prior written permission of the Department of Public Health Contract Administrator listed in **Appendix A**.

## 25. Notices to the Parties

Unless otherwise indicated elsewhere in this Agreement, all written communications sent by the parties may be by U.S. mail, e-mail or by fax, and shall be addressed as follows:

To CITY: Office of Contract Management and Compliance Fax: (415) 431-1100  
Department of Public Health  
1380 Howard Street, 5th Floor  
San Francisco, California 94102

and: Hilda Jones email: [Hilda.Jones@sfdph.org](mailto:Hilda.Jones@sfdph.org)  
Contract Administrator  
San Francisco Department of Public Health  
1380 Howard Street, 5<sup>th</sup> Floor  
San Francisco, CA 94102

To CONTRACTOR: The Regents of the University of California Fax: (415) 476-8158  
UCSF Office of Sponsored Research  
Contracts and Grants Division  
3333 California Street, Suite 315  
San Francisco, CA 94143-0962  
(if overnight, use zip code 94118)

And: Joti Mahal-Gill Fax: (415) 476 - 9634  
Principal Contact  
3333 California Street, Suite 315  
San Francisco, CA 94143-0962

PAYMENTS: Payee: "The Regents of the University of California"  
Mail to:  
Mail Remittance Cashier  
Accounting Office  
University of California, San Francisco  
  
1855 Folsom Street, Suite 425  
San Francisco, CA 94143-0815  
(if overnight, use zip code 94103)

Any notice of default must be sent by registered mail.

## 26. Ownership of Results

Any interest of Contractor or its subcontractors, in drawings, plans, specifications, blueprints, studies, reports, memoranda, computation sheets, computer files and media or other documents prepared by Contractor or its subcontractors specifically under the direction and control of City and identified in Appendix A, Appendix B and any attachments to Appendix A and B, to this Agreement shall become the property of City and will be transmitted to City upon request. City hereby gives Contractor a non-exclusive, royalty-free, worldwide license to use such Materials for scholarly or academic purposes when City owns the results, and Contractor gives City a non-exclusive, royalty-free, worldwide license to use such Materials for scholarly or academic purposes when Contractor owns the results. However, Contractor may retain and use copies for reference and as documentation of its experience and capabilities.

## 27. Works for Hire

If, in connection with services performed specifically under the direction and control of City and identified on Appendix A to this Agreement, Contractor and/or its subcontractors create artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, blueprints, source codes or any other original works of authorship, 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 are the property of City (collectively, "Works"). City hereby gives Contractor a non-exclusive, royalty-free, worldwide license to use such Works for scholarly or academic purposes. Except as provided herein, Contractor may not sell, or otherwise transfer its license to any commercial third party for any reason whatsoever. In all other instances, Contractor shall retain ownership and shall give City a non-exclusive, royalty-free, worldwide license to use such items for scholarly or academic purposes.

## 28. Audit and Inspection of Records

a. Contractor agrees to maintain and make available to the City, during regular business hours, accurate books and accounting records relating to its work under this Agreement. 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 less 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 conferred upon City by this Section.

b. 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 thirty (30) days of the audit being published and at the City's request. 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 the finalized 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.

c. 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.

d. 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.

## 29. Subcontracting

a. Services rendered by the Contractor pursuant to this Agreement may be carried out under subcontracts. All such subcontracts shall be in writing and shall abide by such federal, state and local laws and regulations as pertain to this Agreement. No subcontract shall terminate the legal responsibilities of the Contractor to the City to ensure that all activities under this Agreement shall be carried out.

b. Contractor may utilize consultants to assist in a variety of functions. All agreements with consultants must be in writing, stating the amount of compensation and the scope of work.

c. Neither party shall, on the basis of this Agreement, contract on behalf of, or in the name of, the other party. An agreement made in violation of this provision shall confer no rights on any party and shall be null and void.

d. Contractor shall provide the City with a list of all subcontractors and consultants retained by Contractor to provide Services under this Agreement either before such retention or as soon as reasonably possible after retention. City shall have the right to exercise its reasonable discretion to reject the retention of any subcontractor or consultant by Contractor. Upon any rejection by City, Contractor shall end rejected subcontractors or consultants provision of Services under this Agreement.

### **30. 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 the Contractor, except as otherwise provided in Paragraph 29, above, unless first approved by City by written instrument executed and approved in the same manner as this Agreement.

### **31. 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.

**32. Consideration of Criminal History in Hiring and Employment Decisions.** Deleted in consideration of Contractor's Public Entity status and approved by Office of Contracts Administration (OCA).

**33. Local Business Enterprise Utilization; Liquidated Damages -** Deleted in consideration of Contractor's Public Entity status.

**34. Nondiscrimination; Penalties -** Deleted based on Contracts Monitoring Division 's(CMD) approval of sole source exception.

**35. MacBride Principles—Northern Ireland -** Deleted in consideration of Contractor's Public Entity status.

### **36. Tropical Hardwood and Virgin Redwood Ban**

Pursuant to §804(b) of the San Francisco Environment Code, the City and County of San Francisco urges contractors not to import, purchase, obtain, or use for any purpose, any tropical hardwood, tropical hardwood wood product, virgin redwood or virgin redwood wood product.

### **37. Drug-Free Workplace Policy**

Contractor acknowledges that pursuant to the Federal Drug-Free Workplace Act of 1989, the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited on City premises. Contractor agrees that any violation of this prohibition by Contractor, its employees, agents, or assigns will be deemed a material breach of this Agreement.

### **38. Resource Conservation**

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Original Agreement, Contract ID# 1000010136  
UC P-500 (8-15; DPH 7-14)

Regents UNIV OF CA/SFGH PSYCHIATRY DPT  
July 1, 2018, BOS

Chapter 5 of the San Francisco Environment Code ("Resource Conservation") is incorporated herein by reference. Failure by Contractor to comply with any of the applicable requirements of Chapter 5 will be deemed a material breach of contract.

**39. Compliance with Americans with Disabilities Act** - Deleted in consideration of Contractor's public entity status and the fact that this Agreement serves a substantial public interest, per Administrative Code Chapter 12C.5-1(b).

**40. Sunshine Ordinance**

In accordance with San Francisco Administrative Code §67.24(e), contracts, contractors' bids, responses to solicitations and all other records of communications between City and persons or firms seeking contracts, shall be open to inspection immediately after a contract has been awarded. Nothing in this provision requires the disclosure of a private person or organization's net worth or other proprietary financial data submitted for qualification for a contract or other benefit until and unless that person or organization is awarded the contract or benefit. Information provided which is covered by this paragraph will be made available to the public upon request.

**41. Public Access to Meetings and Records** - Deleted in consideration of Contractor's Public Entity status.

**42. Limitations on Contributions**

Through execution of 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. Contractor acknowledges that the foregoing restriction applies only if the contract or a combination or series of contracts approved by the same individual or board in a fiscal year have a total anticipated or actual value of \$50,000 or more. Contractor further acknowledges that 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. Additionally, Contractor acknowledges that Contractor must inform each of the persons described in the preceding sentence of the prohibitions contained in Section 1.126. Contractor further agrees to provide to City the names of each person, entity or committee described above.

**43. Requiring Minimum Compensation for Covered Employees** - Deleted in consideration of Contractor's Public Entity status.

**44. Requiring Health Benefits for Covered Employees** - Deleted in consideration of Contractor's Public Entity status.

45. **First Source Hiring Program** - Deleted in consideration of Contractor's Public Entity status.

46. **Prohibition on Political Activity with City Funds**

In accordance with San Francisco Administrative Code Chapter 12.G, Contractor may not participate in, support, or attempt to influence any political campaign for a candidate or for a ballot measure (collectively, "Political Activity") in the performance of the services provided under this Agreement. Contractor agrees to comply with San Francisco Administrative Code Chapter 12.G and any implementing rules and regulations promulgated by the City's Controller. The terms and provisions of Chapter 12.G are incorporated herein by this reference. In the event Contractor violates the provisions of this section, the City may, in addition to any other rights or remedies available hereunder, (i) terminate this Agreement, and (ii) prohibit Contractor from bidding on or receiving any new City contract for a period of two (2) years. The Controller will not consider Contractor's use of profit as a violation of this section.

47. **Preservative-treated Wood Containing Arsenic** - Deleted in consideration of the fact that this Agreement is not for the purchase of preservative-treated wood products.

48. **Modification of Agreement**

a. This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved in the same manner as this Agreement, except that changes in the scope of service that do not increase the level of total compensation shall be subject to the provisions of the Department of Public Health Policy / Procedure Regarding Contract Budget Changes in effect at commencement of the term of this Agreement, a copy of which has been provided to Contractor. In the event that City desires to amend the Policy/Procedures Regarding Contract Budget Changes, it will provide Contractor with at least thirty (30) days written notice of the proposed changes and provide Contractor with the opportunity to ask questions, raise concerns or recommend alternative revisions. City shall, in good faith, consider Contractor's questions, concerns and recommendations in finalizing any changes to the Policy/Procedure Regarding Budget Changes; however, the final approval of such changes shall be solely in City's discretion.

b. City may from time to time request changes in the scope of the services of this Agreement to be performed hereunder. Such changes, including any increase or decrease in the amount of Contractor's compensation, which are mutually agreed upon by and between the City and Contractor, shall be effective only upon execution of a duly authorized amendment to this Agreement. Contractor shall cooperate with the City 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 twenty percent 20%(CMD Contract Modification Form).

49. **Administrative Remedy for Agreement Interpretation**

a. **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 by negotiation. 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. If agreed by both parties in writing, disputes may be resolved by a mutually agreed-upon alternative dispute resolution process. Neither party will be entitled to legal fees or costs for matters resolved under this section.

b. Government Code Claims. 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 Government Code Claim requirements set forth in Administrative Code Chapter 10 and Government Code Section 900, et seq.

**50. 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.

**51. Construction**

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

**52. Entire Agreement**

This Agreement, including all Appendices expressly incorporated herein, sets forth the entire understanding between the parties, and supersedes all other oral or written provisions as it pertains to the subject matter herein. This contract may be modified only as provided in Section 48.

**53. Compliance with Laws**

The parties shall comply with all applicable laws in the performance of this Agreement.

**54. Services Provided by Attorneys**

The parties do not intend that any legal services will be provided under this Agreement. Any services to be provided under this Agreement (with funding provided by City) to be performed by a law firm or attorney as set forth in the statement of work must be reviewed and approved in writing in advance by the City Attorney. No invoices for services provided by law firms or attorneys, including, without limitation, as subcontractors of Contractor, will be paid unless the provider received advance written approval from the City Attorney.

**55. Supervision of 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, Contractor and any subcontractor shall comply with any and all applicable requirements under federal or state law mandating criminal history screening for positions involving the supervision of minors.

**56. 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.

**57. Protection of Private Information**

Contractor has read and agrees to the terms set forth in San Francisco Administrative Code Sections 12M.2, "Nondisclosure of Private Information," and 12M.3, "Enforcement" of Administrative Code Chapter 12M, "Protection of Private Information," which are incorporated herein as if fully set forth. Contractor agrees that any failure of Contractor to comply with the requirements of Section 12M.2 of this Chapter shall be a material breach of the Contract. In such an event, in addition to any other remedies available to it under equity or law, the City may terminate the Contract, bring a false claim action against the Contractor pursuant to Chapter 6 or Chapter 21 of the Administrative Code, or debar the Contractor. The provisions of this Section 57 shall not apply to the extent inconsistent with federal, state or local law.

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

**59. Food Service Waste Reduction Requirements**

Contractor agrees to comply fully with and be bound by all of the provisions of the Food Service Waste Reduction Ordinance, as set forth in San Francisco Environment Code Chapter 16, including the remedies provided, and implementing guidelines and rules. The provisions of Chapter 16 are incorporated herein by reference and made a part of this Agreement as though fully set forth. This provision is a material term of this Agreement. By entering into this Agreement, Contractor agrees that if it breaches this provision, City will suffer actual damages that will be impractical or extremely difficult to determine; further, Contractor agrees that the sum of one hundred dollars (\$100) liquidated damages for the first breach, two hundred dollars (\$200) liquidated damages for the second breach in the same year, and five hundred dollars (\$500) liquidated damages for subsequent breaches in the same year is reasonable estimate of the damage that City will incur based on the violation, established in light of the circumstances existing at the time this Agreement was made. Such amount shall not be considered a penalty, but rather agreed monetary damages sustained by City because of Contractor's failure to comply with this provision.

**60. Slavery Era Disclosure - Deleted in consideration of Contractor's status as a State of California agency per San Francisco Administrative Code Chapter 12.Y.3(b).**

**61. Dispute Resolution Procedure - Deleted by agreement of the Parties.**

**62. Additional Terms**

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


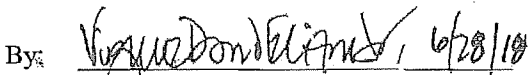
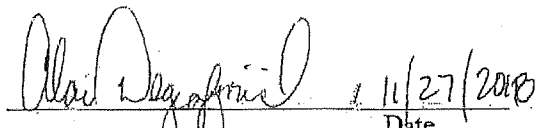
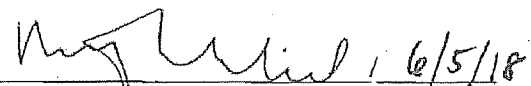
**63. Cooperative Drafting.**



This Agreement has been drafted through a cooperative effort of both parties, 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.

**64. 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, but only in proportion to and to the extent that such fine, penalty or damages are caused by or result from the negligent acts or omissions of Contractor. In such an event, in addition to any other remedies available to it under equity or law, the City may terminate the Contract.

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

| CITY                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | CONTRACTOR                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>Recommended by:</p> <p> 6/29/18<br/>Date</p> <p>Barbara A. Garcia, MPA<br/>Director of Public Health<br/>Public Health Department</p> <p>Approved as to Form:</p> <p>Dennis J. Herrera<br/>City Attorney</p> <p>By:  6/28/18<br/>Date</p> <p>Julie Van Nostern<br/>Deputy City Attorney</p> <p>Approved:</p> <p> 11/27/2018<br/>Date</p> <p>Director of the Office of Contract Administration,<br/>and Purchaser</p> | <p>The Regents of the University of California,<br/>A Constitutional Corporation,<br/>on behalf of its San Francisco Campus</p> <p>By signing this Agreement, I certify that the University of California is exempt from the requirements of the Minimum Compensation Ordinance, referenced in Section 43, since the University is an agency of the State of California.</p> <p> 6/5/18<br/>Date</p> <p>Navjot Mahal-Gill<br/>Contracts Specialist<br/>3333 California Street, Suite 315<br/>San Francisco, California 94143-0962</p> <p>City Supplier ID: 0000012358</p> |

**Appendices**

- A: Services to be provided by Contractor
- B: Calculation of Charges
- C: Insurance Waiver
- D: Additional Terms
- E: HIPAA Business Associate Agreement (Omitted)
- F: Invoice

Received By:  
NOV 15 '18 PM 2:59  
Purchasing Department

**Appendix A**  
**Services to be provided by Contractor**

**1. Terms**

**A. Contract Administrator:**

In performing the Services hereunder, Contractor shall report to Hilda Jones, Contract Administrator for the City, or his / her designee, and City will contact UC Principal Investigator or other appropriate UCSF staff person, Contractor's principal investigator for this Agreement, or his / her designee.

**B. Reports:**

Contractor shall submit written reports as reasonably requested by the City. The format for the content of such reports shall be determined by the City in advance. 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 make reasonable efforts 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 represents 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:**

It is the intent of the parties that only clients who are San Francisco residents shall be treated under the terms of this Agreement, and City shall pay for all services rendered by Contractor in accordance with this Agreement. The parties agree that to the extent that residency has been verified by the City, that verification may be relied upon by Contractor. 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 record keeping.

(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 correcting known site hazards, the proper use of equipment located at the site, the health and safety of their employees, and for all other persons who work at or visit the job site as per local and/or state regulations.

(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. Research Study Records:

To facilitate the exchange of research study records, should this Appendix A include the use of human study subjects, Contractor will include the City in all study subject consent forms reviewed and approved by Contractor's IRB.

M. 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, 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.

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 Assurance:

Contractor agrees to develop and implement a Quality Assurance Plan based on internal standards established by Contractor applicable to the Services as follows:

- (1) Staff evaluations.
- (2) Personnel policies and procedures.
- (3) Quality Improvement.
- (4) Staff education and training.

Other Miscellaneous Optional Provisions:

2. **Description of Services**

Detailed description of services are listed below and are attached hereto

A-1 Citywide Linkage

A-2: NOVA

A-3: Citywide Roving Team

- A-4: Citywide Services for Supportive Housing
- A-5: Citywide STOP
- A-6: Citywide STOP Sobering Center Case Management
- A-7: Citywide Assisted Outpatient Treatment

|                                   |                              |
|-----------------------------------|------------------------------|
| Contractor Name: UC Regent        | Appendix A- 1                |
| Program Name: UC Citywide Linkage | Contract Term: 07/01 – 06/30 |
|                                   |                              |

**1. Identifiers:**

Program Name: UC Citywide Linkage  
 Program Address: 982 Mission St.  
 City, State, ZIP: San Francisco, CA 94103  
 Telephone/FAX: 415-597-8065/415-597-8004  
 Website Address: <http://www.ucsf.edu/>

Person Completing this Narrative: David Fariello  
 Telephone: 415-597-8065  
 Email Address: david.fariello@ucsf.edu

Program Code(s): 89114

**2. Nature of Document:**

New  Renewal  Original

**Goal Statement:**

The program helps consumers recover emotional stability and functioning outside of institutional care, while linking to primary care, entitlements, housing, legal advocacy, payee services, and other resources to craft a stable support system. Finally, consumers are transitioned to ongoing mental health and/or substance abuse services within 60 to 90 days.

**3. Target Population:**

CLT treats San Francisco transitional-aged youth, adult, and older adult residents who, facing discharge from Inpatient Units or PES, are identified as being at risk of failure to link with necessary support services in the community. Consumers are about 56% male, 43% female, 40% white, 25% African American, 19% Asian, and 16% Latino. 90% are homeless and 80% are trauma survivors.

**4. Modality(s)/Intervention(s)**

| Units of Service (UOS) Description            | Units of Service (UOS) | Number of Clients (NOC) | Unduplicated Clients (UDC) |
|-----------------------------------------------|------------------------|-------------------------|----------------------------|
| OP - Case Mgt Brokerage<br>7.25 FTE = 205,883 | 191,796                |                         |                            |
| OP - MH Svcs<br>7.25 FTE = 127,924            | 138,565                |                         |                            |
| OP - Medication Support<br>.25 FTE = 15,500   | 15,500                 |                         |                            |
| OP - Crisis Intervention<br>7.25 FTE = 3,500  | 3,500                  |                         |                            |
| <b>Total UOS Delivered</b>                    | <b>349,361</b>         |                         |                            |
| <b>Total UDC Served</b>                       |                        |                         | <b>315</b>                 |

**5. Methodology:**

1 | Page

Original Agreement, Contract ID# 1000010136 Regents UNIV OF CA/SFGH PSYCHIATY DPT  
 July 1, 2018, BOS

|                                   |                              |
|-----------------------------------|------------------------------|
| Contractor Name: UC Regent        | Appendix A- I                |
| Program Name: UC Citywide Linkage | Contract Term: 07/01 – 06/30 |
|                                   |                              |

Engagement and assessment of referrals from the Inpatient Units usually occurs on the day of the referral. Each CLT consumer's Plan of Care is based on his/her stated goal, with the consumer dictating the goal CLT's services will help him/her achieve. CLT staff are imaginative and persistent in their determination to tailor services to meet consumer's immediate goals and most basic needs, using the Stages of Change model to tailor interventions appropriate for "where the client is at." With the consumer's expressed consent, his/her natural supports are also engaged in support of the consumer's recovery process: friends, loved ones, hotel managers, store clerks, payee services, etc. These natural supports serve as a way to re-link with consumers, who have fallen out of treatment, or to reinforce and support the relationship with the case manager.

The Citywide Linkage Team provides a full range of services to its enrolled consumers:

- Assessment and diagnosis with a focus on the development of a specific, measurable, time-limited, client-centered treatment plan.
- Psychoeducation with consumers and family members about diagnoses, symptoms, medications, stress reduction, and treatment options.
- Crisis intervention for consumers and family members, in the community they live. PSCs use natural and agency resources to shore up a consumer's support system, and also provide on-site consultation with PES and hospital staff. On-call access to our clinical staff is available 24 hours/7 days a week to all consumers, family members and collaborating programs.
- Short-term, solution-focused therapy including CBT, DBT, Harm Reduction/Relapse Prevention, Motivational Interviewing, and supportive counseling.
- Medication assessment, prescription, and monitoring.
- Assistance with finding appropriate long-term housing options.
- Placement of the client in residential treatment programs or short-term housing options, with assistance and coaching to maintain stability in placement.
- Routine and frequent outreach to clients in the community providing individualized support and engagement as needed.
- Linkage and advocacy to needed services including: primary health care, SSI advocacy, GA, support groups, self-help organizations, vocational services, payee services, socialization options, and basic needs.
- Staff to client ratio is 1:13, with services available in English, Spanish, and Cantonese, (provided by bi-cultural staff) and with expertise in services for transitional age youth and geriatric consumers. Clinical staff at 982 Mission Street can additionally provide services or translation in Russian, Tagalog, Mandarin, Toisanese, Fukinese, and Vietnamese.
- Linkage to the appropriate level of ongoing mental health, substance abuse, and/or primary care providers, including accompanying consumers to initial appointments to ensure secure linkage to ongoing services.

Within 60 to 90 days, CLT works to securely link clients to long-term clinic based services, ICM services, substance abuse services, and/or primary care providers for mental health care. By accurately accessing what the lowest appropriate level of care is for a client, we are able to support clients' highest levels of functioning, while dramatically reducing clients' long-term cost to the system. With staff



|                                          |                                     |
|------------------------------------------|-------------------------------------|
| <b>Contractor Name:</b> UC Regent        | <b>Appendix A- 1</b>                |
| <b>Program Name:</b> UC Citywide Linkage | <b>Contract Term:</b> 07/01 – 06/30 |
|                                          |                                     |

at Mission Mental Health, Chinatown North Beach, and South of Market Mental Health, we can provide a clinical assessment and intake, open the chart in the outpatient modality and expedite a medication evaluation. When clients are referred to long-term ICM services we overlap our services with the new provider for a brief time, to insure that the client is securely linked before being closed with CLT.

Program's staffing:  
See Appendix B

**7. Objectives and Measurements:**

"All objectives, and descriptions of how objectives will be measured, are contained in the CBHS document entitled CBHS Performance Objectives FY18-19."

**8. Continuous Quality Improvement:**

A. Productivity is reviewed on a monthly basis. The Division Administrator and Division Director distribute data from AVATAR to all supervisors. Line-staff are expected to monitor their own productivity through Avatar and it is reviewed at least monthly in their weekly individual supervision. Once CBHS generates reports tracking Program Objectives they will be brought monthly to the Divisions' bi-weekly Leadership meeting for review as well as team meetings within each program.

B. The Division PURQ meets weekly to review Treatment Authorization Requests, and Treatment Plans. All supervisors review two charts per supervisee, as part of quality control. Monthly Staff Meetings are a forum to identify program functioning strengths and limitations. Additionally there is a weekly Community Meeting in which clients are encouraged to identify concerns or improvements needed.

C. Every year staff language and cultural skills are identified as part of our Cultural Competency program. As part of the hiring process specific language and cultural skills are identified in the Job Description. The Division fully complies with CBHS Cultural Competency goals and standards.

D. The Division fully participates in the annual CBHS Measurement of client satisfaction.

E. As CBHS is able to generate reports from AVATAR data, the division reviews and integrates the data into operational reviews and/or opportunities from program enhancement. For example, we are currently working to submit a NIMH grant to implement Smoking Reduction with seriously mentally ill adults. We are hoping to generate baseline data from AVATAR data with help from CBHS.

**9. Required Language:**

Not applicable

|                                       |                                     |
|---------------------------------------|-------------------------------------|
| <b>Contractor Name:</b> UC Regent     | <b>Appendix A- 2</b>                |
| <b>Program Name:</b> UC Citywide NoVA | <b>Contract Term:</b> 07/01 – 06/30 |
|                                       |                                     |

**1. Identifiers:**

Program Name: UC Citywide NoVA  
 Program Address: 982 Mission St.  
 City, State, ZIP: San Francisco, CA 94103  
 Telephone/FAX: 415-597-8065/415-597-8004  
 Website Address: <http://www.ucsf.edu/>

Contractor Address (if different from above):  
 City, State, ZIP:

Person Completing this Narrative: David Fariello  
 Telephone: 415-597-8065  
 Email Address: david.fariello@ucsf.edu  
 Program Code(s) (if applicable): 8911NO

**2. Nature of Document:**

New     Renewal     Original

**3. Goal Statement:**

The goal of the program is to provide treatment to the whole person that will allow him or her to exit the criminal justice system and re-integrate into the community. Clients remain in the program as long as they continue to need services.

**4. Target Population:**

The target population is the mentally ill offender population which makes up approximately 18% of the average daily jail population. CWCM-NOVA clients- are 69% Male, 31% female, 43.6% African American, 43.6% White, 8.8 % Latino, 6% Asian, 11.6 suffer a mood disorder, 77.9% a psychotic disorder, 23.8% a personality disorder and 95% have a co-occurring substance abuse disorder.

**Modality(s)/Intervention(s)**

| Units of Service (UOS) Description<br>(add more rows if needed) | Units of Service (UOS) | Number of Clients (NOC) | Unduplicated Clients (UDC) |
|-----------------------------------------------------------------|------------------------|-------------------------|----------------------------|
| OP - Case Mgt Brokerage<br>1.60 FTE = 19,976                    | 19,976                 |                         |                            |
| OP - MH Svcs<br>1.60 FTE = 41,396                               | 41,396                 |                         |                            |
| OP - Crisis Intervention<br>1.60 FTE = 650                      | 650                    |                         |                            |
| <b>Total UOS Delivered</b>                                      | <b>62,022</b>          |                         |                            |

|                                |                              |
|--------------------------------|------------------------------|
| Contractor Name: UC Regent     | Appendix A- 2                |
| Program Name: UC Citywide NoVA | Contract Term: 07/01 – 06/30 |

|                  |  |  |  |    |
|------------------|--|--|--|----|
| Total UDC Served |  |  |  | 30 |
|------------------|--|--|--|----|

**Referral/Assessment and Engagement:** Upon referral, a clinical case manager assesses the client in-custody, explains the program services, and allows the client to voluntarily enroll in the program. Every former inmate faces obstacles in finding work, re-establishing family relationships, developing a social network and avoiding further criminal activity, but the challenges faced by individuals with psychiatric disabilities – who require specialized services and supports – can be even greater and more complex. In addition to grappling with their illness, they are more likely than other inmates to have been unemployed or homeless when incarcerated. The therapist works closely with the CWCM-NOVA case manager regarding the clients' needs, barriers, and course of mental illness. The therapist conducts a comprehensive biopsychosocial assessment, short-term therapy and referrals to community mental health programs as needed.

**Supported Employment:** The CWCM-NOVA Supported Employment Team was created to address the discrimination and stigma our clients face for their mental health issues and criminal justice histories by promoting recovery through employment. CWCM-NOVA clients are eligible for referral to our Support Employment Team through the Department of Rehabilitation.

**Integrated Mental Health and Substance Abuse Treatment:** It is estimated that 90% of enrolled participants will have substance abuse disorders in addition to his or her mental illness. SAMHSA identifies integrated mental health and substance abuse treatment as the best practice in working with clients with Co-Occurring Disorders. Simply put, it is "the application of knowledge, skills, and techniques by providers to comprehensively address both mental health and substance abuse issues in persons with co-occurring disorders."

**Gender Focused and Trauma Informed Treatment:** SFSD internal studies among female inmates one housing unit (SISTER) conducted in 2003 and 2004 found that 7% of women identified themselves as having a mental disability. In 2004, 57% of these women reported their mental health as poor or fair. In 2003, 84% indicated their mental health was poor or fair.

CWCM-NOVA has developed an array of specialized services addressing the ever-increasing needs of an ever-increasing female mentally ill offender population. Specifically, the program has developed a women-only Grief and Loss Group and Seeking Safety Group located at the Women's Resource Center.

The unduplicated number of individuals serves: 30 clients are served at any one time. Current client retention averages 6 months.

Program hours are Monday through Friday 8:30 am to 5:00 pm. Clients are referred by their CWCM-NOVA Case Manager for therapy services. CWCM-NOVA staff also visits clients in jails to introduce available therapy services.

Program Staffing: See Appendix B.

## 7. Objectives and Measurements:

All objectives, and descriptions of how objectives will be measured, are contained in the BHS document entitled BHS Performance Objectives FY18-19

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Original Agreement, Contract ID# 1000010136 Regents UNIV OF CA/SFGH PSYCHIATY DPT  
July 1, 2018, BOS

|                                |                              |
|--------------------------------|------------------------------|
| Contractor Name: UC Regent     | Appendix A- 2                |
| Program Name: UC Citywide NoVA | Contract Term: 07/01 – 06/30 |
|                                |                              |

Outpatient Mental Health (Tab 9) – Individualized Objectives: The program will maintain a census of 30 active CWCM – NoVA therapy client; contractor will prepare an annual client count summary by 9/01/2018.

**8. Continuous Quality Improvement:**

A. Productivity is reviewed on a monthly basis. The Division Administrator and Division Director distribute data from AVATAR to all supervisors. Line-staff are expected to monitor their own productivity through Avatar and it is reviewed at least monthly in their weekly individual supervision. Once CBHS generates reports tracking Program Objectives they will be brought monthly to the Divisions' bi-weekly Leadership meeting for review as well as team meetings within each program.

B. The Division PURQ meets weekly to review Treatment Authorization Requests, and Treatment Plans. All supervisors review two charts per supervisee, as part of quality control. Monthly Staff Meetings are a forum to identify program functioning strengths and limitations. Additionally there is a weekly Community Meeting in which clients are encouraged to identify concerns or improvements needed.

C. Every year staff language and cultural skills are identified as part of our Cultural Competency program. As part of the hiring process specific language and cultural skills are identified in the Job Description. The Division fully complies with CBHS Cultural Competency goals and standards.

D. The Division fully participates in the annual CBHS Measurement of client satisfaction.

E. As CBHS is able to generate reports from AVATAR data, the division reviews and integrates the data into operational reviews and/or opportunities from program enhancement. For example, we are currently working to submit a NIMH grant to implement Smoking Reduction with seriously mentally ill adults. We are hoping to generate baseline data from AVATAR data with help from CBHS.

**9. Required Language:**

Not applicable

|                                              |                                     |
|----------------------------------------------|-------------------------------------|
| <b>Contractor Name:</b> UC Regent            | <b>Appendix A- 3</b>                |
| <b>Program Name:</b> UC Citywide Roving Team | <b>Contract Term:</b> 07/01 – 06/30 |

**1. Identifiers:**

Program Name: UC Citywide Roving Team  
 Program Address: 982 Mission St.  
 City, State, ZIP: San Francisco, CA 94103  
 Telephone/FAX: 415-597-8065/415-597-8004  
 Website Address: <http://www.ucsf.edu/>

Person Completing this Narrative: David Fariello  
 Telephone: 415-597-8065  
 Email Address: david.fariello@ucsf.edu  
 Program Code(s) (if applicable): 8911RT

**2. Nature of Document:**

New     Renewal     Original

**3. Goal Statement:**

The purpose of this contract is to provide behavioral health case management for formerly homeless individuals living in the Human Services Agency's Housing First Master Lease Program. The goal of these services is to maximize housing retention within the Housing First Master Lease Program by addressing the unmet behavioral health needs of residents.

**4. Target Population:**

The contractor will serve residents of the Housing First Master Lease Program identified by on-site staff as having significant unmet behavioral health needs that could, if not addressed, lead to eviction and future episodes of homelessness.

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

| Units of Service (UOS) Description           | Units of Service (UOS) | Number of Clients (NOC) | Unduplicated Clients (UDC) |
|----------------------------------------------|------------------------|-------------------------|----------------------------|
| OP - Case Mgt Brokerage<br>7.47 FTE = 48,243 | 48,243                 |                         |                            |
| OP - MH Svcs<br>7.47 FTE = 312,978           | 312,978                |                         |                            |
| OP - Crisis Intervention<br>7.47 FTE = 1,900 | 1,900                  |                         |                            |
| <b>Total UOS Delivered</b>                   | <b>363,121</b>         |                         |                            |

1 | Page

Original Agreement, Contract ID# 1000010136    Regents UNIV OF CA/SFGH PSYCHIATY DPT  
 July 1, 2018, BOS

|                                              |                                     |
|----------------------------------------------|-------------------------------------|
| <b>Contractor Name:</b> UC Regent            | <b>Appendix A-3</b>                 |
| <b>Program Name:</b> UC Citywide Roving Team | <b>Contract Term:</b> 07/01 – 06/30 |

|                         |  |  |  |     |
|-------------------------|--|--|--|-----|
| <b>Total UDC Served</b> |  |  |  | 120 |
|-------------------------|--|--|--|-----|

**Methodology:** Services will be provided on-site at designated Housing First Master Lease sites funded by the Human Services Agency and operated by contracted housing providers. The team funded under this contract will outreach and provide behavioral health services, linkage and referral and crisis assessment and intervention on-site at the Housing First Master Lease Program supportive housing sites. Work hours for all staff will be 8:30 a.m. to 5:00 p.m., Monday through Friday.

The Housing First Master Lease Program provides housing for formerly homeless individuals and provides on-site services designed to help residents achieve long-term housing stability. The Housing First Master Lease Program currently offers more than 2,200 units of housing in twenty-two sites.

**Services to be Provided**

The team funded by this contract will consist of two Licensed Clinical Supervisors (LCSW or MFT), four senior level Case Managers (MSW or MA/MS), and a Substance Abuse Specialist (B.A. level). The team will augment the work of on-site staff by working with residents who require intensive short-term case management intervention due to unmet behavioral health needs that could pose a threat to housing stability. The team will also work in tandem with staff at the Department of Public Health (DPH)'s Housing and Urban Health Primary Care Clinic to provide comprehensive primary and behavioral health care to residents of the Housing First Master Lease Program. In addition, the team will refer residents as needed to an array of treatment resources.

Through this contract, contractor will:

- A. Work with on-site staff to identify residents in need of intensive short-term behavioral health treatment.
- B. Perform comprehensive psycho-social and substance abuse assessments completed in conjunction with medical assessments by the DPH primary care staff.
- C. Formulate short-term treatment plans to address difficult behaviors and preserve housing stability.
- D. Provide a full range of treatment intervention to individual clients, including (but not limited to): crisis intervention (including 5150 services as needed); supportive individual, family or group psychotherapy; substance abuse counseling (including harm reduction strategies); intensive case management, and daily living skill building.
- E. Offer transitional dual diagnosis groups in various Housing First Master Lease sites aimed at introducing harm reduction principles, strategies and resources to residents who are not yet willing or able to access drug treatment.

|                                              |                                     |
|----------------------------------------------|-------------------------------------|
| <b>Contractor Name:</b> UC Regent            | <b>Appendix A- 3</b>                |
| <b>Program Name:</b> UC Citywide Roving Team | <b>Contract Term:</b> 07/01 – 06/30 |
|                                              |                                     |

F. Provide referrals and linkages to appropriate entitlements and resources to enhance and strengthen residents’ support systems on a long-term basis.

G. Provide discharge planning and termination as the resident is either no longer in need of intensive services or leaves the hotel.

H. Participate in individual case conferences, team coordination meetings and in-service trainings with DPH medical staff as necessary.

I. Track all client interactions and outcome data.

J. Ensure completion of required time-keeping documentation for CSBG (Title XIX) reimbursement.

**Program’s staffing:**

See Appendix B

**7. Objectives and Measurements:**

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

Outpatient Supportive Housing (Tab 6) – Section I - I.1 After the first 60 days of the move-in date into a supportive housing program, no more than 10% of clients will experience a psychiatric hospitalization. Contractor will prepare an annual report by 9/01/2018.

**8. Continuous Quality Improvement:**

A. Productivity is reviewed on a monthly basis. The Division Administrator and Division Director distribute data from AVATAR to all supervisors. Line-staff are expected to monitor their own productivity through Avatar and it is reviewed at least monthly in their weekly individual supervision. Once CBHS generates reports tracking Program Objectives they will be brought monthly to the Divisions’ bi-weekly Leadership meeting for review as well as team meetings within each program.

B. The Division PURQ meets weekly to review Treatment Authorization Requests, and Treatment Plans. All supervisors review two charts per supervisee, as part of quality control. Monthly Staff Meetings are a forum to identify program functioning strengths and limitations. Additionally there is a weekly Community Meeting in which clients are encouraged to identify concerns or improvements needed.

C. Every year staff language and cultural skills are identified as part of our Cultural Competency program. As part of the hiring process specific language and cultural skills are identified in the Job Description. The Division fully complies with CBHS Cultural Competency goals and standards.

D. The Division fully participates in the annual CBHS Measurement of client satisfaction.

|                                              |                                     |
|----------------------------------------------|-------------------------------------|
| <b>Contractor Name:</b> UC Regent            | <b>Appendix A- 3</b>                |
| <b>Program Name:</b> UC Citywide Roving Team | <b>Contract Term:</b> 07/01 – 06/30 |
|                                              |                                     |

E. As CBHS is able to generate reports from AVATAR data, the division reviews and integrates the data into operational reviews and/or opportunities from program enhancement. For example, we are currently working to submit a NIMH grant to implement Smoking Reduction with seriously mentally ill adults. We are hoping to generate baseline data from AVATAR data with help from CBHS.

9. **Required Language:**  
Not applicable



|                                                                  |                                    |
|------------------------------------------------------------------|------------------------------------|
| <b>Contractor Name:</b> UC Regent                                | <b>Appendix A- 4</b>               |
| <b>Program Name:</b> UC Citywide Services for Supportive Housing | <b>Contract Term:</b> 07/01– 06/30 |
|                                                                  |                                    |

**1. Identifiers:**

Program Name: UC Citywide Services for Supportive Housing

Program Address: 982 Mission St.

City, State, ZIP: San Francisco, CA 94103

Telephone/FAX: 415-597-8065/415-597-8004

Website Address: <http://www.ucsf.edu/>

Person Completing this Narrative: David Fariello

Telephone: 415-597-8065

Email Address: david.fariello@ucsf.edu

Program Code(s) (if applicable): 8911SH

**2. Nature of Document:**

New  Renewal  Original

**3. Goal Statement:**

The goal is to provide behavioral health and other onsite support services to assist tenants at the Drs. Julian & Raye Richardson and Rene Cazenave Apartments to maintain housing stability and improve access to resources.

**4. Target Population:**

The target population is the 240 tenants of the Richardson and Rene Cazenave Apartments, comprised of formerly homeless, very low income ( $\leq 30\%$  of AMI as defined by HUD) adults with co-occurring mental health, substance abuse and medical problems, and limited experience living independently.

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

| Units of Service (UOS) Description                                            | Units of Service (UOS) | Number of Clients (NOC) | Unduplicated Clients (UDC) |
|-------------------------------------------------------------------------------|------------------------|-------------------------|----------------------------|
| OP - Case Mgt Brokerage<br>11.8 FTE = 61,902                                  | 61,902                 |                         |                            |
| OP - MH Svcs<br>11.8 FTE = 278,096                                            | 278,096                |                         |                            |
| OP - Medication Support<br>2.15 FTE = 112,000                                 | 112,000                |                         |                            |
| OP - Crisis Intervention<br>11.8 FTE = 10,119                                 | 10,119                 |                         |                            |
| Other Non-Medical Client Support Exp<br>3.35 FTE = 7,435 (Cost Reimbursement) | 7,435                  |                         |                            |

|                                                                  |                                    |
|------------------------------------------------------------------|------------------------------------|
| <b>Contractor Name:</b> UC Regent                                | <b>Appendix A- 4</b>               |
| <b>Program Name:</b> UC Citywide Services for Supportive Housing | <b>Contract Term:</b> 07/01– 06/30 |

|                            |         |  |     |
|----------------------------|---------|--|-----|
| <b>Total UOS Delivered</b> | 469,552 |  |     |
| <b>Total UDC Served</b>    |         |  | 240 |

These services shall include (but not be limited to) individual and group behavioral health counseling and case management as defined for Medi-Cal FFP, psychiatry, primary care nursing case management and medication monitoring, referral to and coordination with primary medical care, substance abuse and psychiatric treatment, benefit counseling and client advocacy, meal programs, health education, community building, tenant organizing, and all other case management functions. Services also include close collaboration with the on-site property management provider, Community Housing Partnership (CHP), the third-party rent payment provider (usually Lutheran Social Services), and DPH Primary Care Clinics.

6. **Methodology:** Richardson and Rene Cazenave Apartments are both 120-unit buildings of permanent Community Housing Partnership (CHP) and Citywide teams provide a joint orientation and housing screening for applicants. Housing eligibility is determined by CHP's property management. Citywide clinicians will also maintain contact with the applicants and the referring case managers prior to move in to coordinate services and ensure a transition of care. Upon move in, each tenant will be outreached by the clinical staff and offered services. In addition, clinicians will provide new tenants with program information/brochure and with a welcome basket of household items for their new apartments.

A. Program admission, enrollment and/or intake criteria and process.

The DAH Policy and Procedures, as outlined in the DAH Policy and Procedures Manual, will guide all admission, enrollment, and intake criteria, as well as program oversight upon lease-signing and ongoing.

At intake, program staff will complete a comprehensive evaluation and assessment of each tenant who agrees to accept services. Assessment efforts will identify the individual's mental health, substance abuse, medical and comprehensive service needs, including the risk for returning to homelessness. Citywide clinicians will use Avatar, the CBHS Medi-Cal billing and on-line documentation system. The program staff will develop an Individual Services Plan (ISP) in coordination with the individual including short and longer-term service needs. All tenants are eligible for services from Citywide. For tenants who are already connected with outside service providers, the clinicians will provide outreach and care coordination.

B. Citywide will provide clinical and supportive services, which will include, but not be limited to: outreach, engagement, assessment and evaluation, intensive case management, individual goal setting and treatment planning, supportive counseling and therapy, psychiatric services, referral and linkage, crisis assessment and intervention, community building, and strengthening social supports. In addition, practical assistance will be provided including emergency food and clothing,

|                                                                  |                                    |
|------------------------------------------------------------------|------------------------------------|
| <b>Contractor Name:</b> UC Regent                                | <b>Appendix A- 4</b>               |
| <b>Program Name:</b> UC Citywide Services for Supportive Housing | <b>Contract Term:</b> 07/01– 06/30 |
|                                                                  |                                    |

money management, and transportation assistance.

**Staff Hours:** Clinical Social Workers, Social Work Associate and the RN will be available as needed for resident services during regular business hours (9 a.m. – 5 p.m.) and limited after-hours (evening). The CHP property manager and an assistant property manager will be on-site during regular work hours. CHP desk clerks will be on duty on-site 24 hours/day and 7 days/week.

Individuals living in the apartments are eligible for on-site support services from Citywide clinicians. When a tenant moves out of the apartments, Citywide clinicians will continue to offer services during the transition period to link the individual to alternative.

**Program’s staffing:**  
See Appendix B

**7. Objectives and Measurements:**

All objectives, and descriptions of how objectives will be measured, are contained in the CBHS document entitled CBHS Performance Objectives FY18-19.

Outpatient Mental Health (Tab 1) Mental Health Outcomes apply.  
Supportive Housing (Tab 6) Supportive Housing Program Outcomes apply.

**8. Continuous Quality Improvement:**

A. Productivity is reviewed on a monthly basis. The Division Administrator and Division Director distribute data from AVATAR to all supervisors. Line-staff are expected to monitor their own productivity through Avatar and it is reviewed at least monthly in their weekly individual supervision. Once CBHS generates reports tracking Program Objectives they will be brought monthly to the Divisions’ bi-weekly Leadership meeting for review as well as team meetings within each program.

B. The Division PURQ meets weekly to review Treatment Authorization Requests, and Treatment Plans. All supervisors review two charts per supervisee, as part of quality control. Monthly Staff Meetings are a forum to identify program functioning strengths and limitations. Additionally there is a weekly Community Meeting in which clients are encouraged to identify concerns or improvements needed.

C. Every year staff language and cultural skills are identified as part of our Cultural Competency program. As part of the hiring process specific language and cultural skills are identified in the Job Description. The Division fully complies with CBHS Cultural Competency goals and standards.

D. The Division fully participates in the annual CBHS Measurement of client satisfaction.

E. As CBHS is able to generate reports from AVATAR data, the division reviews and integrates the data into operational reviews and/or opportunities from program enhancement. For example, we are

|                                                                  |                                    |
|------------------------------------------------------------------|------------------------------------|
| <b>Contractor Name:</b> UC Regent                                | <b>Appendix A- 4</b>               |
| <b>Program Name:</b> UC Citywide Services for Supportive Housing | <b>Contract Term:</b> 07/01– 06/30 |
|                                                                  |                                    |

currently working to submit a NIMH grant to implement Smoking Reduction with seriously mentally ill adults. We are hoping to generate baseline data from AVATAR data with help from CBHS.

9. **Required Language:**  
Not applicable

|                                  |                              |
|----------------------------------|------------------------------|
| Contractor Name: UC Citywide     | Appendix A-5                 |
| Program Name: UCSF Citywide STOP | Contract Term: 07/01 – 06/30 |
|                                  |                              |

**1. Identifiers:**

Program Name: UCSF Citywide STOP  
 Program Address: 982 Mission St. 2<sup>nd</sup> Floor  
 City, State, ZIP: San Francisco, CA 94103  
 Telephone: 415-597-8065 FAX: 415-597-8004  
 Website Address: <http://www.ucsf.edu/>  
 Contractor Address: 982 Mission St. 2<sup>nd</sup> floor  
 City, State, ZIP: San Francisco, CA 94103  
 Executive Director: David Fariello / Program Director: Valerie Gruber  
 Telephone: 415-597-8065  
 Email Address: [david.fariello@ucsf.edu](mailto:david.fariello@ucsf.edu) / [Valerie.gruber@ucsf.edu](mailto:Valerie.gruber@ucsf.edu)  
 Program Code(s): 38321 (UCSF Citywide STOP)

**2. Nature of Document:**

New  Renewal  Original

**3. Goal Statement:**

To reduce the impact of substance use disorders on the target population by successfully implementing the described interventions

**4. Target Population:**

UCSF Citywide STOP provides outpatient substance use disorders treatment to clients enrolled in UC Citywide intensive case management programs. In addition to their substance use disorders, clients also have severe and persisting mental illness (schizophrenia, schizoaffective disorder, bipolar disorder, etc.), severe functional impairments, intermittent danger to self or others, high acute service utilization, and frequent incarceration. The clinic location just south of Market Street is easily accessible to residents of the South of Market and Tenderloin areas, and by public transportation from other low-income areas of the City, including the Bayview and the Mission.

- Primary target population: Drug of choice – Methamphetamine, cocaine, marijuana, or alcohol, often in conjunction with other substances.
- Secondary target population: Co-occurring disorders – severe and persisting mental illness qualifying for intensive case management through Citywide, often in conjunction with chronic health problems.
- Tertiary target population: Low economic status – General Assistance, SSI, low income.

|                                         |                                     |
|-----------------------------------------|-------------------------------------|
| <b>Contractor Name:</b> UC Citywide     | <b>Appendix A-5</b>                 |
| <b>Program Name:</b> UCSF Citywide STOP | <b>Contract Term:</b> 07/01 – 06/30 |
|                                         |                                     |

- The target population includes a large proportion of African American, Latino, gay, lesbian, bisexual, and transgender individuals.

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

Note: The service categories below are the same as those in the CBHS contract Appendix A and B instructions for outpatient SUD treatment programs in the Drug Medi-Cal Organized Delivery System waiver. They are consistent with planned ODS waiver revisions to the CBHS SUD treatment provider manual.

| Units of Service (UOS) Description                                                                                                                                                                                  | Units of Service (UOS)            | Unduplicated Clients (UDC) |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------|----------------------------|
| <b>ODS-91: ODS group counseling</b><br>(staff time in 15-minute increments)<br><br>48 weeks x 4 group sessions per week x<br>average 18 increments per group                                                        | 3,512.5 increments                | 30                         |
| <b>ODS-92: ODS individual counseling</b> (incl. assessment,<br>treatment planning, individual, collateral, crisis intervention)<br>48 weeks x average 24 increments per week                                        | 1,184 increments                  | 30                         |
| <b>ODS-93: ODS case management</b><br>48 weeks x average 1 increment per week                                                                                                                                       | 48 increments                     | 20                         |
| <b>Supt-02: SA program support - training</b><br>SA training and consultation to CBHS and treatment programs                                                                                                        | 40 hours                          | 20                         |
| <b>Supt-01: SA program support - QA</b><br>Program administration for ODS implementation (QA,<br>program evaluation and development, etc.)<br>.3 FTE of program director & coordinator:<br>12 hours/week x 48 weeks | 558 hours<br>(not reported)       | N/A                        |
| <b>Total UOS Delivered</b>                                                                                                                                                                                          | 4,784.5 increments +<br>620 hours | 30 clients,<br>2 staff     |
| <b>Total UDC Served</b>                                                                                                                                                                                             |                                   | 30 clients + 30 staff      |

### 6. Methodology:

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

|                                  |                              |
|----------------------------------|------------------------------|
| Contractor Name: UC Citywide     | Appendix A-5                 |
| Program Name: UCSF Citywide STOP | Contract Term: 07/01 – 06/30 |
|                                  |                              |

Training and consultation by STOP program director to CBHS civil service and contract agencies on substance use disorder interventions, needs assessments, outcome measures, Avatar, and Drug Medi-Cal requirements. The program director receives referrals and direction from the CBHS Substance Use Services Medical Director.

STOP program administration and development for Drug Medi-Cal Organized Delivery System: Includes but not limited to data entry, error identification and corrections in Avatar, other databases, and hard copy files as required for process and outcome monitoring for clients and program. Plan-do-study-act cycles with constituent input for quality improvement and program development.

**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**

Information about STOP services is posted throughout the UC Citywide facility, including the main client activities room, the client library, etc. With assistance of their case managers, clients may sign up for STOP orientation/intake times available several days a week.

**B. Admission, enrollment and/or intake criteria and process where applicable**

Admission Criteria

Clients must be enrolled in a UC Citywide intensive case management program. They must have a substance use disorder (including in remission if at risk for relapse), and have the cognitive capacity to participate in and benefit from counseling.

Potential clients whose substance use related, mental health, or medical problems are of sufficient severity as to need a higher level of care than outpatient treatment are referred to a program providing an appropriate level of care.

Clients who are in imminent danger of harming themselves or others, or who need emergency medical evaluation, are admitted following stabilization of their acute conditions.

Readmission Criteria

Any person previously admitted to and discharged from the program may be readmitted if they have a substance use disorder at that time. Staff assess whether the conditions that resulted in their previous discharge have changed sufficiently to warrant readmission to this program.

Admission Process

|                                  |                              |
|----------------------------------|------------------------------|
| Contractor Name: UC Citywide     | Appendix A-5                 |
| Program Name: UCSF Citywide STOP | Contract Term: 07/01 – 06/30 |
|                                  |                              |

1. Orientation: The counselor provides information about the program and helps the client select among group and individual counseling options. Clients needing other services (e.g. medical detox or methadone maintenance) are given information or assisted with phone calls as appropriate.

2. Intake Assessment: Intake assessment includes

a) Assessment of substance use problems (incl. assessment of DSM criteria for substance use disorder, CalOMS, ASAM level of care determination, ASI areas not assessed in the other assessments, health questionnaire; obtaining documentation of physical exam in the past 12 months)

b) Consent forms, release of information forms, payor information, and client rights forms

c) Development of treatment plan with client

3. Start of Group and/or Individual Counseling:

Most clients will receive group counseling, supplemented with as needed individual counseling for reassessment, treatment planning, etc.

If medically authorized as appropriate, clients who are unable to participate in group receive only individual counseling for a specified period of time.

### C. Service delivery model

#### Substance abuse treatment integrated in a mental health agency

STOP provides outpatient substance abuse counseling in coordination with mental health services provided by UC Citywide staff who provide intensive case management, psychiatric medication management, outreach and home visits, socialization activities, independent living skills training, and vocational services. This integration allows STOP to provide substance use disorders treatment to clients who also have severe and persisting mental illness. In addition, via the combined substance use and mental health services, clients can obtain a level of care similar to intensive outpatient treatment. For clients who use substances for which medication assisted treatment is effective (e.g. alcohol, opioids), counselors discuss these options with the clients and Citywide mental health staff (psychiatrist who may prescribe medications, case manager who may refer out for these services). For clients for whom urine drug testing is clinically indicated, it is conducted by the UC Citywide case manager, and shared with STOP staff. Clients must consent to exchange of information between STOP and UC Citywide staff in order to participate in STOP.



|                                  |                              |
|----------------------------------|------------------------------|
| Contractor Name: UC Citywide     | Appendix A-5                 |
| Program Name: UCSF Citywide STOP | Contract Term: 07/01 – 06/30 |
|                                  |                              |

Support of both harm reduction and abstinence goals

STOP respects the different treatment needs of individuals who want to stop using drugs as well as the treatment needs of individuals who want to reduce the harm resulting from use. Abstinence focused treatment helps clients work toward a drug free life style by developing the motivation, coping skills, and support systems needed to put together longer and longer drug free periods. Harm reduction treatment helps clients identify what is needed to reduce the harmful effects of drug use in their lives, assess what options are realistic for them at this time in their drug use history, and develop the skills and support systems needed to reduce the harmful effects of drug use.

Types and locations of services

STOP groups are provided at UC Citywide 11-12:30 on weekday mornings (except Wednesday mornings), prior to lunch being served in the center milieu. STOP provides primarily group counseling, supplemented as needed by individual counseling. Counseling focuses on clients' drug use and relates this to other important issues in clients' lives, such as mental health, health, legal, economic, identity, sexual orientation, sexual, relationship, cultural, or spiritual issues.

Consistent with best practice recommendations for the severe dual diagnosis population served, groups are small (3-6 clients) (SAMHSA Dual Disorders TIP) and have a co-facilitator (to be able to leave the group when a client needs containment or evaluation for danger to self/others). In addition, frequent brief discussions between counseling sessions are required to stabilize and engage participants and coordinate with their mental health case managers.

Case management (communications with other providers, including Citywide mental health staff) helps to assess client needs, obtain physical exam findings collected elsewhere, identify clients who may need a higher level of care, discuss medication assisted treatment (incl. withdrawal management) with clinicians at Citywide or elsewhere, re-engage non-attending clients, coordinate with clients' Citywide mental health and/or vocational services, and report attendance for Behavioral Health Court. All communication occurs after obtaining 42 CFR Part 2 compliant consent to exchange information.

Length of stay

6 months average

**D. Discharge Planning and exit criteria and process**

Criteria for Successful Completion

3 or more months of consistent adherence to client's individual treatment plan and goals (e.g. abstinence or minimal use).

Discharge planning

|                                  |                              |
|----------------------------------|------------------------------|
| Contractor Name: UC Citywide     | Appendix A-5                 |
| Program Name: UCSF Citywide STOP | Contract Term: 07/01 – 06/30 |
|                                  |                              |

Clients who complete or are otherwise discharged from STOP may continue to participate in mental health services at UC Citywide. Prior to discharge from STOP, a discharge support plan is developed with the client, including which community resources to connect with for continued recovery support.

**E. Program staffing**

Please see Appendix B of this contract.

**F. Vouchers**

Vouchers are purchased from program funds and provided as motivational incentives for activities that are known to improve and maintain substance use treatment outcomes. STOP implements this evidence-based practice within federal and Drug Medi-Cal limits for incentive amounts.

- 1) STOP clients are eligible for fishbowl prize draws for documented attendance at outside recovery activities that they select (e.g. 12-step, Lifering, Smart Recovery, Wellness Centers, church); prizes they may draw include numerous small prizes (e.g. hygiene supplies, socks), fewer medium prizes (\$5 Target cards), and one large prize (\$20 Target card).
- 2) STOP clients for whom STOP group attendance of twice a week or more is indicated on their treatment plan are eligible for an incentive for consistent STOP group participation. If they attend 2 STOP groups every week of the month, and are in group the first week of the subsequent month, they receive the consistent participation incentive (\$5 Target card).

**7. Objectives and Measurements:**

All objectives, and descriptions of how objectives will be measured, are contained in the BHS document entitled BHS Performance Objectives FY18-19.

All standardized objectives for outpatient ODS programs apply to STOP, except D6. Timely Access Log (not applicable to Citywide programs).

**8. Continuous Quality Improvement:**

The UC Board of Regents does not approve individual program management decisions, but delegates these down through campuses (e.g. UCSF, UCLA) and departments (e.g. Dept. of Psychiatry), to divisions.

The following CQI policies have been developed by the STOP program director, and reviewed and approved by the Citywide Division Director:

11/1/16 - Flow Chart for Data Analysis and Integration into Program Planning

The following CQI activities are ongoing in the STOP program:

6 | Page

Original Agreement, Contract ID# 1000010136 Regents UNIV OF CA/SFGH PSYCHIATY DPT  
July 1, 2018, BOS

|                                  |                              |
|----------------------------------|------------------------------|
| Contractor Name: UC Citywide     | Appendix A-5                 |
| Program Name: UCSF Citywide STOP | Contract Term: 07/01 – 06/30 |
|                                  |                              |

1. STOP contract productivity and outcomes are monitored and improved by
  - a. Review of individual clients' progress in weekly group and individual supervision, and adjusting treatment plans for clients who are not progressing toward their treatment goals; and
  - b. Running Avatar UOS and error reports in the 2<sup>nd</sup> week of each subsequent month (after service entry deadlines), reviewing CalOMS accept/reject reports within a week of receipt, and running Avatar CalOMS discharge (outcome) reports after each quarter, and reviewing / summarizing outcomes databases for any outcomes not tracked in Avatar; and
  - c. Discussion of the results in STOP group supervision to develop improvement plans; and
  - d. Implementing improvement plans, e.g. for Avatar or outcomes database errors, coach staff to prevent future errors; for low services, increase referrals or decrease dropout; for low client outcomes, engage clients more effectively.
  
2. STOP clinical documentation is monitored and improved by
  - a. Supervisor (= program director or TBH program coordinator) orientation of each new staff to clinical documentation standards, including Avatar and paper files; and
  - b. Clinicians' Excel file with due dates for all clients on their caseload, reviewed in weekly individual supervision to prevent missing deadlines; and
  - c. Supervisor feedback on new clinicians' documentation once a week, until standards are consistently met for that kind of documentation (e.g. progress notes, treatment plans, intake and discharge summaries); and
  - d. Peer review of each client file using the chart checklist, at 30 days after intake, 6 months, and discharge; the supervisor oversees reviews and instructs staff to make corrections and prevent recurrence.
  
- 3a. CLAS standards implementation at the Citywide agency level is documented in the agency-wide administrative binder, and includes documentation in the CBHS cultural competence tracking database. CLAS standards implementation at the STOP program level includes
  - a. Plan-Do-Study-Act cycles, incl.
    - i. Staff and/or client review of a cultural issue (identifying likely root causes of problems) to develop a plan for improvement (plan),
    - ii. Implementation of improvements (do),
    - iii. Evaluation of outcomes (study), and
    - iv. Continuing changes that are helpful; adjusting plans that are not helpful (act).
  
- 3b. STOP staff cultural competency (CLAS standard 4) is monitored and improved by

|                                  |                              |
|----------------------------------|------------------------------|
| Contractor Name: UC Citywide     | Appendix A-5                 |
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- a. Referencing the cultural competency expectation in the CA Title 9 AOD counselor code of regulations and UCSF job descriptions, the supervisor uses cultural competency as a criterion for staff selection (interview and reference questions), discusses it with new staff during their orientation, reviews it with staff during performance evaluations, and points out cultural issues that may affect client or staff interactions during individual and group supervision.
  - b. The supervisor encourages staff to complete CBHS required culturally relevant trainings early in each fiscal year, with periodic reminders until documentation of training completion is received (e.g. Transgender 101 and 12N trainings, trauma trainings).
  - c. Optional culturally relevant trainings offered through DPH or UCSF are distributed via email, then discussed in group supervision, and staff coverage arranged or services rescheduled to allow staff to attend.
  - d. Staff who have passed probation are eligible to apply for UCSF funding to attend trainings, and the supervisor encourages staff to identify and attend trainings relevant to their cultural competence.
  - e. Staff training documentation including culturally relevant trainings are maintained in administrative binders (for trainings applicable to all) and individual staff files (for individually selected trainings attended).
3. Satisfaction with STOP services
- a. Is monitored with clients via the annual DHCS/CBHS substance use client satisfaction survey, offered to every client receiving services during the survey period; and
  - b. Is monitored with recipients of training/consultation services via feedback at the end of each training or consultation.
  - c. Is reviewed in group supervision (for client satisfaction) and in the program director's supervision with the Division Director (for client and trainee satisfaction), and plans for change are implemented as needed, using Plan – Do – Study – Act cycles.
4. Outcomes CQI is included in CQI item 1 above.

9. Required Language: N/A

|                                                                         |                                     |
|-------------------------------------------------------------------------|-------------------------------------|
| <b>Contractor Name:</b> UC Citywide                                     | <b>Appendix A-6</b>                 |
| <b>Program Name:</b> UCSF Citywide STOP Sobering Center Case Management | <b>Contract Term:</b> 07/01 – 06/30 |
|                                                                         |                                     |

|                                                                                                                                                                                                      |                                                             |                                               |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------|-----------------------------------------------|
| <b>Supt-01: SA program support - QA</b><br>Program administration in preparation for ODS implementation (QA, Program Eval. and Development, etc.)<br>.1 FTE of program director: 4 hrs/wk. x 48 wks. | 190 Hrs.(not reported)                                      | N/A                                           |
| <b>Total UOS Delivered</b>                                                                                                                                                                           | 60 Hrs. in Avatar (1,200 Hrs. in word)<br>160 visits in eCW |                                               |
| <b>Total UDC Served</b>                                                                                                                                                                              |                                                             | 10 in Avatar (20 outside Avatar)<br>40 in eCW |

## 6. Methodology:

### Indirect Services (programs that do not provide direct client services)

SCCM program administration and development for Drug Medi-Cal Organized Delivery System: Includes but not limited to data entry, error identification and corrections in Avatar, other databases, and hard copy files as required for process and outcome monitoring for clients and program. Plan-do-study-act cycles with constituent input for quality improvement and program development.

We coordinate with the SF HOT Team, Benefit District outreach guides (or Ambassadors), police officers, and ambulance services (DPH EMS-6 and others), so that they know to call our social workers and patient navigator to call our case manager when they see Sobering Center clients in the community, so that we can locate and approach them. The more points of contact, the more likely we find moments when the client is willing and able to engage. In addition, we collaborate with Joe Healy Medical Detox, Healthright360, Salvation Army Harbor Light, Treatment Access Program, Direct Access to Housing, Everyday Connect, and primary care clinics (incl. the San Francisco Health Network and UCSF Health).

### Direct Client Services:

#### A. Outreach, Recruitment

A large amount of our initial work is on the streets of the Central Market/Tenderloin neighborhoods, repeatedly offering services, and providing hands-on linkage to desired

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resources. Meeting with clients at the Sobering Center, or residential programs (when they are awake and coherent) is also critical. The expected outcome is the creation of an ongoing, productive relationship between the case manager and the client, creating a common history of accomplishing tasks that the client would not/could not accomplish on his/her own Admission criteria and process

Admission Criteria

The client must have a substance use disorder (in addition to intoxication). Individuals needing emergency medical or psychiatric care are referred to those services first, then engaged in case management. If a client can be better served by another ICM program, such as a mental health ICM program or ED Case Management, they are referred and linked there.

Readmission Criteria

Any person previously admitted to and discharged from the program may be readmitted when they resume contact with the case manager or the Sobering Center.

Admission Process

1. Orientation: The case manager provides information about the program, assesses their case management needs, and starts to develop case management goals with them.
2. Intake Assessment: Intake assessment occurs over numerous brief sessions over several months, and is combined with initial case management to help clients meet their basic needs. Components include:

- a) Assessment of substance use problems (incl. assessment of DSM criteria for substance use disorder, CalOMS, ASAM level of care determination, ASI areas not assessed in the other assessments, health questionnaire, advanced directives information, and obtaining documentation of physical exam in the past 12 months)
- b) Consent forms, release of information forms, payor information, and client rights forms
- c) Development of treatment plan with client.

**B. Service delivery model**

The service modality is **long-term intensive clinical case management**. The social workers and patient navigator provide community resource building, street outreach, needs assessment, collaborative goal setting, motivational interviewing. The nurse practitioner provides patient education, medical case management, interim medical care, and interim psychiatric and alcohol use disorder treatment medications.

Support of both harm reduction and abstinence goals

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|                                                                         |                                     |

The program respects the differing treatment needs of individuals who want to stop using substances and individuals who want to reduce the harm resulting from use. Given their severe alcohol use disorders, abstinence can reduce the most harm. However, most clients are not open to quitting alcohol, but are interested in harm reduction goals such as obtaining housing, resolving or reducing their health problems and reducing psychiatric symptoms, which in turn may reduce need for acute services.

Types and locations of services

A large amount of the initial work is on the streets of the Central Market/Tenderloin neighborhoods, repeatedly offering services, and providing hands-on linkage to desired resources. Meeting with clients at the Sobering Center, or residential or hospital settings (when they are awake and coherent) is also critical.

Length of stay

12 months average

**C. Completion, discharge planning, linkages**

Criteria for Successful Completion

Successful completion is when the client has met mutually agreed upon treatment plan goals, in one or more of the following areas:

1. Stopped or reduced harmful patterns of substance use (for 3 months or more)
2. Engaged in primary medical care and if needed mental health care (for 3 months or more)
3. Other mutually agreed upon treatment plan goals if any (e.g. obtained housing)
4. Linked to lower-intensity case management services (e.g. primary care clinic medical social worker).

Discharge planning

Prior to discharge, a discharge support plan is developed with the client, including which community resources to connect with for continued harm reduction or recovery support. Clients may be readmitted to case management if needed and interested if they have a substance use disorder at the time.

**D. Program staffing**

See Appendix B

|                                                                  |                              |
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| Program Name: UCSF Citywide STOP Sobering Center Case Management | Contract Term: 07/01 – 06/30 |
|                                                                  |                              |

**E. Vouchers**

Vouchers are purchased from program funds and provided to help clients meet basic needs. These include bus tokens for clients able to take the bus to appointments, taxi vouchers for transportation to residential detox or medical appointments, and fast food gift cards.

**7. Objectives and Measurements:**

**a. Standardized Objectives**

All objectives, and descriptions of how objectives will be measured, are contained in the BHS document entitled BHS Performance Objectives FY18-19.

The following standardized objectives for outpatient ODS programs apply to clients open in Avatar, throughout 2018-19:

**A1a.** No more than 15% of psychiatric hospital discharges will be followed by a readmission within 30 days.

The following standardized objectives for outpatient ODS programs will apply to clients open in Avatar, starting when the CalOMS containing these data are accepted from Sobering Center Case Management (TBD 2018):

**B1.** At least 60% of client will have successfully completed treatment or will have left with satisfactory progress as measured by discharge codes.

**D11a.** 100% of open clients will have zero errors on their CalOMS admission form.

**D12.** 100% of clients discharged will have the CalOMS discharge status field completed no later than 30 days after episode closing.

**D16.** No more than 40% of clients will be coded as CalOMS administrative discharge.

**D18.** At least 40% of clients will have CalOMS data fields for frequency of use completed at admission and discharge.

The following standardized objectives for outpatient ODS programs do not apply to Sobering Center Case Management:

**B2.** At least 60% of clients will maintain abstinence or show a reduction of alcohol or other drug use.

**D6.** Timely Access Log (not applicable to Citywide programs).



|                                                                  |                              |
|------------------------------------------------------------------|------------------------------|
| Contractor Name: UC Citywide                                     | Appendix A-6                 |
| Program Name: UCSF Citywide STOP Sobering Center Case Management | Contract Term: 07/01 – 06/30 |
|                                                                  |                              |

## 8. Continuous Quality Improvement:

The UC Board of Regents does not approve individual program management decisions, but delegates these down through campuses (e.g. UCSF, UCLA) and departments (e.g. Dept. of Psychiatry), to divisions.

The following CQI policies have been developed by the SCCM program director, and reviewed and approved by the Citywide Division Director:

11/1/16 - Flow Chart for Data Analysis and Integration into Program Planning

The following CQI activities are ongoing in the SCCM program:

1. SCCM contract productivity and outcomes are monitored and improved by
  - a. Review of individual clients' progress in weekly group and individual supervision, and adjusting treatment plans for clients who are not progressing toward their treatment goals; and
  - b. Running Avatar UOS and error reports in the 2<sup>nd</sup> week of each subsequent month (after service entry deadlines), - and after CalOMS is implemented with this program - reviewing CalOMS accept/reject reports within a week of receipt, and running Avatar CalOMS discharge (outcome) reports after each quarter, and reviewing / summarizing outcomes databases for any outcomes not tracked in Avatar; and
  - c. Discussion of the results in SCCM group supervision to develop improvement plans; and
  - d. Implementing improvement plans, e.g. for Avatar or outcomes database errors, coach staff to prevent future errors; for low services, increase referrals or decrease dropout; for low client outcomes, engage clients more effectively.
2. SCCM clinical documentation is monitored and improved by
  - a. Supervisor (= program director or TBH program coordinator) orientation of each new staff to clinical documentation standards, including Avatar and paper files; and
  - b. Clinicians' Excel file with due dates for all clients on their caseload, reviewed in weekly individual supervision to prevent missing deadlines; and
  - c. Supervisor feedback on new clinicians' documentation once a week, until standards are consistently met for that kind of documentation (e.g. progress notes, treatment plans, intake and discharge summaries); and

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| <b>Contractor Name:</b> UC Citywide                                     | <b>Appendix A-6</b>                 |
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|                                                                         |                                     |

- d. Peer review of each client file using the chart checklist, at 30 days after intake, 6 months, and discharge; the supervisor oversees reviews and instructs staff to make corrections and prevent recurrence.
- 3a. CLAS standards implementation at the Citywide agency level is documented in the agency-wide administrative binder, and includes documentation in the CBHS cultural competence tracking database. CLAS standards implementation at the SCCM program level includes
  - a. Plan-Do-Study-Act cycles, incl.
    - i. Staff and/or client review of a cultural issue (identifying likely root causes of problems) to develop a plan for improvement (plan),
    - ii. Implementation of improvements (do),
    - iii. Evaluation of outcomes (study), and
    - iv. Continuing changes that are helpful; adjusting plans that are not helpful (act).
- 3b. SCCM staff cultural competency (CLAS standard 4) is monitored and improved by
  - a. Referencing the cultural competency expectation in the CA Title 9 AOD counselor code of regulations and UCSF job descriptions, the supervisor uses cultural competency as a criterion for staff selection (interview and reference questions), discusses it with new staff during their orientation, reviews it with staff during performance evaluations, and points out cultural issues that may affect client or staff interactions during individual and group supervision.
  - b. The supervisor encourages staff to complete CBHS required culturally relevant trainings early in each fiscal year, with periodic reminders until documentation of training completion is received (e.g. Transgender 101 and 12N trainings, trauma trainings).
  - c. Optional culturally relevant trainings offered through DPH or UCSF are distributed via email, then discussed in group supervision, and staff coverage arranged or services rescheduled to allow staff to attend.
  - d. Staff who have passed probation are eligible to apply for UCSF funding to attend trainings, and the supervisor encourages staff to identify and attend trainings relevant to their cultural competence.
  - e. Staff training documentation including culturally relevant trainings are maintained in administrative binders (for trainings applicable to all) and individual staff files (for individually selected trainings attended).

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|                                                                         |                                     |

3. Satisfaction with SCCM services

- a. Is monitored with clients via the annual DHCS/CBHS substance use client satisfaction survey, offered to every client receiving services during the survey period; and
- b. Is reviewed in group supervision (for client satisfaction) and in the program director's supervision with the Division Director (for client and trainee satisfaction), and plans for change are implemented as needed, using Plan – Do – Study – Act cycles.

4. Outcomes CQI is included in CQI item 1 above.

9. Required Language:

N/A

|                                                                |                                     |
|----------------------------------------------------------------|-------------------------------------|
| <b>Contractor Name:</b> UC Regents                             | <b>Appendix A-7</b>                 |
| <b>Program Name:</b> UC Citywide Assisted Outpatient Treatment | <b>Contract Term:</b> 07/01 – 06/30 |
|                                                                |                                     |

**1. Identifiers:**

Program Name: UC Citywide Assisted Outpatient Treatment

Program Address: 982 Mission St. 2<sup>nd</sup> Floor

City, State, ZIP: San Francisco, CA 94103

Telephone/FAX: 415-597-8065/415-897-8004

Website Address: <http://ucsf.edu/>

Person Completing this Narrative: David Fariello

Telephone: 415-597-8065

Email Address: david.fariello@ucsf.edu

Program Code(s): 8911AO

**2. Nature of Document:**

New     Renewal     Original

**3. Goal Statement:**

The Citywide Assisted Outpatient Treatment (AOT) project will provide comprehensive clinical case management, to severely mentally ill adults who have been ordered by the court/entered into a Settlement Agreement with the court to participate in outpatient treatment. The goal of this program is to provide intensive outpatient services to consumers in order to improve their quality of life, as well as prevent mental health crises and cycling through emergency services or incarceration. Services will be consistent with legal requirements outlined in the Welfare and Institutions Code §5348(a) and will include outreach, crisis intervention, medication assessment and management, individual, group and family therapy, as well as case management. Staff to client ratios will be 1:10

**4. Target Population:**

San Francisco Adults that have been court ordered or entered into a Settlement Agreement to Assisted Outpatient Treatment. Adults with severe mental illness that are not engaged in treatment and at risk of deterioration in the community and subsequent crisis contacts.

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|----------------------------------------------------------------|-------------------------------------|
| <b>Contractor Name:</b> UC Regents                             | <b>Appendix A-7</b>                 |
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|                                                                |                                     |

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

| <b>Units of Service (UOS) Description</b>   | <b>Units of Service (UOS)</b> | <b>Number of Clients (NOC)</b> | <b>Unduplicated Clients (UDC)</b> |
|---------------------------------------------|-------------------------------|--------------------------------|-----------------------------------|
| OP - Case Mgt Brokerage<br>3.2 FTE = 6,400  | 6,400                         |                                |                                   |
| OP - MH Svcs<br>3.2 FTE = 4,000             | 4,000                         |                                |                                   |
| OP - Medication Support<br>.40 FTE = 7,200  | 7,200                         |                                |                                   |
| OP - Crisis Intervention<br>3.2 FTE = 4,500 | 4,500                         |                                |                                   |
| <b>Total UOS Delivered</b>                  | <b>22,100</b>                 |                                |                                   |
| <b>Total UDC Served</b>                     |                               |                                | <b>25</b>                         |

**COST REIMBURSEMENT**

**6. Methodology:**

- Consumers are assertively engaged and followed throughout the system as they transition through hospitals, jail, IMDs, shelters, or residential facilities. High-risk consumers in Board & Care are seen at their home regardless of the facility's location. Over 50% of services are delivered in the community. Medication services can be delivered in the community. Case managers accompany consumers on public transportation or use the Division van to access the community.
- The programs engage family and informal resources in the community to support consumers: for example, restaurant owners to provide prepaid meal plans, hotel owners to help monitor consumer functioning, store owners to support grocery budgeting, etc.
- Hands-on, case management activities to address both the immediate support system issue and the acquisition of problem-solving skills, building independence.
- Treatment team members are quick to intervene in the community when a consumer is headed toward a crisis. Daily medications, supportive counseling, and on-call phone support can help consumers avoid a hospitalization or arrest.

A. Program outreach, recruitment, promotion, and advertisement.

|                                                                |                                     |
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| <b>Contractor Name:</b> UC Regents                             | <b>Appendix A-7</b>                 |
| <b>Program Name:</b> UC Citywide Assisted Outpatient Treatment | <b>Contract Term:</b> 07/01 – 06/30 |
|                                                                |                                     |

Our referrals come from Department of Public Health (DPH). Director of Assisted Outpatient Treatment with Department of Public Health provides outreach, recruitment, promotion and advertisement.

B. Program’s admission, enrollment and/or intake criteria and process where applicable. Department of Public Health refers individuals to Citywide Assisted Outpatient Treatment that are court ordered or enter into a Settlement Agreement to Assisted Outpatient Treatment. The program adheres to the guidelines, definitions and services as described in the intensive case management guidelines.

C. Program’s service delivery

Citywide Assistant Outpatient treatment model provides comprehensive case management, crisis, family, individual therapy, and linkage to medication services for consumers that are either court ordered or in a settlement agreement to Assisted Outpatient Treatment. The court order or settlement agreement is for 6 months but the court could extend the court order or settlement agreement for 6 more months. Providers provide intensive case management for as long as they are part of the Assisted Outpatient Treatment court process and provide linkage to the appropriate level of care in the community. Medical staff work closely with case managers to provide psychotropic medications including drop-in, at consumer’s home, or daily medications if needed. Treatment is provided continuously, wherever the consumer is located. Thus outreach to the consumers home, outreaches to community agencies and businesses, visits in custody or in the hospital, are all routine modes of delivery of services. The program incorporates the principles of the “Wellness and Recovery” model of services. Consumers work with case managers to develop a Wellness and Recovery Action Plan, specifying goals for increased skills, increased functioning, increased personal resources and illness management. We maintain a special emphasis on helping consumers locate and maintain productive activity including education, prevocational training, volunteer work and paid employment. Involving consumers in group therapy, dual diagnosis groups, pre-vocational training and stipend jobs, as well as social activities is a central aspect of Division programs. We also provide support in obtaining and maintaining housing. Consumers are seen as often as is clinically indicated. Program hours are 8:30 am to 5:00 pm, Monday through Friday. After hours and weekends are covered by on-call staff who provide phone consultation and support to consumers, support members or other agencies.

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| <b>Contractor Name:</b> UC Regents                             | <b>Appendix A-7</b>                 |
| <b>Program Name:</b> UC Citywide Assisted Outpatient Treatment | <b>Contract Term:</b> 07/01 – 06/30 |
|                                                                |                                     |

**D. Program’s exit criteria and process**

Citywide Assisted Outpatient Treatment provides intensive case management to consumers that are either court ordered or in a settlement agreement to Assisted Outpatient Treatment. When the Assisted Outpatient Treatment Court order or Settlement Agreement ends, providers connect consumers to the appropriate level of care. This can include linkage to an intensive case management program or regular outpatient treatment in the community.

**E. Program’s staffing - See Appendix B**

**7. Objectives and Measurements:**

**Outcome Objectives**

- By the end of Fiscal Year 18-19, participants enrolled in the Assisted Outpatient Treatment Program will have a 10% reduction in psychiatric crisis contacts compared to the previous fiscal year, as measured by Psychiatric Emergency Services (PES) contacts and documented in Avatar as well as a joint data collection effort between UCSF and DPH’s AOT Care Team.
- By the end of Fiscal Year 18-19, participants enrolled in the Assisted Outpatient Treatment Program will have a 10% reduction in total number of incarcerations compared to the previous fiscal year, as measured by number of jail contacts with the San Francisco County Jail and documented in Jail Information Management (JIM) as well as a joint data collection effort between UCSF and DPH’s AOT Care Team.
- By the end of Fiscal Year 18-19, participants enrolled in the Assisted Outpatient Treatment Program will have a 5% reduction in total admissions to an inpatient psychiatric unit compared to the previous fiscal year, as measured by number of admissions and documented in Avatar as well as a joint data collection effort between UCSF and DPH’s AOT Care Team.

**Process Objectives**

- By the end of Fiscal Year 18-19, 50% of participants enrolled in the Assisted Outpatient Treatment Program will be connected to another Behavioral Health provider within the System of Care, as measured by an open episode and documented in Avatar as well as a joint data collection effort between UCSF and DPH’s AOT Care Team.

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- On any date, 100% of participants enrolled in the Citywide Assisted Outpatient Treatment Program will have a current finalized Treatment Plan of Care in AVATAR within 60 days of opening.
- Objectives will need to be reported to BOCC by 9/1/18

**8. Continuous Quality Improvement:**

A. Productivity is reviewed on a monthly basis. The Division Administrator and Division Director distribute data from AVATAR to all supervisors. Line-staff are expected to monitor their own productivity through Avatar and it is reviewed at least monthly in their weekly individual supervision. Once CBHS generates reports tracking Program Objectives they will be brought monthly to the Divisions' bi-weekly Leadership meeting for review as well as team meetings within each program.

B. The Division PURQ meets weekly to review Treatment Authorization Requests, and Treatment Plans. All supervisors review two charts per supervisee, as part of quality control. Monthly Staff Meetings are a forum to identify program functioning strengths and limitations. Additionally there is a weekly Community Meeting in which clients are encouraged to identify concerns or improvements needed.

C. Every year staff language and cultural skills are identified as part of our Cultural Competency program. As part of the hiring process specific language and cultural skills are identified in the Job Description. The Division fully complies with CBHS Cultural Competency goals and standards.

D. The Division fully participates in the annual CBHS Measurement of client satisfaction.

E. As CBHS is able to generate reports from AVATAR data, the division reviews and integrates the data into operational reviews and/or opportunities from program enhancement. For example, we are currently working to submit a NIMH grant to implement Smoking Reduction with seriously mentally ill adults. We are hoping to generate baseline data from AVATAR data with help from CBHS.

**9. Required Language:**

Not Applicable



**Appendix B  
Calculation of Charges**

**1. Method of Payment**

Contractor shall submit monthly invoices by the fifteenth (15th) working day of each month, in the format attached in Appendix F, based upon the number of units of service that were delivered in the immediately preceding month. All deliverables associated with the Services listed in Section 2 of Appendix A, times the unit rate as shown in the Program Budgets listed in Section 2 of Appendix B shall be reported on the invoice(s) each month

**2. Program Budgets and Final Invoice**

**A. Budget Summary**

- B-1: Citywide Linkage
- B-2: NOVA
- B-3: Citywide Roving Team
- B-4: Citywide Services for Supportive Housing
- B-5: Citywide STOP
- B-6: Citywide STOP Sobering Center Case Management
- B-7: Citywide Assisted Outpatient Treatment

B. Contractor understands that, of the maximum dollar obligation listed in Section 5 of this Agreement, **\$2,444,090** is included as a contingency amount and is neither to be used in Program Budgets attached to this Appendix, or available to Contractor without a modification to this Agreement executed in the same manner as this Agreement or a revision to the Program Budgets of Appendix B, which has been approved by Contract Administrator. 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 Controller. Contractor agrees to fully comply with these laws, regulations, and policies/procedures.

The maximum dollar for each term and funding source shall be as follows:

|                                               |               |
|-----------------------------------------------|---------------|
| July 1, 2018 through June 30, 2019            | \$ 5,091,855  |
| July 1, 2019 through June 30, 2020            | \$ 5,091,855  |
| July 1, 2020 through June 30, 2021            | \$ 5,091,855  |
| July 1, 2021 through June 30, 2022            | \$ 5,091,855  |
| Subtotal - July 1, 2018 through June 30, 2022 | \$ 20,367,420 |
| Contingency                                   | \$ 2,444,090  |
| TOTAL - July 1, 2018 through June 30, 2022    | \$ 22,811,510 |

C. Contractor agrees to comply with its Program Budgets or 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. A final closing invoice, clearly marked "FINAL," shall be submitted no later than forty-five (45) calendar days following the closing date 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 the Program Budgets attached hereto, and shall not exceed the total amount authorized and certified for this Agreement.

Appendix B - DPH 4: Department of Public Health Contract Budget Summary

Page # 1

| DHCS Legal Entity Number (MH) 00117                                            |                  | Based on FY 2018-19    |                |                                          |               |                                               |                                        |              |               |  |
|--------------------------------------------------------------------------------|------------------|------------------------|----------------|------------------------------------------|---------------|-----------------------------------------------|----------------------------------------|--------------|---------------|--|
| DHCS Legal Entity Name (MH)/Contractor Name (SA) (Regents of) UC San Francisco |                  | Document Date 05/01/18 |                |                                          |               |                                               |                                        |              |               |  |
| Contract Term: 07/01/18 - 06/30/22                                             |                  |                        |                |                                          |               |                                               |                                        |              |               |  |
| Contract Appendix Number                                                       | B-1              | B-2                    | B-3            | B-4                                      | B-5           | B-6                                           | B-7                                    |              |               |  |
|                                                                                | Citywide Linkage | Citywide NoVA          | Citywide Rovng | Citywide Services for Supportive Housing | Citywide STOP | Citywide STOP Sobering Center Case Management | Citywide Assisted Outpatient Treatment |              |               |  |
| Program Name                                                                   | 8911             | 8911NO                 | 8911RT         | 8911SH                                   | 38332         | 38332                                         | 8911AO                                 | TOTAL        | TOTAL         |  |
| Provider Number                                                                | 89114            | 8911NO                 | 8911RT         | 8911SH                                   | 38332         | 38332SM-ANS                                   | 8911AO                                 |              |               |  |
| Program Code(s)                                                                | 07/01-06/30      | 07/01-06/30            | 07/01-06/30    | 07/01-06/30                              | 07/01-06/30   | 07/01-06/30                                   | 07/01-06/30                            | EACH FY      | CT TERM       |  |
| Funding Term (mm/dd/yy - mm/dd/yy)                                             |                  |                        |                |                                          |               |                                               |                                        |              |               |  |
| <b>FUNDING USES</b>                                                            |                  |                        |                |                                          |               |                                               |                                        |              |               |  |
| Salaries                                                                       | \$ 603,114       | \$ 136,854             | \$ 655,811     | \$ 1,097,488                             | \$ 113,702    | \$ 233,547                                    | \$ 267,436                             | \$ 3,007,930 | \$ 12,031,718 |  |
| Employee Benefits                                                              | \$ 250,222       | \$ 57,884              | \$ 234,274     | \$ 459,298                               | \$ 44,650     | \$ 95,166                                     | \$ 112,724                             | \$ 1,253,909 | \$ 5,016,637  |  |
| Subtotal Salaries & Employee Benefits                                          | \$ 853,336       | \$ 194,738             | \$ 790,085     | \$ 1,556,786                             | \$ 158,252    | \$ 328,703                                    | \$ 380,160                             | \$ 4,261,839 | \$ 17,047,355 |  |
| Operating Expenses                                                             | \$ 28,382        | \$ 4,850               | \$ 81,300      | \$ 128,708                               | \$ 4,389      | \$ 18,849                                     | \$ 39,975                              | \$ 284,482   | \$ 1,137,848  |  |
| Capital Expenses                                                               |                  |                        |                |                                          |               |                                               |                                        |              |               |  |
| Subtotal Direct Expenses                                                       | \$ 881,718       | \$ 199,397             | \$ 871,385     | \$ 1,683,472                             | \$ 162,641    | \$ 347,552                                    | \$ 420,135                             | \$ 4,546,301 | \$ 18,185,203 |  |
| Indirect Expenses                                                              | \$ 105,806       | \$ 23,827              | \$ 102,186     | \$ 202,017                               | \$ 19,517     | \$ 41,706                                     | \$ 50,416                              | \$ 545,555   | \$ 2,182,220  |  |
| Indirect %                                                                     | 12.0%            | 12.0%                  | 12.0%          | 12.0%                                    | 12.0%         | 12.0%                                         | 12.0%                                  | 12.0%        | 12.0%         |  |
| <b>TOTAL FUNDING USES</b>                                                      | \$ 987,524       | \$ 223,324             | \$ 953,551     | \$ 1,885,489                             | \$ 182,158    | \$ 389,258                                    | \$ 470,551                             | \$ 5,091,855 | \$ 20,367,420 |  |
|                                                                                |                  |                        |                |                                          |               | Employee Fringe Benefits %                    | 40.0%                                  | 40.0%        | 40.0%         |  |
| <b>BHS MENTAL HEALTH FUNDING SOURCES</b>                                       |                  |                        |                |                                          |               |                                               |                                        |              |               |  |
| MH FED SDMC FFP (60%) Adult                                                    | 435,396          | \$ 40,000              | \$ 407,424     | \$ 653,758                               |               |                                               |                                        | \$ 1,536,578 | \$ 6,146,312  |  |
| MH STATE Adult 1991 MH Realignment                                             | 200,000          |                        |                |                                          |               |                                               |                                        | \$ 200,000   | \$ 800,000    |  |
| MH COUNTY Adult - General Fund                                                 | 289,404          |                        | \$ 17,277      | \$ 1,212,608                             |               |                                               |                                        | \$ 1,520,289 | \$ 6,081,156  |  |
| MH COUNTY Adult - General Fund (CODB)                                          | 61,724           |                        |                | \$ 19,123                                |               |                                               |                                        | \$ 80,847    | \$ 323,388    |  |
| MH COUNTY Adult WO CODB                                                        |                  | \$ 4,471               | \$ 12,899      |                                          |               |                                               |                                        | \$ 17,370    | \$ 69,480     |  |
| MH MESA (CSS)                                                                  |                  |                        |                |                                          |               |                                               | \$ 470,551                             | \$ 470,551   | \$ 1,882,204  |  |
| MH WO Sheriff Department - NoVA                                                |                  | \$ 178,853             |                |                                          |               |                                               |                                        | \$ 178,853   | \$ 715,412    |  |
| MH WO HSA UC Rovng Team                                                        |                  |                        | 515,951        |                                          |               |                                               |                                        | \$ 515,951   | \$ 2,083,804  |  |
| <b>TOTAL BHS MENTAL HEALTH FUNDING SOURCES</b>                                 | \$ 987,524       | \$ 223,324             | \$ 953,551     | \$ 1,885,489                             | \$ -          | \$ -                                          | \$ 470,551                             | \$ 4,520,439 | \$ 18,081,756 |  |
| <b>BHS SUBSTANCE ABUSE FUNDING SOURCES</b>                                     |                  |                        |                |                                          |               |                                               |                                        |              |               |  |
| SA FED - DMC FFP, CFDA #93.778                                                 |                  |                        |                |                                          | \$ 42,900     |                                               |                                        | \$ 42,900    | \$ 171,600    |  |
| SA STATE PSR Drug Medi-Cal                                                     |                  |                        |                |                                          | \$ 23,100     |                                               |                                        | \$ 23,100    | \$ 92,400     |  |
| SA COUNTY - General Fund                                                       |                  |                        |                |                                          | \$ 114,000    | \$ 379,764                                    |                                        | \$ 493,764   | \$ 1,975,056  |  |
| SA COUNTY - General Fund (CODB)                                                |                  |                        |                |                                          | \$ 2,158      | \$ 9,484                                      |                                        | \$ 11,662    | \$ 46,608     |  |
|                                                                                |                  |                        |                |                                          |               |                                               |                                        | \$ -         | \$ -          |  |
|                                                                                |                  |                        |                |                                          |               |                                               |                                        | \$ -         | \$ -          |  |
| <b>TOTAL BHS SUBSTANCE ABUSE FUNDING SOURCES</b>                               | \$ -             | \$ -                   | \$ -           | \$ -                                     | \$ 182,158    | \$ 389,258                                    |                                        | \$ 571,418   | \$ 2,285,664  |  |
| <b>OTHER DPH FUNDING SOURCES</b>                                               |                  |                        |                |                                          |               |                                               |                                        |              |               |  |
|                                                                                |                  |                        |                |                                          |               |                                               |                                        | \$ -         | \$ -          |  |
|                                                                                |                  |                        |                |                                          |               |                                               |                                        | \$ -         | \$ -          |  |
|                                                                                |                  |                        |                |                                          |               |                                               |                                        | \$ -         | \$ -          |  |
| <b>TOTAL OTHER DPH FUNDING SOURCES</b>                                         | \$ -             | \$ -                   | \$ -           | \$ -                                     | \$ -          | \$ -                                          | \$ -                                   | \$ -         | \$ -          |  |
| <b>TOTAL DPH FUNDING SOURCES</b>                                               | \$ 987,524       | \$ 223,324             | \$ 953,551     | \$ 1,885,489                             | \$ 182,158    | \$ 389,258                                    | \$ 470,551                             | \$ 5,091,855 | \$ 20,367,420 |  |
| <b>NON-DPH FUNDING SOURCES</b>                                                 |                  |                        |                |                                          |               |                                               |                                        |              |               |  |
|                                                                                |                  |                        |                |                                          |               |                                               |                                        | \$ -         | \$ -          |  |
| <b>TOTAL NON-DPH FUNDING SOURCES</b>                                           | \$ -             | \$ -                   | \$ -           | \$ -                                     | \$ -          | \$ -                                          | \$ -                                   | \$ -         | \$ -          |  |
| <b>TOTAL FUNDING SOURCES (DPH AND NON-DPH)</b>                                 | \$ 987,524       | \$ 223,324             | \$ 953,551     | \$ 1,885,489                             | \$ 182,158    | \$ 389,258                                    | \$ 470,551                             | \$ 5,091,855 | \$ 20,367,420 |  |
| Prepared By                                                                    | Constance Revora |                        |                | Phone Number                             | 415-597-8047  |                                               |                                        |              |               |  |

Revised 7/1/2015

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

| DHCS Legal Entity Number (MH) 00117                                            |      | Page # 2                  |                                  |
|--------------------------------------------------------------------------------|------|---------------------------|----------------------------------|
| DHCS Legal Entity Name (MH)/Contractor Name (SA) (Regents of) UC San Francisco |      | Based on FY 2018-19       |                                  |
|                                                                                |      | Document Date 05/01/18    |                                  |
| Contract Appendix Number                                                       |      |                           |                                  |
| Program Name(s)                                                                |      |                           |                                  |
| Provider Number                                                                |      |                           |                                  |
| Program Code(s)                                                                |      |                           |                                  |
| Funding Term (mm/dd/yy - mm/dd/yy)                                             |      |                           | TOTAL                            |
| <b>FUNDING USES</b>                                                            |      |                           |                                  |
| Salaries                                                                       |      |                           | \$ 3,007,930                     |
| Employee Benefits                                                              |      |                           | \$ 1,253,909                     |
| <b>Subtotal Salaries &amp; Employee Benefits</b>                               |      |                           | \$ 4,261,839                     |
| Operating Expenses                                                             |      |                           | \$ 284,462                       |
| Capital Expenses                                                               |      |                           | \$ -                             |
| <b>Subtotal Direct Expenses</b>                                                |      |                           | \$ 4,546,301                     |
| Indirect Expenses                                                              |      |                           | \$ 545,555                       |
| <b>TOTAL FUNDING USES</b>                                                      | \$ - | \$ -                      | \$ -                             |
|                                                                                |      |                           | Employee Fringe Benefits % 40.0% |
| <b>BHS MENTAL HEALTH FUNDING SOURCES</b>                                       |      |                           |                                  |
| MH FED SDMC FFP (50%) Adult                                                    |      |                           | \$ 1,536,578                     |
| MH STATE Adult 1991 MH Realignment                                             |      |                           | \$ 200,000                       |
| MH COUNTY Adult - General Fund                                                 |      |                           | \$ 1,520,289                     |
| MH COUNTY Adult - General Fund (CODB)                                          |      |                           | \$ 80,847                        |
| MH COUNTY Adult WO CODB                                                        |      |                           | \$ 17,370                        |
| MH MHSA (CSS)                                                                  |      |                           | \$ 470,551                       |
| MH WO Sheriff Department - NoVA                                                |      |                           | \$ 178,853                       |
| MH WO HSA UC Rowing Team                                                       |      |                           | \$ 515,951                       |
| <b>TOTAL BHS MENTAL HEALTH FUNDING SOURCES</b>                                 | \$ - | \$ -                      | \$ -                             |
| <b>BHS SUBSTANCE ABUSE FUNDING SOURCES</b>                                     |      |                           |                                  |
| SA FED - DMC FFP, CFDA #93.778                                                 |      |                           | \$ 42,900                        |
| SA STATE PSR Drug Medi-Cal                                                     |      |                           | \$ 23,100                        |
| SA COUNTY - General Fund                                                       |      |                           | \$ 493,784                       |
| SA COUNTY - General Fund (CODB)                                                |      |                           | \$ 11,852                        |
|                                                                                |      |                           | \$ -                             |
|                                                                                |      |                           | \$ -                             |
| <b>TOTAL BHS SUBSTANCE ABUSE FUNDING SOURCES</b>                               | \$ - | \$ -                      | \$ -                             |
| <b>OTHER DPH FUNDING SOURCES</b>                                               |      |                           |                                  |
|                                                                                |      |                           | \$ -                             |
|                                                                                |      |                           | \$ -                             |
|                                                                                |      |                           | \$ -                             |
|                                                                                |      |                           | \$ -                             |
| <b>TOTAL OTHER DPH FUNDING SOURCES</b>                                         | \$ - | \$ -                      | \$ -                             |
| <b>TOTAL DPH FUNDING SOURCES</b>                                               | \$ - | \$ -                      | \$ -                             |
| <b>NON-DPH FUNDING SOURCES</b>                                                 |      |                           |                                  |
|                                                                                |      |                           | \$ -                             |
| <b>TOTAL NON-DPH FUNDING SOURCES</b>                                           | \$ - | \$ -                      | \$ -                             |
| <b>TOTAL FUNDING SOURCES (DPH AND NON-DPH)</b>                                 | \$ - | \$ -                      | \$ -                             |
| Prepared By Constanca Revore                                                   |      | Phone Number 415-597-8047 |                                  |

Revised 7/1/2015

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

| DHCS Legal Entity Name (MH)/Contractor Name (SA) 00117                     |                       |                       |                       |                        | Appendix # B-1         |                |
|----------------------------------------------------------------------------|-----------------------|-----------------------|-----------------------|------------------------|------------------------|----------------|
| Provider Name UC Citywide Linkage                                          |                       |                       |                       |                        | Page # 1               |                |
| Provider Number 8911                                                       |                       |                       |                       |                        | Based on FY 2018-19    |                |
|                                                                            |                       |                       |                       |                        | Document Date 05/01/18 |                |
| Program Name                                                               | Citywide Linkage      | Citywide Linkage      | Citywide Linkage      | Citywide Linkage       |                        |                |
| Program Code                                                               | 89114                 | 89114                 | 89114                 | 89114                  |                        |                |
| Mode/SFC (MH) or Modality (SA)                                             | 15/01-09              | 15/10-57, 59          | 15/60-69              | 15/70-78               |                        |                |
| Service Description                                                        | OP-Casa Mgt Brokerage | OP-MH Svcs            | OP-Medication Support | OP-Crisis Intervention |                        |                |
| Funding Term (mm/dd/yy - mm/dd/yy)                                         | 07/01-06/30           | 07/01-06/30           | 07/01-06/30           | 07/01-06/30            |                        | TOTAL          |
| <b>FUNDING USES</b>                                                        |                       |                       |                       |                        |                        |                |
| Salaries & Employee Benefits                                               | 389,475               | 381,960               | 70,318                | 11,583                 |                        | 853,336        |
| Operating Expenses                                                         | 12,954                | 12,704                | 2,339                 | 385                    |                        | 28,382         |
| Capital Expenses                                                           |                       |                       |                       |                        |                        |                |
| Subtotal Direct Expenses                                                   | 402,429               | 394,664               | 72,657                | 11,969                 |                        | 881,719        |
| Indirect Expenses                                                          | 48,291                | 47,980                | 8,719                 | 1,438                  |                        | 106,808        |
| <b>TOTAL FUNDING USES</b>                                                  | <b>450,721</b>        | <b>442,623</b>        | <b>81,376</b>         | <b>13,405</b>          |                        | <b>987,524</b> |
| <b>BHS MENTAL HEALTH FUNDING SOURCES</b>                                   |                       |                       |                       |                        |                        |                |
| MH-FED SOMC FFP (60%) Adult                                                | 108,721               | 194,887               | 35,878                | 5,910                  |                        | 435,396        |
| MH-STATE Adult 1994 MH Realignment                                         | 91,283                | 89,822                | 16,487                | 2,716                  |                        | 200,000        |
| MH-COUNTY Adult - General Fund                                             | 132,545               | 126,887               | 23,930                | 3,842                  |                        | 286,404        |
| MH-COUNTY Adult - General Fund (COOB)                                      | 28,172                | 27,828                | 6,086                 | 838                    |                        | 61,724         |
| <b>TOTAL BHS MENTAL HEALTH FUNDING SOURCES</b>                             | <b>450,721</b>        | <b>442,623</b>        | <b>81,376</b>         | <b>13,405</b>          |                        | <b>987,524</b> |
| <b>BHS SUBSTANCE ABUSE FUNDING SOURCES</b>                                 |                       |                       |                       |                        |                        |                |
| This row left blank for funding sources not in drop-down list              |                       |                       |                       |                        |                        |                |
| <b>TOTAL BHS SUBSTANCE ABUSE FUNDING SOURCES</b>                           |                       |                       |                       |                        |                        |                |
| <b>OTHER DPH FUNDING SOURCES</b>                                           |                       |                       |                       |                        |                        |                |
| This row left blank for funding sources not in drop-down list              |                       |                       |                       |                        |                        |                |
| <b>TOTAL OTHER DPH FUNDING SOURCES</b>                                     |                       |                       |                       |                        |                        |                |
| <b>TOTAL DPH FUNDING SOURCES</b>                                           | <b>450,721</b>        | <b>442,623</b>        | <b>81,376</b>         | <b>13,405</b>          |                        | <b>987,524</b> |
| <b>NON-DPH FUNDING SOURCES</b>                                             |                       |                       |                       |                        |                        |                |
| This row left blank for funding sources not in drop-down list              |                       |                       |                       |                        |                        |                |
| <b>TOTAL NON-DPH FUNDING SOURCES</b>                                       |                       |                       |                       |                        |                        |                |
| <b>TOTAL FUNDING SOURCES (DPH AND NON-DPH)</b>                             | <b>450,721</b>        | <b>442,623</b>        | <b>81,376</b>         | <b>13,405</b>          |                        | <b>987,524</b> |
| <b>BHS UNITS OF SERVICE AND UNIT COST</b>                                  |                       |                       |                       |                        |                        |                |
| Number of Beds Purchased (if applicable)                                   |                       |                       |                       |                        |                        |                |
| SA Only - Non-Res 33 - ODR # of Group Sessions (classes)                   |                       |                       |                       |                        |                        |                |
| SA Only - Licensed Capacity for Medi-Cal Provider with Narcotic Tx Program |                       |                       |                       |                        |                        |                |
| Payment Method                                                             | Fee-For-Service (FFS) | Fee-For-Service (FFS) | Fee-For-Service (FFS) | Fee-For-Service (FFS)  |                        |                |
| DPH Units of Service                                                       | 191,796               | 198,586               | 15,500                | 3,500                  |                        |                |
| Unit Type                                                                  | Staff Minute          | Staff Minute          | Staff Minute          | Staff Minute           |                        |                |
| Cost Per Unit - DPH Rate (DPH FUNDING SOURCES ONLY)                        | \$ 2.35               | \$ 3.19               | \$ 5.25               | \$ 3.83                |                        |                |
| Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)              | \$ 2.35               | \$ 3.19               | \$ 5.25               | \$ 3.83                |                        |                |
| Published Rate (Medi-Cal Providers Only)                                   | \$ 3.48               | \$ 4.30               | \$ 6.10               | \$ 6.05                |                        |                |
| Unduplicated Clients (UDC)                                                 |                       |                       |                       |                        |                        | 315            |

Revised 7/1/2015

Appendix B - DPH 3; Salaries & Benefits Detail

Program Name: Citywide Linkage  
 Program Code: 89114

Appendix #: B-1  
 Page #: 2  
 Based on FY: 2018-18  
 Document Date: 08/01/18

| Term (mm/dd/yy-mm/dd/yy):<br>Position Title                          | TOTAL         |                   | SDMC Regular FFP (50%)<br>MH Reassignment General Fund<br>General Fund<br>(CODE)<br>HNMCC230515 |                   | Accounting Code 2<br>(Index Code or Detail) |             | Accounting Code 3<br>(Index Code or Detail) |             | Accounting Code 4<br>(Index Code or Detail) |             | Accounting Code 5<br>(Index Code or Detail) |             | Accounting Code 6<br>(Index Code or Detail) |             |
|----------------------------------------------------------------------|---------------|-------------------|-------------------------------------------------------------------------------------------------|-------------------|---------------------------------------------|-------------|---------------------------------------------|-------------|---------------------------------------------|-------------|---------------------------------------------|-------------|---------------------------------------------|-------------|
|                                                                      | FTE           | Salaries          | FTE                                                                                             | Salaries          | FTE                                         | Salaries    | FTE                                         | Salaries    | FTE                                         | Salaries    | FTE                                         | Salaries    | FTE                                         | Salaries    |
| 07/01-08/30<br>Clinical Instructor/Asst/Assoc Professor              | 0.25          | \$ 48,888         | 0.25                                                                                            | \$ 48,888         |                                             |             |                                             |             |                                             |             |                                             |             |                                             |             |
| Psych Svc HC Supv 1/2 (formerly Clinical Social Worker II/III - Sus) | 1.00          | \$ 101,185        | 1.00                                                                                            | \$ 101,185        |                                             |             |                                             |             |                                             |             |                                             |             |                                             |             |
| Clinical Social Worker VII                                           | 6.00          | \$ 452,041        | 6.00                                                                                            | \$ 452,041        |                                             |             |                                             |             |                                             |             |                                             |             |                                             |             |
| <b>Totals:</b>                                                       | <b>7.25</b>   | <b>\$ 603,114</b> | <b>7.25</b>                                                                                     | <b>\$ 603,114</b> | <b>0.00</b>                                 | <b>\$ -</b> | <b>0.00</b>                                 | <b>\$ -</b> | <b>0.00</b>                                 | <b>\$ -</b> | <b>0.00</b>                                 | <b>\$ -</b> | <b>0.00</b>                                 | <b>\$ -</b> |
| <b>Employee Fringe Benefits:</b>                                     | <b>41.49%</b> | <b>\$ 250,222</b> | <b>41.46%</b>                                                                                   | <b>\$ 250,222</b> | <b>0.00%</b>                                | <b>\$ -</b> | <b>0.00%</b>                                | <b>\$ -</b> | <b>0.00%</b>                                | <b>\$ -</b> | <b>0.00%</b>                                | <b>\$ -</b> | <b>0.00%</b>                                | <b>\$ -</b> |
| <b>TOTAL SALARIES &amp; BENEFITS</b>                                 |               | <b>\$ 853,336</b> |                                                                                                 | <b>\$ 853,336</b> |                                             | <b>\$ -</b> |                                             | <b>\$ -</b> |                                             | <b>\$ -</b> |                                             | <b>\$ -</b> |                                             | <b>\$ -</b> |

Appendix B - DPH 4: Operating Expenses Detail

Program Name: Citywide Linkage  
 Program Code: 89114

Appendix #: B-1  
 Page #: 3  
 Based on FY: 2018-19  
 Document Date: 05/01/18

| Expense Categories & Line Items                                                                                                                                          | TOTAL            | SDMC Regular FFP (80%)<br>MH Realignment General Fund (CDBG)<br>HMHMC730515 | 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):                                                                                                                                                | 07/01-06/30      | 07/01-06/30                                                                 |                                          |                                          |                                          |                                          |                                          |
| Rent                                                                                                                                                                     | \$ -             |                                                                             |                                          |                                          |                                          |                                          |                                          |
| Utilities (cell phone)                                                                                                                                                   | \$ 738.00        | \$ 738.00                                                                   |                                          |                                          |                                          |                                          |                                          |
| Building Repair/Maintenance                                                                                                                                              | \$ -             |                                                                             |                                          |                                          |                                          |                                          |                                          |
| Occupancy Total:                                                                                                                                                         | \$ 738.00        | \$ 738.00                                                                   | \$ -                                     | \$ -                                     | \$ -                                     | \$ -                                     | \$ -                                     |
| Office Supplies                                                                                                                                                          | \$ 1,000         | \$ 1,000                                                                    |                                          |                                          |                                          |                                          |                                          |
| Photocopying                                                                                                                                                             | \$ -             |                                                                             |                                          |                                          |                                          |                                          |                                          |
| Program Supplies                                                                                                                                                         | \$ -             |                                                                             |                                          |                                          |                                          |                                          |                                          |
| Computer Hardware/Software                                                                                                                                               | \$ -             |                                                                             |                                          |                                          |                                          |                                          |                                          |
| Materials & Supplies Total:                                                                                                                                              | \$ 1,000         | \$ 1,000                                                                    | \$ -                                     | \$ -                                     | \$ -                                     | \$ -                                     | \$ -                                     |
| Training/Staff Development                                                                                                                                               | \$ 700           | \$ 700                                                                      |                                          |                                          |                                          |                                          |                                          |
| Insurance (auto)                                                                                                                                                         | \$ -             |                                                                             |                                          |                                          |                                          |                                          |                                          |
| Professional License                                                                                                                                                     | \$ -             |                                                                             |                                          |                                          |                                          |                                          |                                          |
| Permits                                                                                                                                                                  | \$ -             |                                                                             |                                          |                                          |                                          |                                          |                                          |
| Equipment Lease & Maintenance                                                                                                                                            | \$ -             |                                                                             |                                          |                                          |                                          |                                          |                                          |
| General Operating Total:                                                                                                                                                 | \$ 700           | \$ 700                                                                      | \$ -                                     | \$ -                                     | \$ -                                     | \$ -                                     | \$ -                                     |
| 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:                                                                                                                                          | \$ -             | \$ -                                                                        | \$ -                                     | \$ -                                     | \$ -                                     | \$ -                                     | \$ -                                     |
| Data/Network Services                                                                                                                                                    | \$ 3,828         | \$ 3,828                                                                    |                                          |                                          |                                          |                                          |                                          |
| CCDSS - Computing and Communication Device Support Services                                                                                                              | \$ 5,133         | \$ 5,133                                                                    |                                          |                                          |                                          |                                          |                                          |
| Liability charges                                                                                                                                                        | \$ 4,946         | \$ 4,946                                                                    |                                          |                                          |                                          |                                          |                                          |
| UCSF Faculty and Staff HR Recharge                                                                                                                                       | \$ 8,037         | \$ 8,037                                                                    |                                          |                                          |                                          |                                          |                                          |
| Client food and miscellaneous expenses: Client miscellaneous expenses include coffee, lunches, hygiene products, clothing, taxi vouchers/bus tokens etc. (Incentives)    | \$ 4,000         | \$ 4,000                                                                    |                                          |                                          |                                          |                                          |                                          |
| Other Total:                                                                                                                                                             | \$ 25,944        | \$ 25,944                                                                   | \$ -                                     | \$ -                                     | \$ -                                     | \$ -                                     | \$ -                                     |
| <b>TOTAL OPERATING EXPENSE</b>                                                                                                                                           | <b>\$ 25,382</b> | <b>\$ 25,382</b>                                                            | <b>\$ -</b>                              | <b>\$ -</b>                              | <b>\$ -</b>                              | <b>\$ -</b>                              | <b>\$ -</b>                              |

Revised 7/1/2015

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

| DHCS Legal Entity Name (MH)/Contractor Name (SA) 00117                     |                                               |                       |                        | Appendix # B-2         |                |
|----------------------------------------------------------------------------|-----------------------------------------------|-----------------------|------------------------|------------------------|----------------|
| Provider Name UC Citywide NoVA                                             |                                               |                       |                        | Page # 1               |                |
| Provider Number 8911                                                       |                                               |                       |                        | Based on FY 2018-19    |                |
|                                                                            |                                               |                       |                        | Document Date 06/01/18 |                |
| Program Name                                                               | Citywide NoVA                                 | Citywide NoVA         | Citywide NoVA          |                        |                |
| Program Code                                                               | 8911NO                                        | 8911NO                | 8911NO                 |                        |                |
| Mode/SFC (MH) or Modality (SA)                                             | 15/01-09                                      | 15/10-57, 59          | 15/70-79               |                        |                |
| Service Description                                                        | OP-Case Mgt Brokerage                         | OP-MH Svcs            | OP-Crisis Intervention |                        |                |
| Funding Term (mm/dd/yy - mm/dd/yy)                                         | 07/01-06/30                                   | 07/01-06/30           | 07/01-06/30            | TOTAL                  |                |
| <b>FUNDING USES</b>                                                        |                                               |                       |                        |                        |                |
| Salaries & Employee Benefits                                               | 51,332                                        | 140,635               | 2,571                  |                        | 194,538        |
| Operating Expenses                                                         | 1,282                                         | 3,513                 | 64                     |                        | 4,859          |
| Capital Expenses                                                           |                                               |                       |                        |                        |                |
| Subtotal Direct Expenses                                                   | 52,614                                        | 144,147               | 2,635                  |                        | 199,396        |
| Indirect Expenses                                                          | 6,314                                         | 17,298                | 316                    |                        | 23,928         |
| <b>TOTAL FUNDING USES</b>                                                  | <b>58,928</b>                                 | <b>161,445</b>        | <b>2,951</b>           |                        | <b>223,324</b> |
| <b>BHS MENTAL HEALTH FUNDING SOURCES</b>                                   | <b>Accounting Code (Index Code or Detail)</b> |                       |                        |                        |                |
| MH FED SDMC FFP (50%) Adult                                                | HMHMCC730515                                  | 10,554                | 28,917                 | 529                    | 40,000         |
| MH COUNTY Adult WO CQDB                                                    | HMHMCC730515                                  | 1,180                 | 3,232                  | 59                     | 4,471          |
| MH WO Sheriff Department - NoVA                                            | HMHMNOVAPRWQ                                  | 47,194                | 129,266                | 2,363                  | 178,853        |
|                                                                            |                                               |                       |                        |                        |                |
|                                                                            |                                               |                       |                        |                        |                |
| <b>TOTAL BHS MENTAL HEALTH FUNDING SOURCES</b>                             |                                               | <b>58,928</b>         | <b>161,445</b>         | <b>2,951</b>           | <b>223,324</b> |
| <b>BHS SUBSTANCE ABUSE FUNDING SOURCES</b>                                 | <b>Accounting Code (Index Code or Detail)</b> |                       |                        |                        |                |
|                                                                            |                                               |                       |                        |                        |                |
|                                                                            |                                               |                       |                        |                        |                |
| This row left blank for funding sources not in drop-down list              |                                               |                       |                        |                        |                |
| <b>TOTAL BHS SUBSTANCE ABUSE FUNDING SOURCES</b>                           |                                               |                       |                        |                        |                |
| <b>OTHER DPH FUNDING SOURCES</b>                                           | <b>Accounting Code (Index Code or Detail)</b> |                       |                        |                        |                |
|                                                                            |                                               |                       |                        |                        |                |
|                                                                            |                                               |                       |                        |                        |                |
| This row left blank for funding sources not in drop-down list              |                                               |                       |                        |                        |                |
| <b>TOTAL OTHER DPH FUNDING SOURCES</b>                                     |                                               |                       |                        |                        |                |
| <b>TOTAL DPH FUNDING SOURCES</b>                                           |                                               | <b>58,928</b>         | <b>161,445</b>         | <b>2,951</b>           | <b>223,324</b> |
| <b>NON-DPH FUNDING SOURCES</b>                                             |                                               |                       |                        |                        |                |
|                                                                            |                                               |                       |                        |                        |                |
| This row left blank for funding sources not in drop-down list              |                                               |                       |                        |                        |                |
| <b>TOTAL NON-DPH FUNDING SOURCES</b>                                       |                                               |                       |                        |                        |                |
| <b>TOTAL FUNDING SOURCES (DPH AND NON-DPH)</b>                             |                                               | <b>58,928</b>         | <b>161,445</b>         | <b>2,951</b>           | <b>223,324</b> |
| <b>BHS UNITS OF SERVICE AND UNIT COST</b>                                  |                                               |                       |                        |                        |                |
| Number of Beds Purchased (if applicable)                                   |                                               |                       |                        |                        |                |
| SA Only - Non-Res 33 - ODF # of Group Sessions (classes)                   |                                               |                       |                        |                        |                |
| SA Only - Licensed Capacity for Medi-Cal Provider with Narcotic Tx Program |                                               |                       |                        |                        |                |
| Payment Method                                                             | Fee-For-Service (FFS)                         | Fee-For-Service (FFS) | Fee-For-Service (FFS)  |                        |                |
| DPH Units of Service                                                       | 19,976                                        | 41,398                | 650                    |                        |                |
| Unit Type                                                                  | Staff Minute                                  | Staff Minute          | Staff Minute           |                        |                |
| Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only)                        | \$ 2.95                                       | \$ 3.90               | \$ 4.54                |                        |                |
| Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)              | \$ 2.95                                       | \$ 3.90               | \$ 4.54                |                        |                |
| Published Rate (Medi-Cal Providers Only)                                   | \$ 3.45                                       | \$ 4.30               | \$ 5.05                |                        |                |
| Unduplicated Clients (UDC)                                                 |                                               |                       |                        |                        | 30             |

Revised 7/1/2015



Appendix B - DPH 3: Salaries & Benefits Detail

Program Name: Citywide NoVA  
 Program Code: B911NO

Appendix #: B-2  
 Page #: 2  
 Based on FY: 2018-19  
 Document Date: 05/07/18

| Term (mm/dd/yy-mm/dd/yy):<br>Position Title                          | TOTAL       |                   | SDMC Regular FFP (50%)<br>MH Adult County WO<br>CDOB<br>HMHC0730515 |                  | MH WO Sheriff<br>Department - NoVA<br>HMNDVAPRWO |                   | Accounting Code 3<br>(Index Code of Detail) |             | Accounting Code 4<br>(Index Code of Detail) |             | Accounting Code 5<br>(Index Code of Detail) |             | Accounting Code 6<br>(Index Code of Detail) |             |
|----------------------------------------------------------------------|-------------|-------------------|---------------------------------------------------------------------|------------------|--------------------------------------------------|-------------------|---------------------------------------------|-------------|---------------------------------------------|-------------|---------------------------------------------|-------------|---------------------------------------------|-------------|
|                                                                      | FTE         | Salaries          | FTE                                                                 | Salaries         | FTE                                              | Salaries          | FTE                                         | Salaries    | FTE                                         | Salaries    | FTE                                         | Salaries    | FTE                                         | Salaries    |
| Psych Svc HC Supv 1/2 (formerly Clinical Social Worker II/III - Sup) | 0.20        | \$ 20,237         | 0.04                                                                | \$ 4,047         | 0.16                                             | \$ 16,190         |                                             |             |                                             |             |                                             |             |                                             |             |
| Clinical Social Worker III                                           | 1.40        | \$ 116,817        | 0.28                                                                | \$ 23,323        | 1.12                                             | \$ 83,294         |                                             |             |                                             |             |                                             |             |                                             |             |
| <b>Totals:</b>                                                       | <b>1.60</b> | <b>\$ 136,854</b> | <b>0.32</b>                                                         | <b>\$ 27,371</b> | <b>1.28</b>                                      | <b>\$ 109,483</b> | <b>0.00</b>                                 | <b>\$ -</b> | <b>0.00</b>                                 | <b>\$ -</b> | <b>0.00</b>                                 | <b>\$ -</b> | <b>0.00</b>                                 | <b>\$ -</b> |
| Employee Fringe Benefits:                                            | 42.16%      | \$ 57,684         | 42.15%                                                              | \$ 11,537        | 42.16%                                           | \$ 46,147         | 0.00%                                       |             | 0.00%                                       |             | 0.00%                                       |             | 0.00%                                       |             |
| <b>TOTAL SALARIES &amp; BENEFITS</b>                                 |             | <b>\$ 194,538</b> |                                                                     | <b>\$ 38,908</b> |                                                  | <b>\$ 155,630</b> |                                             | <b>\$ -</b> |                                             | <b>\$ -</b> |                                             | <b>\$ -</b> |                                             | <b>\$ -</b> |

Revised 7/1/2015

Appendix B - DPH 4: Operating Expenses Detail

Program Name: Citywide NoVA  
 Program Code: 8911NO

Appendix #: B-2  
 Page #: 3  
 Based on FY: 2018-19  
 Document Date: 05/01/18

| Expense Categories & Line Items                                                                                                                                                     | TOTAL             | SDMC Regular FFP<br>(50%) MH Adult<br>County W/O CODB<br>HMHMCC730515 | MH W/O Sheriff<br>Department - NoVA<br>HMHMNOVAPRW0 | Accounting Code 3<br>(Index Code or<br>Detail) | Accounting Code 4<br>(Index Code or<br>Detail) | Accounting Code 5<br>(Index Code or<br>Detail) | Accounting Code 6<br>(Index Code or Detail) |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|-----------------------------------------------------------------------|-----------------------------------------------------|------------------------------------------------|------------------------------------------------|------------------------------------------------|---------------------------------------------|
| Term (mm/dd/yy-mm/dd/yy):                                                                                                                                                           | 07/01/17-06/30/18 | 07/01-06/30                                                           | 07/01-06/30                                         |                                                |                                                |                                                |                                             |
| 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 (auto)                                                                                                                                                                    | \$ -              |                                                                       |                                                     |                                                |                                                |                                                |                                             |
| Professional License                                                                                                                                                                | \$ -              |                                                                       |                                                     |                                                |                                                |                                                |                                             |
| Permits                                                                                                                                                                             | \$ -              |                                                                       |                                                     |                                                |                                                |                                                |                                             |
| Equipment Lease & Maintenance                                                                                                                                                       | \$ -              |                                                                       |                                                     |                                                |                                                |                                                |                                             |
| General Operating Total:                                                                                                                                                            | \$ -              | \$ -                                                                  | \$ -                                                | \$ -                                           | \$ -                                           | \$ -                                           | \$ -                                        |
| Local Travel                                                                                                                                                                        |                   |                                                                       |                                                     |                                                |                                                |                                                |                                             |
| Out-of-Town Travel                                                                                                                                                                  | \$ -              |                                                                       |                                                     |                                                |                                                |                                                |                                             |
| Field Expenses                                                                                                                                                                      | \$ -              |                                                                       |                                                     |                                                |                                                |                                                |                                             |
| Staff Travel Total:                                                                                                                                                                 | \$ -              | \$ -                                                                  | \$ -                                                | \$ -                                           | \$ -                                           | \$ -                                           | \$ -                                        |
| Consultant/Subcontractor (Provide<br>Consultant/Subcontracting Agency Name,<br>Service Detail w/Dates, Hourly Rate and<br>(add more Consultant/Subcontractor lines as<br>necessary) | \$ -              |                                                                       |                                                     |                                                |                                                |                                                |                                             |
| Consultant/Subcontractor Total:                                                                                                                                                     | \$ -              | \$ -                                                                  | \$ -                                                | \$ -                                           | \$ -                                           | \$ -                                           | \$ -                                        |
| Data Network Services                                                                                                                                                               | \$ 845            | \$ 169                                                                | \$ 676                                              |                                                |                                                |                                                |                                             |
| CCDSS - Computing and Communication<br>Device Support Services                                                                                                                      | \$ 1,133          | \$ 227                                                                | \$ 906                                              |                                                |                                                |                                                |                                             |
| Liability charges                                                                                                                                                                   | \$ 1,122          | \$ 224                                                                | \$ 898                                              |                                                |                                                |                                                |                                             |
| UCSF Faculty and Staff HR Recharge                                                                                                                                                  | \$ 1,769          | \$ 352                                                                | \$ 1,408                                            |                                                |                                                |                                                |                                             |
| Client food and miscellaneous expenses:<br>Client miscellaneous expenses include coffee,<br>lunches, hygiene products, clothing, taxi<br>vouchers/bus tokens etc. (incentives)      |                   | \$ -                                                                  | \$ -                                                |                                                |                                                |                                                |                                             |
| Other Total:                                                                                                                                                                        | \$ 4,859          | \$ 972                                                                | \$ 3,887                                            | \$ -                                           | \$ -                                           | \$ -                                           | \$ -                                        |
| <b>TOTAL OPERATING EXPENSE</b>                                                                                                                                                      | <b>\$ 4,859</b>   | <b>\$ 972</b>                                                         | <b>\$ 3,887</b>                                     | <b>\$ -</b>                                    | <b>\$ -</b>                                    | <b>\$ -</b>                                    | <b>\$ -</b>                                 |

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

| DHCS Legal Entity Name (MH)/Contractor Name (SA) 00117                     |                                        |                       |                        | Appendix #    |  | B-S      |                |
|----------------------------------------------------------------------------|----------------------------------------|-----------------------|------------------------|---------------|--|----------|----------------|
| Provider Name: Citywide Roving Team                                        |                                        |                       |                        | Page #        |  | 1        |                |
| Provider Number: 8911                                                      |                                        |                       |                        | Based on FY   |  | 2018-19  |                |
|                                                                            |                                        |                       |                        | Document Date |  | 05/01/18 |                |
| Program Name                                                               | Citywide Roving Team                   | Citywide Roving Team  | Citywide Roving Team   |               |  |          |                |
| Program Code                                                               | 8911RT                                 | 8911RT                | 8911RT                 |               |  |          |                |
| Moda/SFC (MH) or Modality (SA)                                             | 15/01-09                               | 15/10-57, 59          | 15/70-79               |               |  |          |                |
| Service Description                                                        | OP-Case Mgt Brokerage                  | OP-MH Svcs            | OP-Crisis Intervention |               |  |          |                |
| Funding Team (mm/dd/yy - mm/dd/yy)                                         | 07/01-06/30                            | 07/01-06/30           | 07/01-06/30            |               |  |          | TOTAL          |
| <b>FUNDING USES</b>                                                        |                                        |                       |                        |               |  |          |                |
| Salaries & Employee Benefits                                               | 88,741                                 | 697,582               | 5,762                  |               |  |          | 790,085        |
| Operating Expenses                                                         | 8,730                                  | 54,123                | 447                    |               |  |          | 63,300         |
| Capital Expenses                                                           |                                        |                       |                        |               |  |          |                |
| Subtotal Direct Expenses                                                   | 97,471                                 | 751,705               | 6,209                  |               |  |          | 855,385        |
| Indirect Expenses                                                          | 11,216                                 | 80,205                | 745                    |               |  |          | 92,166         |
| <b>TOTAL FUNDING USES</b>                                                  | <b>104,687</b>                         | <b>841,910</b>        | <b>6,954</b>           |               |  |          | <b>853,551</b> |
|                                                                            | Accounting Code (Index Code or Detail) |                       |                        |               |  |          |                |
| <b>BHS MENTAL HEALTH FUNDING SOURCES</b>                                   |                                        |                       |                        |               |  |          |                |
| MH FED SDMC FFR (50%) Adult                                                | HMHMCC730515                           | 44,730                | 389,729                | 2,971         |  |          | 407,424        |
| MH COUNTY Adult - General Fund                                             | HMHMCC730515                           | 1,897                 | 15,254                 | 128           |  |          | 17,277         |
| MH COUNTY Adult WG CODB                                                    | HMHMCC730515                           | 1,416                 | 11,388                 | 94            |  |          | 12,898         |
| MH WC HSA UC Roving Team                                                   | HMHMROVINGWO                           | 58,645                | 455,644                | 3,763         |  |          | 615,951        |
| <b>TOTAL BHS MENTAL HEALTH FUNDING SOURCES</b>                             |                                        | <b>104,687</b>        | <b>841,910</b>         | <b>6,954</b>  |  |          | <b>853,551</b> |
|                                                                            | Accounting Code (Index Code or Detail) |                       |                        |               |  |          |                |
| <b>BHS SUBSTANCE ABUSE FUNDING SOURCES</b>                                 |                                        |                       |                        |               |  |          |                |
|                                                                            |                                        |                       |                        |               |  |          |                |
| This row left blank for funding sources not in drop-down list              |                                        |                       |                        |               |  |          |                |
| <b>TOTAL BHS SUBSTANCE ABUSE FUNDING SOURCES</b>                           |                                        |                       |                        |               |  |          |                |
|                                                                            | Accounting Code (Index Code or Detail) |                       |                        |               |  |          |                |
| <b>OTHER DPH FUNDING SOURCES</b>                                           |                                        |                       |                        |               |  |          |                |
|                                                                            |                                        |                       |                        |               |  |          |                |
| This row left blank for funding sources not in drop-down list              |                                        |                       |                        |               |  |          |                |
| <b>TOTAL OTHER DPH FUNDING SOURCES</b>                                     |                                        |                       |                        |               |  |          |                |
| <b>TOTAL DPH FUNDING SOURCES</b>                                           |                                        | <b>104,687</b>        | <b>841,910</b>         | <b>6,954</b>  |  |          | <b>853,551</b> |
| <b>NON-DPH FUNDING SOURCES</b>                                             |                                        |                       |                        |               |  |          |                |
|                                                                            |                                        |                       |                        |               |  |          |                |
| This row left blank for funding sources not in drop-down list              |                                        |                       |                        |               |  |          |                |
| <b>TOTAL NON-DPH FUNDING SOURCES</b>                                       |                                        |                       |                        |               |  |          |                |
| <b>TOTAL FUNDING SOURCES (DPH AND NON-DPH)</b>                             |                                        | <b>104,687</b>        | <b>841,910</b>         | <b>6,954</b>  |  |          | <b>853,551</b> |
| <b>BHS UNITS OF SERVICE/KINDS OF COST</b>                                  |                                        |                       |                        |               |  |          |                |
| Number of Beds Purchased (if applicable)                                   |                                        |                       |                        |               |  |          |                |
| SA Only - Non-Res 33 - ODF # of Group Sessions (classes)                   |                                        |                       |                        |               |  |          |                |
| SA Only - Licensed Capacity for Medi-Cal Provider with Narcotic Tx Program |                                        |                       |                        |               |  |          |                |
| Payment Method                                                             | Fee-For-Service (FFS)                  | Fee-For-Service (FFS) | Fee-For-Service (FFS)  |               |  |          |                |
| DPH Units of Service                                                       | 48,243                                 | 317,978               | 1,900                  |               |  |          |                |
| Unit Type                                                                  | Staff Minute                           | Staff Minute          | Staff Minute           |               |  |          |                |
| Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only)                        | \$ 2.17                                | \$ 2.69               | \$ 3.66                |               |  |          |                |
| Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)              | \$ 2.17                                | \$ 2.69               | \$ 3.66                |               |  |          |                |
| Published Rate (Medi-Cal Providers Only)                                   | \$ 3.45                                | \$ 4.30               | \$ 5.05                |               |  |          |                |
| Unduplicated Clients (UDC)                                                 |                                        |                       |                        |               |  |          | 120            |

Revised 7/1/2015

Appendix B - DPH 3: Salaries & Benefits Detail

Program Name: Citywide Rowing Team  
 Program Code: 8911RT

Appendix #: B-3  
 Page #: 2  
 Based on FY: 2018-19  
 Document Date: 05/01/18

| Position Title<br>Tam (mm/dd/yy-mm/dd/yy):                                  | TOTAL       |                   | SDMG Regular FFP (50%)<br>General Fund<br>MH Adult County WO<br>CODB:<br>HMHMCC733516 |                   | MH WO HSA UC Rowing<br>Team HMMHROVINGWO |                   | Accounting Code 3<br>(Index Code or Detail) |             | Accounting Code 4<br>(Index Code or Detail) |             | Accounting Code 5<br>(Index Code or Detail) |             | Accounting Code 6<br>(Index Code or Detail) |             |
|-----------------------------------------------------------------------------|-------------|-------------------|---------------------------------------------------------------------------------------|-------------------|------------------------------------------|-------------------|---------------------------------------------|-------------|---------------------------------------------|-------------|---------------------------------------------|-------------|---------------------------------------------|-------------|
|                                                                             | 07/01-08/30 |                   | 07/01-08/30                                                                           |                   | 07/01-08/30                              |                   |                                             |             |                                             |             |                                             |             |                                             |             |
|                                                                             | FTE         | Salaries          | FTE                                                                                   | Salaries          | FTE                                      | Salaries          | FTE                                         | Salaries    | FTE                                         | Salaries    | FTE                                         | Salaries    | FTE                                         | Salaries    |
| Psych Svc HC Mgr 1 (formerly Supervising Clinical Social Worker)            | 0.80        | \$ 62,714         | 0.37                                                                                  | \$ 28,780         | 0.43                                     | \$ 33,934         |                                             |             |                                             |             |                                             |             |                                             |             |
| Psych Svc HC Supv 1/2 (formerly Clinical Social Worker IV/III - Supervisor) | 0.88        | \$ 88,161         | 0.40                                                                                  | \$ 40,459         | 0.48                                     | \$ 47,702         |                                             |             |                                             |             |                                             |             |                                             |             |
| Social Work Associate                                                       | 0.89        | \$ 49,016         | 0.41                                                                                  | \$ 22,494         | 0.48                                     | \$ 26,522         |                                             |             |                                             |             |                                             |             |                                             |             |
| Clinical Social Worker III                                                  | 4.25        | \$ 318,024        | 1.95                                                                                  | \$ 145,946        | 2.30                                     | \$ 172,078        |                                             |             |                                             |             |                                             |             |                                             |             |
| Administrative Assistant IV/III                                             | 0.65        | \$ 37,898         | 0.30                                                                                  | \$ 17,391         | 0.35                                     | \$ 20,505         |                                             |             |                                             |             |                                             |             |                                             |             |
| <b>Totals:</b>                                                              | <b>7.47</b> | <b>\$ 555,811</b> | <b>3.43</b>                                                                           | <b>\$ 255,071</b> | <b>4.04</b>                              | <b>\$ 300,740</b> | <b>0.00</b>                                 | <b>\$ -</b> | <b>0.00</b>                                 | <b>\$ -</b> | <b>0.00</b>                                 | <b>\$ -</b> | <b>0.00</b>                                 | <b>\$ -</b> |
| Employee Fringe Benefits:                                                   | 42.15%      | \$ 234,274        | 42.15%                                                                                | \$ 107,512        | 42.15%                                   | \$ 126,782        | 0.00%                                       |             | 0.00%                                       |             | 0.00%                                       |             | 0.00%                                       |             |
| <b>TOTAL SALARIES &amp; BENEFITS</b>                                        |             | <b>\$ 790,085</b> |                                                                                       | <b>\$ 362,583</b> |                                          | <b>\$ 427,502</b> |                                             | <b>\$ -</b> |                                             | <b>\$ -</b> |                                             | <b>\$ -</b> |                                             | <b>\$ -</b> |

Appendix B - DPH 4: Operating Expenses Detail

Program Name: Citywide Roving Team  
 Program Code: 8914RT

Appendix #: B-3  
 Page #: 3  
 Based on FY: 2018-19  
 Document Date: 05/01/18

| Expense Categories & Line Items                                                                                                                                                     | TOTAL            | SDMC Regular FFP (60%)<br>General Fund<br>MH Adult County WO<br>COBB<br>HMMHC0730545 | MHWO HSA UC<br>Roving Team<br>HMMHROVINGWO | Accounting Code 3<br>(Index Code or<br>Detail) | Accounting Code 4<br>(Index Code or<br>Detail) | Accounting Code 5<br>(Index Code or<br>Detail) | Accounting Code 6<br>(Index Code or<br>Detail) |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|--------------------------------------------------------------------------------------|--------------------------------------------|------------------------------------------------|------------------------------------------------|------------------------------------------------|------------------------------------------------|
| Term (mm/dd/yy-mm/dd/yy):                                                                                                                                                           | 07/01-06/30      | 07/01-06/30                                                                          | 07/01-08/30                                |                                                |                                                |                                                |                                                |
| Rent                                                                                                                                                                                |                  |                                                                                      |                                            |                                                |                                                |                                                |                                                |
| Utilities (telephone, electricity, water, gas)                                                                                                                                      | \$ 12,000        | \$ 6,507                                                                             | \$ 6,493                                   |                                                |                                                |                                                |                                                |
| Building Repair/Maintenance                                                                                                                                                         |                  |                                                                                      |                                            |                                                |                                                |                                                |                                                |
| Occupancy Total:                                                                                                                                                                    | \$ 12,000        | \$ 6,507                                                                             | \$ 6,493                                   | \$ -                                           | \$ -                                           | \$ -                                           | \$ -                                           |
| Office Supplies                                                                                                                                                                     | \$ 5,300         | \$ 2,432                                                                             | \$ 2,868                                   |                                                |                                                |                                                |                                                |
| Photocopying                                                                                                                                                                        | \$ 500           | \$ 229                                                                               | \$ 271                                     |                                                |                                                |                                                |                                                |
| Program Supplies                                                                                                                                                                    |                  |                                                                                      |                                            |                                                |                                                |                                                |                                                |
| Computer Hardware/Software                                                                                                                                                          | \$ 9,000         | \$ 4,130                                                                             | \$ 4,870                                   |                                                |                                                |                                                |                                                |
| Materials & Supplies Total:                                                                                                                                                         | \$ 14,800        | \$ 6,792                                                                             | \$ 8,008                                   | \$ -                                           | \$ -                                           | \$ -                                           | \$ -                                           |
| Training/Staff Development                                                                                                                                                          | \$ 500           | \$ 229                                                                               | \$ 271                                     |                                                |                                                |                                                |                                                |
| Insurance (auto)                                                                                                                                                                    | \$ -             |                                                                                      |                                            |                                                |                                                |                                                |                                                |
| Professional License                                                                                                                                                                | \$ -             |                                                                                      |                                            |                                                |                                                |                                                |                                                |
| Permits                                                                                                                                                                             | \$ -             |                                                                                      |                                            |                                                |                                                |                                                |                                                |
| Equipment Lease & Maintenance                                                                                                                                                       | \$ -             |                                                                                      |                                            |                                                |                                                |                                                |                                                |
| General Operating Total:                                                                                                                                                            | \$ 500           | \$ 229                                                                               | \$ 271                                     | \$ -                                           | \$ -                                           | \$ -                                           | \$ -                                           |
| Local Travel                                                                                                                                                                        |                  |                                                                                      |                                            |                                                |                                                |                                                |                                                |
| Out-of-Town Travel                                                                                                                                                                  | \$ -             |                                                                                      |                                            |                                                |                                                |                                                |                                                |
| Field Expenses                                                                                                                                                                      | \$ -             |                                                                                      |                                            |                                                |                                                |                                                |                                                |
| Staff Travel Total:                                                                                                                                                                 | \$ -             | \$ -                                                                                 | \$ -                                       | \$ -                                           | \$ -                                           | \$ -                                           | \$ -                                           |
| Consultant/Subcontractor (Provide<br>Consultant/Subcontracting Agency Name,<br>Service Detail w/Dates, Hourly Rate and<br>(add more Consultant/Subcontractor lines as<br>necessary) | \$ -             |                                                                                      |                                            |                                                |                                                |                                                |                                                |
| Consultant/Subcontractor Total:                                                                                                                                                     | \$ -             | \$ -                                                                                 | \$ -                                       | \$ -                                           | \$ -                                           | \$ -                                           | \$ -                                           |
| Data Network Services                                                                                                                                                               | \$ 3,944         | \$ 1,810                                                                             | \$ 2,134                                   |                                                |                                                |                                                |                                                |
| COSSS - Computing and Communication<br>Device Support Services                                                                                                                      | \$ 6,289         | \$ 2,427                                                                             | \$ 2,862                                   |                                                |                                                |                                                |                                                |
| Liability charges                                                                                                                                                                   | \$ 4,558         | \$ 2,092                                                                             | \$ 2,466                                   |                                                |                                                |                                                |                                                |
| UCSF Faculty and Staff HR Recharge                                                                                                                                                  | \$ 8,210         | \$ 3,767                                                                             | \$ 4,442                                   |                                                |                                                |                                                |                                                |
| Client food and miscellaneous expenses:<br>Client miscellaneous expenses include coffee,<br>lunches, hygiene products, clothing, taxi<br>vouchers/bus tokens etc. (Incentives)      | \$ 12,000        | \$ 5,507                                                                             | \$ 6,493                                   |                                                |                                                |                                                |                                                |
| Other Total:                                                                                                                                                                        | \$ 34,000        | \$ 15,603                                                                            | \$ 18,387                                  | \$ -                                           | \$ -                                           | \$ -                                           | \$ -                                           |
| <b>TOTAL OPERATING EXPENSE</b>                                                                                                                                                      | <b>\$ 61,300</b> | <b>\$ 28,131</b>                                                                     | <b>\$ 33,169</b>                           | <b>\$ -</b>                                    | <b>\$ -</b>                                    | <b>\$ -</b>                                    | <b>\$ -</b>                                    |

Revised 7/1/2015

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

| DHCS Legal Entity Name (MH)/Contractor Name (SA) 00117        |                                                                            | UC Citywide Services for Supportive Housing |                                          |                                          |                                          |                                          | Appendix #       |
|---------------------------------------------------------------|----------------------------------------------------------------------------|---------------------------------------------|------------------------------------------|------------------------------------------|------------------------------------------|------------------------------------------|------------------|
| Provider Name UC Citywide Services for Supportive Housing     |                                                                            |                                             |                                          |                                          |                                          |                                          | Page #           |
| Provider Number 8911                                          |                                                                            |                                             |                                          |                                          |                                          |                                          | Based on FY      |
|                                                               |                                                                            |                                             |                                          |                                          |                                          |                                          | Document Date    |
| Program Name                                                  | Program Code                                                               | Citywide Services for Supportive Housing    | Citywide Services for Supportive Housing | Citywide Services for Supportive Housing | Citywide Services for Supportive Housing | Citywide Services for Supportive Housing |                  |
| Mode/SFC (MH) or Modality (SA)                                |                                                                            | 15/01-06                                    | 15/10-07, 09                             | 16/00-09                                 | 16/70-79                                 | 60/78                                    |                  |
| Service Description                                           |                                                                            | OP-Case Mgt Brokerage                       | OP-MH Svcs                               | OP-Medication Support                    | OP-Crisis Intervention                   | SS-Other Non-Med/Cal Client Support Exp  |                  |
| Funding Term (mm/yyyy - mm/yyyy)                              |                                                                            | 07/01-06/30                                 | 07/01-06/30                              | 07/01-06/30                              | 07/01-06/30                              | 07/01-06/30                              | TOTAL            |
| <b>FUNDING USES:</b>                                          |                                                                            |                                             |                                          |                                          |                                          |                                          |                  |
| Salaries & Employee Benefits                                  |                                                                            | 110,858                                     | 608,202                                  | 465,860                                  | 35,910                                   | 336,933                                  | 1,558,764        |
| Operating Expenses                                            |                                                                            | 9,076                                       | 49,793                                   | 38,139                                   | 2,940                                    | 26,760                                   | 126,708          |
| Capital Expenses                                              |                                                                            |                                             |                                          |                                          |                                          |                                          |                  |
| Subtotal Direct Expenses                                      |                                                                            | 119,935                                     | 657,995                                  | 503,999                                  | 38,850                                   | 363,693                                  | 1,685,472        |
| Indirect Expenses                                             |                                                                            | 14,392                                      | 78,059                                   | 60,481                                   | 4,662                                    | 43,523                                   | 202,017          |
| <b>TOTAL FUNDING USES</b>                                     |                                                                            | <b>134,327</b>                              | <b>736,054</b>                           | <b>564,480</b>                           | <b>43,512</b>                            | <b>406,216</b>                           | <b>1,885,489</b> |
| <b>BHS MENTAL HEALTH FUNDING SOURCES:</b>                     | Accounting Code (Index Code or Detail)                                     |                                             |                                          |                                          |                                          |                                          |                  |
| MH FED SDMC FFP (50%) Adult                                   | HMHMCC730515                                                               | 59,365                                      | 325,894                                  | 249,499                                  | 19,230                                   |                                          | 653,758          |
| MH COUNTY Adult - General Fund                                | HMHMCC730515                                                               | 73,225                                      | 401,734                                  | 307,713                                  | 23,719                                   | 406,216                                  | 1,212,608        |
| MH COUNTY Adult - General Fund (COOB)                         | HMHMCC730515                                                               | 1,738                                       | 9,627                                    | 7,297                                    | 582                                      |                                          | 19,123           |
| <b>TOTAL BHS MENTAL HEALTH FUNDING SOURCES</b>                |                                                                            | <b>134,327</b>                              | <b>736,054</b>                           | <b>564,480</b>                           | <b>43,512</b>                            | <b>406,216</b>                           | <b>1,885,489</b> |
| <b>BHS SUBSTANCE ABUSE FUNDING SOURCES:</b>                   | Accounting Code (Index Code or Detail)                                     |                                             |                                          |                                          |                                          |                                          |                  |
|                                                               |                                                                            |                                             |                                          |                                          |                                          |                                          |                  |
| This row left blank for funding sources not in drop-down list |                                                                            |                                             |                                          |                                          |                                          |                                          |                  |
| <b>TOTAL BHS SUBSTANCE ABUSE FUNDING SOURCES</b>              |                                                                            |                                             |                                          |                                          |                                          |                                          |                  |
| <b>OTHER DPH FUNDING SOURCES:</b>                             | Accounting Code (Index Code or Detail)                                     |                                             |                                          |                                          |                                          |                                          |                  |
|                                                               |                                                                            |                                             |                                          |                                          |                                          |                                          |                  |
| This row left blank for funding sources not in drop-down list |                                                                            |                                             |                                          |                                          |                                          |                                          |                  |
| <b>TOTAL OTHER DPH FUNDING SOURCES</b>                        |                                                                            |                                             |                                          |                                          |                                          |                                          |                  |
| <b>TOTAL DPH FUNDING SOURCES</b>                              |                                                                            | <b>134,327</b>                              | <b>736,054</b>                           | <b>564,480</b>                           | <b>43,512</b>                            | <b>406,216</b>                           | <b>1,885,489</b> |
| <b>NON-DPH FUNDING SOURCES:</b>                               |                                                                            |                                             |                                          |                                          |                                          |                                          |                  |
| This row left blank for funding sources not in drop-down list |                                                                            |                                             |                                          |                                          |                                          |                                          |                  |
| <b>TOTAL NON-DPH FUNDING SOURCES</b>                          |                                                                            |                                             |                                          |                                          |                                          |                                          |                  |
| <b>TOTAL FUNDING SOURCES (DPH AND NON-DPH)</b>                |                                                                            | <b>134,327</b>                              | <b>736,054</b>                           | <b>564,480</b>                           | <b>43,512</b>                            | <b>406,216</b>                           | <b>1,885,489</b> |
| <b>BHS UNITS OF SERVICE AND UNIT COST:</b>                    | Number of Beds Purchased (if applicable)                                   |                                             |                                          |                                          |                                          |                                          |                  |
|                                                               | SA Only - Non-Rate 33 - ODF # of Group Sessions (classes)                  |                                             |                                          |                                          |                                          |                                          |                  |
|                                                               | SA Only - Licensed Capacity for Medi-Cal Provider with Narcotic Tx Program |                                             |                                          |                                          |                                          |                                          |                  |
| Payment Method                                                | Fee-For-Service (FFS)                                                      | 61,802                                      | 278,098                                  | 112,000                                  | 10,419                                   | 7,436                                    |                  |
| DPH Units of Service                                          | Unit Type                                                                  | Staff Minute                                | Staff Minute                             | Staff Minute                             | Staff Minute                             | Staff Hour                               |                  |
| Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only)           |                                                                            | \$ 2.17                                     | \$ 2.85                                  | \$ 5.04                                  | \$ 4.30                                  | \$ 54.84                                 |                  |
| Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES) |                                                                            | \$ 2.17                                     | \$ 2.85                                  | \$ 5.04                                  | \$ 4.30                                  | \$ 54.84                                 |                  |
| Published Rate (Medi-Cal Providers Only)                      |                                                                            | \$ 3.45                                     | \$ 4.30                                  | \$ 8.10                                  | \$ 6.06                                  | \$ 54.84                                 | Total UDC        |
|                                                               | Unduplicated Clients (UDC)                                                 |                                             |                                          |                                          |                                          |                                          | 240              |

Revised 7/1/2015

Appendix B - DPH 3: Salaries & Benefits Detail

Program Name: Citywide Services for Supportive Housing  
 Program Code: 8911SH

Appendix #: B-4  
 Page #: 2  
 Based on FY: 2018-19  
 Document Date: 05/01/18

| Term (mm/dd/yy-mm/dd/yy):                                                   | TOTAL         |                     | SDAC Regular FFP (50%)<br>General Fund<br>Mil Adult County SWO<br>C008<br>HMHMC730515 |                     | Citywide Services for<br>Supportive Housing (CR)<br>General Fund<br>HMHMC730515 |                   | Accounting Code 3<br>(Index Code or Detail) |             | Accounting Code 4<br>(Index Code or Detail) |             | Accounting Code 5<br>(Index Code or Detail) |             | Accounting Code 6<br>(Index Code or Detail) |             |
|-----------------------------------------------------------------------------|---------------|---------------------|---------------------------------------------------------------------------------------|---------------------|---------------------------------------------------------------------------------|-------------------|---------------------------------------------|-------------|---------------------------------------------|-------------|---------------------------------------------|-------------|---------------------------------------------|-------------|
|                                                                             | FTE           | Salaries            | FTE                                                                                   | Salaries            | FTE                                                                             | Salaries          | FTE                                         | Salaries    | FTE                                         | Salaries    | FTE                                         | Salaries    | FTE                                         | Salaries    |
| Clinical Instructor/Asst./Assoc./Professor                                  | 0.20          | \$ 41,053           | 0.20                                                                                  | \$ 41,053           |                                                                                 | \$ -              |                                             |             |                                             |             |                                             |             |                                             |             |
| Psych Svc HC Mgr 1 (formerly Supervising Clinical Social Worker)            | 0.20          | \$ 28,985           | 0                                                                                     | \$ -                | 0.20                                                                            | \$ 28,985         |                                             |             |                                             |             |                                             |             |                                             |             |
| Psych Svc HC Supv 1/2 (formerly Clinical Social Worker II/III - Supervisor) | 2.00          | \$ 201,368          | 1.80                                                                                  | \$ 181,232          | 0.20                                                                            | \$ 20,137         |                                             |             |                                             |             |                                             |             |                                             |             |
| Social Work Associate                                                       | 1.15          | \$ 85,859           | 0.90                                                                                  | \$ 60,258           | 0.25                                                                            | \$ 15,601         |                                             |             |                                             |             |                                             |             |                                             |             |
| Clinical Social Worker III                                                  | 4.00          | \$ 284,387          | 3.60                                                                                  | \$ 255,949          | 0.40                                                                            | \$ 28,438         |                                             |             |                                             |             |                                             |             |                                             |             |
| LVN/RN/NP                                                                   | 2.20          | \$ 375,433          | 1.95                                                                                  | \$ 332,651          | 0.25                                                                            | \$ 42,782         |                                             |             |                                             |             |                                             |             |                                             |             |
| Rehab Svc Supv 2 (formerly Community Health Program Manager)                | 0.05          | \$ 4,208            | 0.00                                                                                  | \$ -                | 0.05                                                                            | \$ 4,208          |                                             |             |                                             |             |                                             |             |                                             |             |
| Administrative Assistant II/III                                             | 2.00          | \$ 98,372           | 0.00                                                                                  | \$ -                | 2.00                                                                            | \$ 98,372         |                                             |             |                                             |             |                                             |             |                                             |             |
| <b>Totals:</b>                                                              | <b>11.80</b>  | <b>\$ 1,097,460</b> | <b>8.45</b>                                                                           | <b>\$ 861,143</b>   | <b>3.35</b>                                                                     | <b>\$ 236,323</b> | <b>0.00</b>                                 | <b>\$ -</b> | <b>0.00</b>                                 | <b>\$ -</b> | <b>0.00</b>                                 | <b>\$ -</b> | <b>0.00</b>                                 | <b>\$ -</b> |
| <b>Employee Fringe Benefits:</b>                                            | <b>41.85%</b> | <b>\$ 459,298</b>   | <b>41.77%</b>                                                                         | <b>\$ 359,888</b>   | <b>42.15%</b>                                                                   | <b>\$ 99,610</b>  | <b>0.00%</b>                                | <b>\$ -</b> | <b>0.00%</b>                                | <b>\$ -</b> | <b>0.00%</b>                                | <b>\$ -</b> | <b>0.00%</b>                                | <b>\$ -</b> |
| <b>TOTAL SALARIES &amp; BENEFITS</b>                                        |               | <b>\$ 1,556,764</b> |                                                                                       | <b>\$ 1,220,831</b> |                                                                                 | <b>\$ 335,933</b> |                                             | <b>\$ -</b> |                                             | <b>\$ -</b> |                                             | <b>\$ -</b> |                                             | <b>\$ -</b> |

Appendix B - DPH 4: Operating Expenses Detail

Program Name: Citywide Services for Supportive Housing  
 Program Code: B911SH

Appendix #: B-4  
 Page #: 3  
 Based on FY: 2018-19  
 Document Date: 05/01/18

| Expense Categories & Line Items                                                                                                                                          | TOTAL       | SDMC Regular FFP (59%)<br>General Fund<br>MH Adult County WO<br>GDDB<br>HMHMCC730546 | Citywide Services for Supportive Housing (CR)<br>General Fund<br>HMHMCC730846 | Accounting Code 3<br>(Index Code or Detail) | Accounting Code 4<br>(Index Code or Detail) | Accounting Code 5<br>(Index Code or Detail) | Accounting Code 6<br>(Index Code or Detail) |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|--------------------------------------------------------------------------------------|-------------------------------------------------------------------------------|---------------------------------------------|---------------------------------------------|---------------------------------------------|---------------------------------------------|
| <b>Term (mm/dd/yy-mm/dd/yy):</b>                                                                                                                                         | 07/01-08/30 | 07/01-08/30                                                                          | 07/01-08/30                                                                   |                                             |                                             |                                             |                                             |
| Rent                                                                                                                                                                     |             |                                                                                      |                                                                               |                                             |                                             |                                             |                                             |
| Utilities (telephone, electricity, water, gas)                                                                                                                           | \$ 5,000    | \$ 5,000                                                                             |                                                                               |                                             |                                             |                                             |                                             |
| Building Repair/Maintenance                                                                                                                                              |             |                                                                                      |                                                                               |                                             |                                             |                                             |                                             |
| Occupancy Total:                                                                                                                                                         | \$ 5,000    | \$ 5,000                                                                             | \$ -                                                                          | \$ -                                        | \$ -                                        | \$ -                                        | \$ -                                        |
| Office Supplies                                                                                                                                                          | \$ 20,000   | \$ 20,000                                                                            | \$ -                                                                          |                                             |                                             |                                             |                                             |
| Medical Supplies - gloves, suture kit, gauze, pregnancy test, tox screen, band-aids, alcohol pads, glucometer, gluco-strips etc.                                         | \$ 6,000    | \$ 6,000                                                                             | \$ -                                                                          |                                             |                                             |                                             |                                             |
| Photocopying                                                                                                                                                             | \$ 1,000    | \$ 998                                                                               |                                                                               |                                             |                                             |                                             |                                             |
| Program Supplies                                                                                                                                                         | \$ -        |                                                                                      |                                                                               |                                             |                                             |                                             |                                             |
| Computer Hardware/Software                                                                                                                                               | \$ 11,000   | \$ 11,000                                                                            |                                                                               |                                             |                                             |                                             |                                             |
| Materials & Supplies Total:                                                                                                                                              | \$ 38,000   | \$ 37,998                                                                            | \$ -                                                                          | \$ -                                        | \$ -                                        | \$ -                                        | \$ -                                        |
| Training/Staff Development                                                                                                                                               | \$ 1,200    | \$ 1,200                                                                             | \$ -                                                                          |                                             |                                             |                                             |                                             |
| Insurance (auto)                                                                                                                                                         | \$ -        |                                                                                      |                                                                               |                                             |                                             |                                             |                                             |
| Professional License                                                                                                                                                     | \$ -        |                                                                                      |                                                                               |                                             |                                             |                                             |                                             |
| Permits                                                                                                                                                                  | \$ -        |                                                                                      |                                                                               |                                             |                                             |                                             |                                             |
| Equipment Lease & Maintenance                                                                                                                                            | \$ -        |                                                                                      |                                                                               |                                             |                                             |                                             |                                             |
| General Operating Total:                                                                                                                                                 | \$ 1,200    | \$ 1,200                                                                             | \$ -                                                                          | \$ -                                        | \$ -                                        | \$ -                                        | \$ -                                        |
| Local Travel                                                                                                                                                             | \$ 8,000    | \$ 8,000                                                                             |                                                                               |                                             |                                             |                                             |                                             |
| Out-of-Town Travel                                                                                                                                                       | \$ -        |                                                                                      |                                                                               |                                             |                                             |                                             |                                             |
| Field Expenses                                                                                                                                                           | \$ -        |                                                                                      |                                                                               |                                             |                                             |                                             |                                             |
| Staff Travel Total:                                                                                                                                                      | \$ 8,000    | \$ 8,000                                                                             | \$ -                                                                          | \$ -                                        | \$ -                                        | \$ -                                        | \$ -                                        |
| Consultant/Subcontractor (Provide Consultant/Subcontracting Agency Name, Service Detail w/Dates, Hourly Rate and (add more Consultant/Subcontractor lines as necessary)) | \$ -        |                                                                                      |                                                                               |                                             |                                             |                                             |                                             |
| Consultant/Subcontractor Total:                                                                                                                                          | \$ -        | \$ -                                                                                 | \$ -                                                                          | \$ -                                        | \$ -                                        | \$ -                                        | \$ -                                        |
| Data Network Services                                                                                                                                                    | \$ 6,230    | \$ 4,462                                                                             | \$ 1,769                                                                      |                                             |                                             |                                             |                                             |
| CCOSS - Computing and Communication Device Support Services                                                                                                              | \$ 8,354    | \$ 5,983                                                                             | \$ 2,372                                                                      |                                             |                                             |                                             |                                             |
| Liability charges                                                                                                                                                        | \$ 8,899    | \$ 7,061                                                                             | \$ 1,938                                                                      |                                             |                                             |                                             |                                             |
| UCSF Faculty and Staff HR Recharge                                                                                                                                       | \$ 13,924   | \$ 10,243                                                                            | \$ 3,682                                                                      |                                             |                                             |                                             |                                             |
| Client food and miscellaneous expenses: Client miscellaneous expenses include coffee, lunches, hygiene products, clothing, taxi vouchers/bus tokens etc. (incentives)    | \$ 37,000   | \$ 20,000                                                                            | \$ 17,000                                                                     |                                             |                                             |                                             |                                             |
| Other Total:                                                                                                                                                             | \$ 74,508   | \$ 47,749                                                                            | \$ 26,760                                                                     | \$ -                                        | \$ -                                        | \$ -                                        | \$ -                                        |
| <b>TOTAL OPERATING EXPENSE</b>                                                                                                                                           | \$ 126,708  | \$ 99,947                                                                            | \$ 26,760                                                                     | \$ -                                        | \$ -                                        | \$ -                                        | \$ -                                        |

Revised 7/1/2015



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

| DHCS Legal Entity Name (MH)/Contractor Name (SA) 00117                     |                       | Provider Name UC Citywide STOP |                       |                         |               | Appendix #                | B-5            |
|----------------------------------------------------------------------------|-----------------------|--------------------------------|-----------------------|-------------------------|---------------|---------------------------|----------------|
| Provider Number 389832                                                     |                       |                                |                       |                         |               | Page #                    | 1              |
|                                                                            |                       |                                |                       |                         |               | Fiscal Year               | 2018-19        |
|                                                                            |                       |                                |                       |                         |               | Funding Notification Date | 09/01/18       |
| Program Name                                                               | Citywide STOP         | Citywide STOP                  | Citywide STOP         | Citywide STOP           | Citywide STOP |                           |                |
| Program Code                                                               | 38321                 | 38321                          | 38321                 | 38321                   | 38321         |                           |                |
| Model/SFC (MH) or Modality (SA)                                            | ODS-01                | ODS-02                         | ODS-03                | ODS-03                  | Supp-02       |                           |                |
| Service Description                                                        | QDS Group Counseling  | ODS Individual Counseling      | ODS Case Management   | SA- Support Training    |               |                           |                |
| Funding Term (m1/d1/y1 - m2/d2/y2)                                         | 07/01-06/30           | 07/01-06/30                    | 07/01-06/30           | 07/01-06/30             |               |                           | TOTAL          |
| <b>FUNDING USES:</b>                                                       |                       |                                |                       |                         |               |                           |                |
| Salaries & Employee Benefits                                               | 112,113               | 37,797                         | 1,573                 | 8,769                   |               |                           | 158,252        |
| Operating Expenses                                                         | 3,158                 | 1,094                          | 44                    | 125                     |               |                           | 4,389          |
| Capital Expenses                                                           |                       |                                |                       |                         |               |                           |                |
| Subtotal Direct Expenses                                                   | 115,269               | 38,891                         | 1,617                 | 8,894                   |               |                           | 162,841        |
| Indirect Expenses                                                          | 13,832                | 4,853                          | 194                   | 827                     |               |                           | 19,517         |
| <b>TOTAL FUNDING USES</b>                                                  | <b>129,101</b>        | <b>43,744</b>                  | <b>1,811</b>          | <b>7,722</b>            |               |                           | <b>182,168</b> |
| <b>BHS MENTAL HEALTH FUNDING SOURCES</b>                                   |                       |                                |                       |                         |               |                           |                |
| <b>TOTAL BHS MENTAL HEALTH FUNDING SOURCES</b>                             |                       |                                |                       |                         |               |                           |                |
| <b>BHS SUBSTANCE ABUSE FUNDING SOURCES</b>                                 |                       |                                |                       |                         |               |                           |                |
| SA FED - DMO FFP, CFDA #93.778                                             | 31,761                | 10,704                         | 445                   |                         |               |                           | 42,900         |
| SA STATE PSR Drug Medi-Cal                                                 | 17,096                | 5,784                          | 240                   |                         |               |                           | 23,100         |
| SA COUNTY - General Fund                                                   | 78,857                | 26,518                         | 1,403                 | 7,722                   |               |                           | 114,000        |
| SA COUNTY - General Fund (CODA)                                            | 1,597                 | 538                            | 22                    |                         |               |                           | 2,158          |
| <b>TOTAL BHS SUBSTANCE ABUSE FUNDING SOURCES</b>                           | <b>129,101</b>        | <b>43,524</b>                  | <b>1,811</b>          | <b>7,722</b>            |               |                           | <b>182,168</b> |
| <b>OTHER DPH FUNDING SOURCES</b>                                           |                       |                                |                       |                         |               |                           |                |
| <b>TOTAL OTHER DPH FUNDING SOURCES</b>                                     |                       |                                |                       |                         |               |                           |                |
| <b>TOTAL DPH FUNDING SOURCES</b>                                           |                       |                                |                       |                         |               |                           |                |
| <b>NON-DPH FUNDING SOURCES</b>                                             |                       |                                |                       |                         |               |                           |                |
| <b>TOTAL NON-DPH FUNDING SOURCES</b>                                       |                       |                                |                       |                         |               |                           |                |
| <b>TOTAL FUNDING SOURCES (DPH AND NON-DPH)</b>                             |                       |                                |                       |                         |               |                           |                |
| <b>BHS UNITS OF SERVICE AND UNIT COSTS</b>                                 |                       |                                |                       |                         |               |                           |                |
| Number of Beds Purchased (if applicable)                                   |                       |                                |                       |                         |               |                           |                |
| SA Only - Non-Ros 33 - ODF # of Group Sessions (classes)                   |                       |                                |                       |                         |               |                           |                |
| SA Only - Licensed Capacity for Medi-Cal Provider with Narcotic Tx Program |                       |                                |                       |                         |               |                           |                |
| Payment Method                                                             | Fee-For-Service (FFS) | Fee-For-Service (FFS)          | Fee-For-Service (FFS) | Cost Reimbursement (CR) |               |                           |                |
| DPH Units of Service                                                       | 3,512                 | 1,184                          | 48                    | 40                      |               |                           |                |
| Unit Type                                                                  | 15 minutes            | 15 minutes                     | 15 minutes            | Hours                   |               |                           |                |
| Cost Per Unit - DPH Rate (DPH FUNDING SOURCES ONLY)                        | \$ 36.76              | \$ 36.76                       | \$ 37.72              | \$ 193.05               |               |                           |                |
| Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)              | \$ 36.76              | \$ 36.76                       | \$ 37.72              | \$ 193.05               |               |                           |                |
| Published Rate (Medi-Cal Providers Only)                                   | \$ 36.76              | \$ 36.76                       | \$ 37.72              | N/A                     |               |                           | Total UDC      |
| Unduplicated Clients (UDC)                                                 | 30                    | 30                             | 20                    | 20                      |               |                           | 30             |

**Appendix B - DPH 3: Salaries & Benefits Detail**

Program Name: Citywide STOP  
 Program Code: 38321

Appendix #: B-5  
 Page #: 2  
 Based on FY: 2018-19  
 Document Date: 05/01/18

| Term (mm/dd/yy-mm/dd/yy)                   | TOTAL         |                | Federal Drug Medi-Cal (DMC), CFDA #93.778; State Public Safety Realignment (PSR) DMG & County SA General Fund HHSOCRES227 | General Fund (CR) HHSOCRES227 | 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) |              |             |              |             |              |             |              |             |              |             |
|--------------------------------------------|---------------|----------------|---------------------------------------------------------------------------------------------------------------------------|-------------------------------|------------------------------------------|------------------------------------------|------------------------------------------|------------------------------------------|--------------|-------------|--------------|-------------|--------------|-------------|--------------|-------------|--------------|-------------|
|                                            | 07/01-06/30   |                |                                                                                                                           |                               |                                          |                                          |                                          |                                          | 07/01-06/30  |             | 07/01-06/30  |             |              |             |              |             |              |             |
|                                            | FTE           | Salaries       |                                                                                                                           |                               |                                          |                                          |                                          |                                          | FTE          | Salaries    | FTE          | Salaries    | FTE          | Salaries    | FTE          | Salaries    |              |             |
| Clinical Instructor/Asst./Assoc./Professor | 0.25          | 42,184         | 0.22                                                                                                                      | \$ 37,138                     | 0.03                                     | \$ 5,046                                 |                                          |                                          |              |             |              |             |              |             |              |             |              |             |
| Psych Svc Healthcare Sup-1/SWA             | 1.00          | 68,489         | 1.00                                                                                                                      | \$ 68,489                     |                                          |                                          |                                          |                                          |              |             |              |             |              |             |              |             |              |             |
| Administrative Assistant II/III            | 0.05          | 3,029          | 0.05                                                                                                                      | \$ 3,029                      |                                          |                                          |                                          |                                          |              |             |              |             |              |             |              |             |              |             |
| <b>Totals:</b>                             | <b>1.30</b>   | <b>113,702</b> | <b>1.27</b>                                                                                                               | <b>\$ 108,656</b>             | <b>0.03</b>                              | <b>\$ 5,046</b>                          | <b>0.00</b>                              | <b>\$ -</b>                              | <b>0.00</b>  | <b>\$ -</b> | <b>0.00</b>  | <b>\$ -</b> | <b>0.00</b>  | <b>\$ -</b> | <b>0.00</b>  | <b>\$ -</b> | <b>0.00</b>  | <b>\$ -</b> |
| <b>Employee Fringe Benefits:</b>           | <b>38.16%</b> | <b>44,550</b>  | <b>39.42%</b>                                                                                                             | <b>\$ 42,827</b>              | <b>34.15%</b>                            | <b>\$ 1,723</b>                          | <b>0.00%</b>                             | <b>\$ -</b>                              | <b>0.00%</b> | <b>\$ -</b> | <b>0.00%</b> | <b>\$ -</b> | <b>0.00%</b> | <b>\$ -</b> | <b>0.00%</b> | <b>\$ -</b> | <b>0.00%</b> | <b>\$ -</b> |
| <b>TOTAL SALARIES &amp; BENEFITS</b>       |               | <b>158,252</b> |                                                                                                                           | <b>\$ 151,483</b>             |                                          | <b>\$ 6,789</b>                          |                                          | <b>\$ -</b>                              |              | <b>\$ -</b> |              | <b>\$ -</b> |              | <b>\$ -</b> |              | <b>\$ -</b> |              | <b>\$ -</b> |

Appendix B - DPH 4: Operating Expenses Detail

Program Name: Citywide STOP  
 Program Code: 38321

Appendix #: B-5  
 Page #: 3  
 Based on FY: 2018-19  
 Document Date: 05/01/18

| Expense Categories & Line Items                                                                                                                                          | TOTAL           | Federal Drug Medi-Cal (DMC), CFDA #93.779, State Public Safety Realignment (PSR) DMG & County SA General Fund HMHSCRE527 | General Fund (GR) HMHSCRE527 | 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):                                                                                                                                                | 07/01-06/30     | 07/01-06/30                                                                                                              | 07/01-06/30                  |                                          |                                          |                                          |                                          |
| 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 (auto)                                                                                                                                                         |                 |                                                                                                                          |                              |                                          |                                          |                                          |                                          |
| 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:                                                                                                                                          | \$ -            | \$ -                                                                                                                     | \$ -                         | \$ -                                     | \$ -                                     | \$ -                                     | \$ -                                     |
| Medi-Cal Certification                                                                                                                                                   |                 |                                                                                                                          |                              |                                          |                                          |                                          |                                          |
| Data Network Services                                                                                                                                                    | \$ 688          | \$ 671                                                                                                                   | \$ 17                        | \$ -                                     |                                          |                                          |                                          |
| CCDSS - Computing and Communication Device Support Services                                                                                                              | \$ 922          | \$ 899                                                                                                                   | \$ 23                        | \$ -                                     |                                          |                                          |                                          |
| Liability charges                                                                                                                                                        | \$ 932          | \$ 891                                                                                                                   | \$ 41                        | \$ -                                     |                                          |                                          |                                          |
| UCSF Faculty and Staff HR Recharge                                                                                                                                       | \$ 1,848        | \$ 1,802                                                                                                                 | \$ 44                        | \$ -                                     |                                          |                                          |                                          |
| Other Total:                                                                                                                                                             | \$ 4,389        | \$ 4,263                                                                                                                 | \$ 126                       | \$ -                                     | \$ -                                     | \$ -                                     | \$ -                                     |
| <b>TOTAL OPERATING EXPENSE</b>                                                                                                                                           | <b>\$ 4,389</b> | <b>\$ 4,263</b>                                                                                                          | <b>\$ 126</b>                | <b>\$ -</b>                              | <b>\$ -</b>                              | <b>\$ -</b>                              | <b>\$ -</b>                              |

Revised 7/1/2015

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

| DHCS Legal Entity Name (MFI)/Contractor Name (SA) 06117                    |                                                       | Provider Name UC Citywide STOP Sobering Center Case Management |                                               |                | Appendix #                | B-6            |
|----------------------------------------------------------------------------|-------------------------------------------------------|----------------------------------------------------------------|-----------------------------------------------|----------------|---------------------------|----------------|
| Provider Number 383832                                                     |                                                       |                                                                |                                               |                | Page #                    | 1              |
|                                                                            |                                                       |                                                                |                                               |                | Fiscal Year               | 2018-19        |
|                                                                            |                                                       |                                                                |                                               |                | Funding Notification Date | 05/01/18       |
| Program Name                                                               | Citywide STOP Sobering Center Case Management         | Citywide STOP Sobering Center Case Management                  | Citywide STOP Sobering Center Case Management |                |                           |                |
| Program Code                                                               | 3832SM-ANS                                            | 3832SM-ANS                                                     | 3832SM-ANS                                    |                |                           |                |
| Mode/SFC (M-I) or Modality (SA)                                            | Anc-66                                                | Nonres-34                                                      | Anc-66                                        |                |                           |                |
| Service Description                                                        | SA-Ancillary Svcs Case Mgmt (Excluding SACPA clients) | SA-Nonresidnt ODF Indv                                         | SA-Ancillary Services CM                      |                |                           |                |
| Funding Term (mm/dd/yyyy - mm/dd/yyyy)                                     | 07/01-08/30                                           | 07/01-08/30                                                    | 07/01-08/30                                   | Pre-Admission  |                           | TOTAL          |
| <b>FUNDING USES</b>                                                        |                                                       |                                                                |                                               |                |                           |                |
| Salaries & Employee Benefits                                               | 85,119                                                | 7,093                                                          | 236,491                                       |                |                           | 328,703        |
| Operating Expenses                                                         | 4,881                                                 | 407                                                            | 13,661                                        |                |                           | 18,849         |
| Capital Expenses                                                           |                                                       |                                                                |                                               |                |                           |                |
| Subtotal Direct Expenses                                                   | 90,000                                                | 7,500                                                          | 250,152                                       |                |                           | 347,652        |
| Indirect Expenses                                                          | 10,800                                                | 800                                                            | 30,008                                        |                |                           | 41,708         |
| <b>TOTAL FUNDING USES</b>                                                  | <b>100,800</b>                                        | <b>8,400</b>                                                   | <b>280,158</b>                                |                |                           | <b>389,258</b> |
| <b>BHS MENTAL HEALTH FUNDING SOURCES</b>                                   |                                                       |                                                                |                                               |                |                           |                |
|                                                                            |                                                       |                                                                |                                               |                |                           |                |
| <b>TOTAL BHS MENTAL HEALTH FUNDING SOURCES</b>                             |                                                       |                                                                |                                               |                |                           |                |
| <b>BHS SUBSTANCE ABUSE FUNDING SOURCES</b>                                 |                                                       |                                                                |                                               |                |                           |                |
| SA COUNTY - General Fund                                                   | HMHSOCRES227                                          | 98,341                                                         | 8,195                                         | 273,228        |                           | 379,764        |
| SA COUNTY - General Fund (CODB)                                            | HMHSOCRES227                                          | 2,459                                                          | 205                                           | 6,830          |                           | 9,494          |
| This row left blank for funding sources not in drop-down list              |                                                       |                                                                |                                               |                |                           |                |
| <b>TOTAL BHS SUBSTANCE ABUSE FUNDING SOURCES</b>                           |                                                       | <b>100,800</b>                                                 | <b>8,400</b>                                  | <b>280,058</b> |                           | <b>389,258</b> |
| <b>OTHER DPH FUNDING SOURCES</b>                                           |                                                       |                                                                |                                               |                |                           |                |
|                                                                            |                                                       |                                                                |                                               |                |                           |                |
| <b>TOTAL OTHER DPH FUNDING SOURCES</b>                                     |                                                       |                                                                |                                               |                |                           |                |
| <b>TOTAL DPH FUNDING SOURCES</b>                                           |                                                       | <b>100,800</b>                                                 | <b>8,400</b>                                  | <b>280,058</b> |                           | <b>389,258</b> |
| <b>NON-DPH FUNDING SOURCES</b>                                             |                                                       |                                                                |                                               |                |                           |                |
|                                                                            |                                                       |                                                                |                                               |                |                           |                |
| <b>TOTAL NON-DPH FUNDING SOURCES</b>                                       |                                                       |                                                                |                                               |                |                           |                |
| <b>TOTAL FUNDING SOURCES (DPH AND NON-DPH)</b>                             |                                                       | <b>100,800</b>                                                 | <b>8,400</b>                                  | <b>280,058</b> |                           | <b>389,258</b> |
| <b>BIG UNITS OF SERVICE AND UNIT COST</b>                                  |                                                       |                                                                |                                               |                |                           |                |
| 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                                                             | Cost Reimbursement (CR)                               | Cost Reimbursement (CR)                                        | Cost Reimbursement (CR)                       |                |                           |                |
| DPH Units of Service                                                       | 800                                                   | 50                                                             | 1,380                                         |                |                           |                |
| Unit Type                                                                  | Staff Hour                                            | Staff Hour                                                     | Staff Hour                                    |                |                           |                |
| Cost Per Unit - DPH Rate (DPH FUNDING SOURCES ONLY)                        | \$ 168.00                                             | \$ 168.00                                                      | \$ 205.93                                     |                |                           |                |
| Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)              | \$ 168.00                                             | \$ 168.00                                                      | \$ 205.93                                     |                |                           |                |
| Published Rate (Medi-Cal Providers Only)                                   | N/A                                                   | N/A                                                            | N/A                                           |                |                           | Total UDC      |
| Unduplicated Clients (UDC)                                                 | 10                                                    | 10                                                             | 40                                            |                |                           | 40             |

Appendix B - DPH 3: Salaries & Benefits Detail

Program Name: Citywide STOP Sobering Center Case Management  
 Program Code: 3832SM-ANS

Appendix #: B-6  
 Page #: 2  
 Based on FY: 2018-19  
 Document Date: 05/01/18

| Position Title                                            | TOTAL         |                | County General Fund<br>HMHSC0REB27 |                | Accounting Code 2<br>(Index Code or Detail) |             | Accounting Code 3<br>(Index Code or Detail) |             | Accounting Code 4<br>(Index Code or Detail) |             | Accounting Code 5<br>(Index Code or Detail) |             | Accounting Code 6<br>(Index Code or Detail) |             |
|-----------------------------------------------------------|---------------|----------------|------------------------------------|----------------|---------------------------------------------|-------------|---------------------------------------------|-------------|---------------------------------------------|-------------|---------------------------------------------|-------------|---------------------------------------------|-------------|
|                                                           | FTE           | Salaries       | FTE                                | Salaries       | FTE                                         | Salaries    | FTE                                         | Salaries    | FTE                                         | Salaries    | FTE                                         | Salaries    | FTE                                         | Salaries    |
| Term (mm/dd/yy-mm/dd/yy):                                 | 07/01-06/30   |                | 07/01-06/30                        |                |                                             |             |                                             |             |                                             |             |                                             |             |                                             |             |
| Clinical Instructor/Asslt./Assoo./Professor               | 0.20          | 33,747         | 0.20                               | 33,747         |                                             |             |                                             |             |                                             |             |                                             |             |                                             |             |
| Clinical Social Worker-III                                | 2.00          | 143,269        | 2.00                               | 143,269        |                                             |             |                                             |             |                                             |             |                                             |             |                                             |             |
| Patient Navigator (formerly Community Health Program Rep) | 0.50          | 10,217         | 0.50                               | 10,217         |                                             |             |                                             |             |                                             |             |                                             |             |                                             |             |
| Nurse Practitioner II                                     | 0.20          | 35,060         | 0.20                               | 35,060         |                                             |             |                                             |             |                                             |             |                                             |             |                                             |             |
| Administrative Assistant I/III                            | 0.20          | 11,254         | 0.20                               | 11,254         |                                             |             |                                             |             |                                             |             |                                             |             |                                             |             |
| <b>Totals:</b>                                            | <b>3.10</b>   | <b>233,647</b> | <b>3.10</b>                        | <b>233,647</b> | <b>0.00</b>                                 | <b>\$ -</b> | <b>0.00</b>                                 | <b>\$ -</b> | <b>0.00</b>                                 | <b>\$ -</b> | <b>0.00</b>                                 | <b>\$ -</b> | <b>0.00</b>                                 | <b>\$ -</b> |
| <b>Employee Fringe Benefits:</b>                          | <b>40.74%</b> | <b>95,156</b>  | <b>40.74%</b>                      | <b>95,156</b>  | <b>0.00%</b>                                | <b>\$ -</b> | <b>0.00%</b>                                | <b>\$ -</b> | <b>0.00%</b>                                | <b>\$ -</b> | <b>0.00%</b>                                | <b>\$ -</b> | <b>0.00%</b>                                | <b>\$ -</b> |
| <b>TOTAL SALARIES &amp; BENEFITS</b>                      |               | <b>328,703</b> |                                    | <b>328,703</b> |                                             | <b>\$ -</b> |                                             | <b>\$ -</b> |                                             | <b>\$ -</b> |                                             | <b>\$ -</b> |                                             | <b>\$ -</b> |

Revised 7/1/2015

Appendix B - DPH 4: Operating Expenses Detail

Program Name: Citywide STOP Sobering Center Case Management  
 Program Code: 3832SM-ANS

Appendix #: B-6  
 Page #: 3  
 Based on FY: 2018-19  
 Document Date: 06/01/18

| Expense Categories & Line Items                                                                                                                                         | TOTAL            | County General Fund<br>HHHSCORES227 | Accounting Code 2<br>(Index Code or Detail) | Accounting Code 3<br>(Index Code or Detail) | Accounting Code 4<br>(Index Code or Detail) | Accounting Code 5<br>(Index Code or Detail) | Accounting Code 6<br>(Index Code or Detail) |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|-------------------------------------|---------------------------------------------|---------------------------------------------|---------------------------------------------|---------------------------------------------|---------------------------------------------|
| Term (mm/dd/yy-mm/dd/yy):                                                                                                                                               | 07/01-06/30      | 07/01-06/30                         |                                             |                                             |                                             |                                             |                                             |
| Rent                                                                                                                                                                    |                  |                                     |                                             |                                             |                                             |                                             |                                             |
| Utilities (telephone, electricity, water, gas)                                                                                                                          | \$ 1,540         | \$ 1,540                            |                                             |                                             |                                             |                                             |                                             |
| Building Repair/Maintenance                                                                                                                                             |                  |                                     |                                             |                                             |                                             |                                             |                                             |
| Occupancy Total:                                                                                                                                                        | \$ 1,540         | \$ 1,540                            | \$ -                                        | \$ -                                        | \$ -                                        | \$ -                                        | \$ -                                        |
| Office Supplies                                                                                                                                                         | \$ 600           | \$ 600                              | \$ -                                        | \$ -                                        | \$ -                                        | \$ -                                        | \$ -                                        |
| Photocopying                                                                                                                                                            | \$ -             | \$ -                                | \$ -                                        | \$ -                                        | \$ -                                        | \$ -                                        | \$ -                                        |
| Program Supplies                                                                                                                                                        | \$ -             | \$ -                                | \$ -                                        | \$ -                                        | \$ -                                        | \$ -                                        | \$ -                                        |
| Computer Hardware/Software                                                                                                                                              | \$ 3,400         | \$ 3,400                            | \$ -                                        | \$ -                                        | \$ -                                        | \$ -                                        | \$ -                                        |
| Materials & Supplies Total:                                                                                                                                             | \$ 4,000         | \$ 4,000                            | \$ -                                        | \$ -                                        | \$ -                                        | \$ -                                        | \$ -                                        |
| Training/Staff Development                                                                                                                                              | \$ 200           | \$ 200                              | \$ -                                        | \$ -                                        | \$ -                                        | \$ -                                        | \$ -                                        |
| Insurance (auto)                                                                                                                                                        | \$ -             | \$ -                                | \$ -                                        | \$ -                                        | \$ -                                        | \$ -                                        | \$ -                                        |
| Professional License                                                                                                                                                    | \$ -             | \$ -                                | \$ -                                        | \$ -                                        | \$ -                                        | \$ -                                        | \$ -                                        |
| Permits                                                                                                                                                                 | \$ -             | \$ -                                | \$ -                                        | \$ -                                        | \$ -                                        | \$ -                                        | \$ -                                        |
| Equipment Lease & Maintenance                                                                                                                                           | \$ -             | \$ -                                | \$ -                                        | \$ -                                        | \$ -                                        | \$ -                                        | \$ -                                        |
| General Operating Total:                                                                                                                                                | \$ 200           | \$ 200                              | \$ -                                        | \$ -                                        | \$ -                                        | \$ -                                        | \$ -                                        |
| Local Travel                                                                                                                                                            | \$ 1,900         | \$ 1,900                            | \$ -                                        | \$ -                                        | \$ -                                        | \$ -                                        | \$ -                                        |
| Out-of-Town Travel                                                                                                                                                      | \$ -             | \$ -                                | \$ -                                        | \$ -                                        | \$ -                                        | \$ -                                        | \$ -                                        |
| Field Expenses                                                                                                                                                          | \$ -             | \$ -                                | \$ -                                        | \$ -                                        | \$ -                                        | \$ -                                        | \$ -                                        |
| Staff Travel Total:                                                                                                                                                     | \$ 1,900         | \$ 1,900                            | \$ -                                        | \$ -                                        | \$ -                                        | \$ -                                        | \$ -                                        |
| Consultant/Subcontractor (Provide Consultant/Subcontracting Agency Name, Service Detail w/Dates, Hourly Rate and (add more Consultant/Subcontractor lines as necessary) | \$ -             | \$ -                                | \$ -                                        | \$ -                                        | \$ -                                        | \$ -                                        | \$ -                                        |
| Consultant/Subcontractor Total:                                                                                                                                         | \$ -             | \$ -                                | \$ -                                        | \$ -                                        | \$ -                                        | \$ -                                        | \$ -                                        |
| Data Network Services                                                                                                                                                   | \$ 1,637         | \$ 1,637                            | \$ -                                        | \$ -                                        | \$ -                                        | \$ -                                        | \$ -                                        |
| CCOSS - Computing and Communication Device Support Services                                                                                                             | \$ 2,195         | \$ 2,195                            | \$ -                                        | \$ -                                        | \$ -                                        | \$ -                                        | \$ -                                        |
| Liability charges                                                                                                                                                       | \$ 1,915         | \$ 1,915                            | \$ -                                        | \$ -                                        | \$ -                                        | \$ -                                        | \$ -                                        |
| UCSF Faculty and Staff HR Recharge                                                                                                                                      | \$ 3,482         | \$ 3,482                            | \$ -                                        | \$ -                                        | \$ -                                        | \$ -                                        | \$ -                                        |
| Client food and miscellaneous expenses: Client miscellaneous expenses include coffee, lunches, hygiene products, clothing, taxi vouchers/bus tokens etc. (Incentives)   | \$ 2,000         | \$ 2,000                            | \$ -                                        | \$ -                                        | \$ -                                        | \$ -                                        | \$ -                                        |
| Other Total:                                                                                                                                                            | \$ 11,209        | \$ 11,209                           | \$ -                                        | \$ -                                        | \$ -                                        | \$ -                                        | \$ -                                        |
| <b>TOTAL OPERATING EXPENSE</b>                                                                                                                                          | <b>\$ 18,849</b> | <b>\$ 18,849</b>                    | <b>\$ -</b>                                 | <b>\$ -</b>                                 | <b>\$ -</b>                                 | <b>\$ -</b>                                 | <b>\$ -</b>                                 |

Revised 7/1/2015

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

| DHCS Legal Entity Name (MH)/Contractor Name (SA) 00117                     |                                        |                                        |                                        |                                        | Appendix #                | B-7            |
|----------------------------------------------------------------------------|----------------------------------------|----------------------------------------|----------------------------------------|----------------------------------------|---------------------------|----------------|
| Provider Name, Citywide Assisted Outpatient Treatment                      |                                        |                                        |                                        |                                        | Page #                    | 4              |
| Provider Number 8817                                                       |                                        |                                        |                                        |                                        | Fiscal Year               | 2018-19        |
|                                                                            |                                        |                                        |                                        |                                        | Funding Notification Data | 05/01/18       |
| Program Name                                                               | Citywide Assisted Outpatient Treatment | Citywide Assisted Outpatient Treatment | Citywide Assisted Outpatient Treatment | Citywide Assisted Outpatient Treatment |                           |                |
| Program Code                                                               | 8811AO                                 | 8811AO                                 | 8811AO                                 | 8811AO                                 |                           |                |
| Mode/SFG (MH) or Modality (SA)                                             | 15/01-09                               | 15/10-57, 60                           | 15/80-69                               | 15/70-79                               |                           |                |
| Service Description                                                        | OP-Case Mgt Brokerage                  | OP-MH Svcs                             | OP-Medication Support                  | OP-Crisis Intervention                 |                           |                |
| Funding Term (mm/dd/yy - mm/dd/yy)                                         | 07/01-06/30                            | 07/01-06/30                            | 07/01-06/30                            | 07/01-06/30                            |                           | TOTAL          |
| <b>FUNDING USES</b>                                                        |                                        |                                        |                                        |                                        |                           |                |
| Salaries & Employee Benefits                                               | 77,408                                 | 110,082                                | 69,807                                 | 123,853                                |                           | 380,150        |
| Operating Expenses                                                         | 8,140                                  | 11,576                                 | 7,295                                  | 13,024                                 |                           | 39,975         |
| Capital Expenses                                                           |                                        |                                        |                                        |                                        |                           |                |
| Subtotal Direct Expenses                                                   | 85,548                                 | 121,658                                | 76,043                                 | 136,877                                |                           | 420,136        |
| Indirect Expenses                                                          | 10,286                                 | 14,800                                 | 9,125                                  | 16,425                                 |                           | 50,416         |
| <b>TOTAL FUNDING USES</b>                                                  | <b>95,834</b>                          | <b>136,288</b>                         | <b>85,168</b>                          | <b>153,302</b>                         |                           | <b>470,551</b> |
| <b>BHS MENTAL HEALTH FUNDING SOURCES</b>                                   |                                        |                                        |                                        |                                        |                           |                |
| Accounting Code (Index Code or Detail)                                     |                                        |                                        |                                        |                                        |                           |                |
| MH/MHSA (CSS)                                                              | HMHPROP63                              | 95,814                                 | 136,288                                | 85,168                                 | 153,302                   | 470,561        |
| <b>TOTAL BHS MENTAL HEALTH FUNDING SOURCES</b>                             |                                        | <b>95,814</b>                          | <b>136,288</b>                         | <b>85,168</b>                          | <b>153,302</b>            | <b>470,561</b> |
| <b>BHS SUBSTANCE ABUSE FUNDING SOURCES</b>                                 |                                        |                                        |                                        |                                        |                           |                |
| Accounting Code (Index Code or Detail)                                     |                                        |                                        |                                        |                                        |                           |                |
| This row left blank for funding sources not in drop-down list              |                                        |                                        |                                        |                                        |                           |                |
| <b>TOTAL BHS SUBSTANCE ABUSE FUNDING SOURCES</b>                           |                                        |                                        |                                        |                                        |                           |                |
| <b>OTHER DPH FUNDING SOURCES</b>                                           |                                        |                                        |                                        |                                        |                           |                |
| Accounting Code (Index Code or Detail)                                     |                                        |                                        |                                        |                                        |                           |                |
| This row left blank for funding sources not in drop-down list              |                                        |                                        |                                        |                                        |                           |                |
| <b>TOTAL OTHER DPH FUNDING SOURCES</b>                                     |                                        |                                        |                                        |                                        |                           |                |
| <b>TOTAL DPH FUNDING SOURCES</b>                                           |                                        | <b>95,814</b>                          | <b>136,288</b>                         | <b>85,168</b>                          | <b>153,302</b>            | <b>470,551</b> |
| <b>NONDPH FUNDING SOURCES</b>                                              |                                        |                                        |                                        |                                        |                           |                |
| This row left blank for funding sources not in drop-down list              |                                        |                                        |                                        |                                        |                           |                |
| <b>TOTAL NON-DPH FUNDING SOURCES</b>                                       |                                        |                                        |                                        |                                        |                           |                |
| <b>TOTAL FUNDING SOURCES (DPH AND NON-DPH)</b>                             |                                        | <b>95,814</b>                          | <b>136,288</b>                         | <b>85,168</b>                          | <b>153,302</b>            | <b>470,551</b> |
| <b>BHS UNITS OF SERVICE AND UNIT COSTS</b>                                 |                                        |                                        |                                        |                                        |                           |                |
| 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                                                             |                                        | Cost Reimbursement (CR)                | Cost Reimbursement (CR)                | Cost Reimbursement (CR)                | Cost Reimbursement (CR)   |                |
| DPH Units of Service                                                       |                                        | 6,400                                  | 4,000                                  | 7,200                                  | 4,500                     |                |
| Unit Type                                                                  |                                        | Staff Minute                           | Staff Minute                           | Staff Minute                           | Staff Minute              |                |
| Cost Per Unit - DPH Rate (DPH FUNDING SOURCES ONLY)                        |                                        | \$ 14.97                               | \$ 34.07                               | \$ 11.83                               | \$ 34.07                  |                |
| Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)              |                                        | \$ 14.97                               | \$ 34.07                               | \$ 11.83                               | \$ 34.07                  |                |
| Published Rate (Med-Cal Providers Only)                                    |                                        | \$ 14.97                               | \$ 34.07                               | \$ 11.83                               | \$ 34.07                  |                |
| Unduplicated Clients (UDC)                                                 |                                        |                                        |                                        |                                        |                           | 25             |

Revised 7/1/2015

Appendix B - DPH 3: Salaries & Benefits Detail

Program Name: Citywide Assisted Outpatient Treatment  
 Program Code: 8911AO

Appendix #: B-7  
 Page #: 2  
 Based on FY: 2018-19  
 Document Date: 05/01/18

| Term (mm/dd/yy-mm/dd/yy):                                            | TOTAL  |                | MH MSA (CSS)<br>RMHMPROP63<br>PMHS63-1805 |                | Accounting Code 2<br>(Index Code or Detail) |             | Accounting Code 3<br>(Index Code or Detail) |             | Accounting Code 4<br>(Index Code or Detail) |             | Accounting Code 5<br>(Index Code or Detail) |             | Accounting Code 6<br>(Index Code or Detail) |             |
|----------------------------------------------------------------------|--------|----------------|-------------------------------------------|----------------|---------------------------------------------|-------------|---------------------------------------------|-------------|---------------------------------------------|-------------|---------------------------------------------|-------------|---------------------------------------------|-------------|
|                                                                      | FTE    | Salaries       | FTE                                       | Salaries       | FTE                                         | Salaries    | FTE                                         | Salaries    | FTE                                         | Salaries    | FTE                                         | Salaries    | FTE                                         | Salaries    |
| 07/01-06/30                                                          |        |                |                                           |                |                                             |             |                                             |             |                                             |             |                                             |             |                                             |             |
| 07/01-06/30                                                          |        |                |                                           |                |                                             |             |                                             |             |                                             |             |                                             |             |                                             |             |
| Psych Svc HC Supv 1/2 (formerly Clinical Social Worker II/III - Sup) | 1.00   | 94,820         | 1.00                                      | 94,820         |                                             |             |                                             |             |                                             |             |                                             |             |                                             |             |
| Clinical Social Worker III                                           | 1.00   | 70,393         | 1.00                                      | 70,393         |                                             |             |                                             |             |                                             |             |                                             |             |                                             |             |
| Patient Navigator (formerly Community Health Program Rep)            | 0.50   | 18,635         | 0.50                                      | 18,635         |                                             |             |                                             |             |                                             |             |                                             |             |                                             |             |
| Hospital Assistant I                                                 | 0.30   | 17,353         | 0.30                                      | 17,353         |                                             |             |                                             |             |                                             |             |                                             |             |                                             |             |
| Assistant/Associate Professor                                        | 0.40   | 66,235         | 0.40                                      | 66,235         |                                             |             |                                             |             |                                             |             |                                             |             |                                             |             |
| Totals:                                                              | 3.20   | 267,436        | 3.20                                      | 267,436        | 0.00                                        | \$ -        | 0.00                                        | \$ -        | 0.00                                        | \$ -        | 0.00                                        | \$ -        | 0.00                                        | \$ -        |
| Employee Fringe Benefits:                                            | 42.15% | 112,724        | 42.15%                                    | 112,724        | 0.00%                                       | \$ -        | 0.00%                                       | \$ -        | 0.00%                                       | \$ -        | 0.00%                                       | \$ -        | 0.00%                                       | \$ -        |
| <b>TOTAL SALARIES &amp; BENEFITS</b>                                 |        | <b>380,160</b> |                                           | <b>380,160</b> |                                             | <b>\$ -</b> |                                             | <b>\$ -</b> |                                             | <b>\$ -</b> |                                             | <b>\$ -</b> |                                             | <b>\$ -</b> |



Appendix B - DPH-4: Operating Expenses Detail

Program Name: Citywide Assisted Outpatient Treatment  
 Program Code: 8911AO

Appendix #: B-7  
 Page #: 3  
 Based on FY: 2018-19  
 Document Date: 05/01/18

| Expense Categories & Line Items                                                                                                                                                     | TOTAL            | MH/MHBA (CSS)<br>HMHP/PROP83.<br>PMHS83-1805 | Accounting Code<br>2 (Index Code or<br>Detail) | Accounting Code<br>3 (Index Code or<br>Detail) | Accounting Code<br>4 (Index Code or<br>Detail) | Accounting Code<br>5 (Index Code or<br>Detail) | Accounting Code<br>6 (Index Code or<br>Detail) |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|----------------------------------------------|------------------------------------------------|------------------------------------------------|------------------------------------------------|------------------------------------------------|------------------------------------------------|
| Term (mm/dd/yy-mm/dd/yy):                                                                                                                                                           | 07/01-06/30      | 07/01-06/30                                  |                                                |                                                |                                                |                                                |                                                |
| Rent                                                                                                                                                                                |                  |                                              |                                                |                                                |                                                |                                                |                                                |
| Utilities (telephone, electricity, water, gas)                                                                                                                                      | \$ 2,000         | \$ 2,000                                     |                                                |                                                |                                                |                                                |                                                |
| Building Repair/Maintenance                                                                                                                                                         |                  |                                              |                                                |                                                |                                                |                                                |                                                |
| <b>Occupancy Total:</b>                                                                                                                                                             | <b>\$ 2,000</b>  | <b>\$ 2,000</b>                              | <b>\$ -</b>                                    | <b>\$ -</b>                                    | <b>\$ -</b>                                    | <b>\$ -</b>                                    | <b>\$ -</b>                                    |
| Office Supplies                                                                                                                                                                     | \$ 3,000         | \$ 3,000                                     | \$ -                                           |                                                |                                                |                                                |                                                |
| Photocopying                                                                                                                                                                        | \$ -             |                                              |                                                |                                                |                                                |                                                |                                                |
| Program Supplies                                                                                                                                                                    | \$ -             |                                              |                                                |                                                |                                                |                                                |                                                |
| Computer Hardware/Software                                                                                                                                                          | \$ 2,400         | \$ 2,400                                     |                                                |                                                |                                                |                                                |                                                |
| <b>Materials &amp; Supplies Total:</b>                                                                                                                                              | <b>\$ 5,400</b>  | <b>\$ 5,400</b>                              | <b>\$ -</b>                                    | <b>\$ -</b>                                    | <b>\$ -</b>                                    | <b>\$ -</b>                                    | <b>\$ -</b>                                    |
| Training/Staff Development                                                                                                                                                          | \$ 300           | \$ 300                                       | \$ -                                           |                                                |                                                |                                                |                                                |
| Insurance (auto)                                                                                                                                                                    | \$ -             |                                              |                                                |                                                |                                                |                                                |                                                |
| Professional License                                                                                                                                                                | \$ -             |                                              |                                                |                                                |                                                |                                                |                                                |
| Permits                                                                                                                                                                             | \$ -             |                                              |                                                |                                                |                                                |                                                |                                                |
| Equipment Lease & Maintenance                                                                                                                                                       | \$ -             |                                              |                                                |                                                |                                                |                                                |                                                |
| <b>General Operating Total:</b>                                                                                                                                                     | <b>\$ 300</b>    | <b>\$ 300</b>                                | <b>\$ -</b>                                    | <b>\$ -</b>                                    | <b>\$ -</b>                                    | <b>\$ -</b>                                    | <b>\$ -</b>                                    |
| Local Travel                                                                                                                                                                        | \$ 3,500         | \$ 3,500                                     |                                                |                                                |                                                |                                                |                                                |
| Out-of-Town Travel                                                                                                                                                                  | \$ -             |                                              |                                                |                                                |                                                |                                                |                                                |
| Field Expenses                                                                                                                                                                      | \$ -             |                                              |                                                |                                                |                                                |                                                |                                                |
| <b>Staff Travel Total:</b>                                                                                                                                                          | <b>\$ 3,500</b>  | <b>\$ 3,500</b>                              | <b>\$ -</b>                                    | <b>\$ -</b>                                    | <b>\$ -</b>                                    | <b>\$ -</b>                                    | <b>\$ -</b>                                    |
| Consultant/Subcontractor (Provide<br>Consultant/Subcontracting Agency Name,<br>Service Detail w/Dates, Hourly Rate and<br>(add more Consultant/Subcontractor lines as<br>necessary) | \$ -             |                                              |                                                |                                                |                                                |                                                |                                                |
| <b>Consultant/Subcontractor Total:</b>                                                                                                                                              | <b>\$ -</b>      | <b>\$ -</b>                                  | <b>\$ -</b>                                    | <b>\$ -</b>                                    | <b>\$ -</b>                                    | <b>\$ -</b>                                    | <b>\$ -</b>                                    |
| Data Network Services                                                                                                                                                               | \$ 1,690         | \$ 1,690                                     |                                                |                                                |                                                |                                                |                                                |
| CCDSS - Computing and Communication<br>Device-Support Services                                                                                                                      | \$ 2,266         | \$ 2,266                                     |                                                |                                                |                                                |                                                |                                                |
| Liability charges                                                                                                                                                                   | \$ 2,193         | \$ 2,193                                     |                                                |                                                |                                                |                                                |                                                |
| UCSF Faculty and Staff HR Recharge                                                                                                                                                  | \$ 3,627         | \$ 3,627                                     |                                                |                                                |                                                |                                                |                                                |
| Client food and miscellaneous expenses:<br>Client miscellaneous expense include coffee,<br>lunches, hygiene products, clothing, taxi<br>vouchers/bus tokens etc. (incentives)       | \$ 19,000        | \$ 19,000                                    |                                                |                                                |                                                |                                                |                                                |
| <b>Other Total:</b>                                                                                                                                                                 | <b>\$ 28,776</b> | <b>\$ 28,776</b>                             | <b>\$ -</b>                                    | <b>\$ -</b>                                    | <b>\$ -</b>                                    | <b>\$ -</b>                                    | <b>\$ -</b>                                    |
| <b>TOTAL OPERATING EXPENSE</b>                                                                                                                                                      | <b>\$ 39,975</b> | <b>\$ 39,975</b>                             | <b>\$ -</b>                                    | <b>\$ -</b>                                    | <b>\$ -</b>                                    | <b>\$ -</b>                                    | <b>\$ -</b>                                    |

Revised 7/1/2015



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**Appendix C  
Reserved**

**Appendix D  
Additional Terms**

**1. HIPAA**

The parties acknowledge that City is a Covered Entity as defined in the Healthcare Insurance Portability and Accountability Act of 1996 ("HIPAA") and is therefore required to abide by the Privacy Rule contained therein. The parties further agree that Contractor falls within the following definition under the HIPAA regulations:

- A Covered Entity subject to HIPAA and the Privacy Rule contained therein; or
- A Business Associate subject to the terms set forth in Appendix E;
- Not Applicable, Contractor will not have access to Protected Health Information.

**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.

**3. CERTIFICATION REGARDING LOBBYING**

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

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

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

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

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

**4. MATERIALS REVIEW**

Except for production or distribution pursuant to a valid Public Records Act request, Contractor agrees that all materials, including print, audio, video, and electronic materials, developed, produced, or distributed in accordance with Appendix A and with funding under this Agreement shall be subject to a thirty (30) working day review and approval by the Contract Administrator prior to such production, development or distribution. A failure by the City to notify Contractor of objections to the materials within said thirty- (30) working day period shall be deemed approval of the materials.

**5. CALIFORNIA STATE ENTITY**

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Original Agreement, Contract ID# 1000010136  
Appendix G

UC SFGH Clinical Practice Group SFGH/Comm Focus PGM  
July 1, 2018

Notwithstanding anything to the contrary in this Agreement, the provisions of Sections 8, 23, 36, 38, 42, 46, 57, and 59 of this Agreement are enforceable only to the extent such provisions are applicable to a California state entity and constitutional corporation and are required by applicable law.

**Appendix E**  
**Omitted By Agreement of the Parties**

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**Appendix F  
Invoice**

Appendix G

**SUBSTANCE USE DISORDER SERVICES**

such as

**Drug Medi-Cal,  
Federal Substance Abuse Prevention And Treatment (SAPT) Block Grant,  
Primary Prevention or  
State Funded Services**

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

Drug Medi-Cal (DMC) services for substance use treatment in the Contractor's service area pursuant to Sections 11848.5(a) and (b) of the Health and Safety Code (hereinafter referred to as HSC), Sections 14021.51 – 14021.53, and 14124.20 – 14124.25 of the Welfare and Institutions Code (hereinafter referred to as W&IC), and Title 22 of the California Code of Regulations (hereinafter referred to as Title 22), Sections 51341.1, 51490.1, and 51516.1, and Part 438 of the Code of Federal Regulations, hereinafter referred to as 42 CFR 438.

The City and County of San Francisco and the provider enter into this Intergovernmental Agreement by authority of Title 45 of the Code of Federal Regulations Part 96 (45 CFR Part 96), Substance Abuse Prevention and Treatment Block Grants (SAPT Block Grant) for the purpose of planning, carrying out, and evaluating activities to prevent and treat substance abuse. SAPT Block Grant recipients must adhere to Substance Abuse and Mental Health Administration's (SAMHSA) National Outcome Measures (NOMs).

The objective is to make substance use treatment services available to Medi-Cal and other non-DMC beneficiaries through utilization of federal and state funds available pursuant to Title XIX and Title XXI of the Social Security Act and the SAPT Block Grant for reimbursable covered services rendered by certified DMC providers.

**Reference Documents**

Document 1A: Title 45, Code of Federal Regulations 96, Subparts C and L, Substance Abuse Prevention and Treatment Block Grant Requirements

<https://www.gpo.gov/fdsys/granule/CFR-2005-title45-vol1/CFR-2005-title45-vol1-part96>

Document 1B: Title 42, Code of Federal Regulations, Charitable Choice Regulations

<https://www.law.cornell.edu/cfr/text/42/part-54>

Document 1C: Driving-Under-the-Influence Program Requirements

Document 1F(a): Reporting Requirement Matrix – County Submission Requirements for the Department of Health Care Services

Document 1G: Perinatal Services Network Guidelines 2016

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Original Agreement, Contract ID# 1000010136  
Appendix G

UC SFGH Clinical Practice Group SFGH/Comm Focus PGM  
July 1, 2018



Document 1H(a): Service Code Descriptions

Document 1J(a): Non-Drug Medi-Cal Audit Appeals Process

Document 1J(b): DMC Audit Appeals Process

Document 1K: Drug and Alcohol Treatment Access Report (DATAR)

<http://www.dhcs.ca.gov/provgovpart/Pages/DATAR.aspx>

Document 1P: Alcohol and/or Other Drug Program Certification Standards (March 15, 2004)

[http://www.dhcs.ca.gov/provgovpart/Pages/Facility\\_Certification.aspx](http://www.dhcs.ca.gov/provgovpart/Pages/Facility_Certification.aspx)

Document 1T: CalOMS Prevention Data Quality Standards

Document 1V: Youth Treatment Guidelines

[http://www.dhcs.ca.gov/individuals/Documents/Youth\\_Treatment\\_Guidelines.pdf](http://www.dhcs.ca.gov/individuals/Documents/Youth_Treatment_Guidelines.pdf)

Document 2A: Sobky v. Smoley, Judgment, Signed February 1, 1995

Document 2C: Title 22, California Code of Regulations

<http://ccr.oal.ca.gov>

Document 2E: Drug Medi-Cal Certification Standards for Substance Abuse Clinics (Updated July 1, 2004)

[http://www.dhcs.ca.gov/services/adp/Documents/DMCA\\_Drug\\_Medi-Cal\\_Certification\\_Standards.pdf](http://www.dhcs.ca.gov/services/adp/Documents/DMCA_Drug_Medi-Cal_Certification_Standards.pdf)

Document 2F: Standards for Drug Treatment Programs (October 21, 1981)

[http://www.dhcs.ca.gov/services/adp/Documents/DMCA\\_Standards\\_for\\_Drug\\_Treatment\\_Programs.pdf](http://www.dhcs.ca.gov/services/adp/Documents/DMCA_Standards_for_Drug_Treatment_Programs.pdf)

Document 2G Drug Medi-Cal Billing Manual

[http://www.dhcs.ca.gov/formsandpubs/Documents/Info%20Notice%202015/DMC\\_Billing\\_Manual%20FINAL.pdf](http://www.dhcs.ca.gov/formsandpubs/Documents/Info%20Notice%202015/DMC_Billing_Manual%20FINAL.pdf)

Document 2K: Multiple Billing Override Certification (MC 6700)

Document 2L(a): Good Cause Certification (6065A)

Document 2L(b): Good Cause Certification (6065B)

Document 2P: County Certification - Cost Report Year-End Claim For Reimbursement

Document 2P(a): Drug Medi-Cal Cost Report Forms – Intensive Outpatient Treatment – Non-Perinatal (form and instructions)

Document 2P(b): Drug Medi-Cal Cost Report Forms – Intensive Outpatient Treatment – Perinatal (form and instructions)

Document 2P(c): Drug Medi-Cal Cost Report Forms – Outpatient Drug Free Individual Counseling – Non-Perinatal (form and instructions)

Document 2P(d): Drug Medi-Cal Cost Report Forms – Outpatient Drug Free Individual Counseling – Perinatal (form and instructions)

Document 2P(e): Drug Medi-Cal Cost Report Forms – Outpatient Drug Free Group Counseling – Non-Perinatal (form and instructions)

Document 2P(f): Drug Medi-Cal Cost Report Forms – Outpatient Drug Free Group Counseling – Perinatal (form and instructions)

Document 2P(g): Drug Medi-Cal Cost Report Forms – Residential – Perinatal (form and instructions)

Document 2P(h): Drug Medi-Cal Cost Report Forms – Narcotic Treatment Program – County – Non-Perinatal (form and instructions)

Document 2P(i): Drug Medi-Cal Cost Report Forms – Narcotic Treatment Program – County – Perinatal (form and instructions)

Document 3G: California Code of Regulations, Title 9 – Rehabilitation and Developmental Services, Division 4 – Department of Alcohol and Drug Programs, Chapter 4 – Narcotic Treatment Programs  
<http://www.calregs.com>

Document 3H: California Code of Regulations, Title 9 – Rehabilitation and Developmental Services, Division 4 – Department of Alcohol and Drug Programs, Chapter 8 – Certification of Alcohol and Other Drug Counselors  
<http://www.calregs.com>

Document 3J: CalOMS Treatment Data Collection Guide  
[http://www.dhcs.ca.gov/provgovpart/Documents/CalOMS Tx Data Collection Guide JAN%202014.pdf](http://www.dhcs.ca.gov/provgovpart/Documents/CalOMS_Tx_Data_Collection_Guide_JAN%202014.pdf)

Document 3O: Quarterly Federal Financial Management Report (QFFMR) 2014-15  
[http://www.dhcs.ca.gov/provgovpart/Pages/SUD\\_Forms.aspx](http://www.dhcs.ca.gov/provgovpart/Pages/SUD_Forms.aspx)

Document 3S CalOMS Treatment Data Compliance Standards

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Document 3V Culturally and Linguistically Appropriate Services (CLAS) National Standards  
<http://minorityhealth.hhs.gov/templates/browse.aspx?lvl=2&lvlID=15>

Document 4D : Drug Medi-Cal Certification for Federal Reimbursement (DHCS100224A)

Document 5A : Confidentiality Agreement

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

**I. Subcontractor Documentation**

The provider shall require its subcontractors that are not licensed or certified by DHCS to submit organizational documents to DHCS within thirty (30) days of execution of an initial subcontract, within ninety (90) days of the renewal or continuation of an existing subcontract or when there has been a change in subcontractor name or ownership. 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 DHCS.

**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. Providers 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. Provider's shall require that all subcontractors comply with the requirements of this Section A.

6. Should a provider discontinue its contractual agreement with subcontractor, or cease to conduct business in its entirety, provider 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 provider 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 Patient Record Retention**

Provider agrees to establish, maintain, and update as necessary, an individual patient record for each beneficiary admitted to treatment and receiving services.

Drug Medi-Cal contracts are controlled by applicable provisions of: (a) the W&I, Chapter 7, Sections 14000, et seq., in particular, but not limited to, Sections 14100.2, 14021, 14021.5, 14021.6, 14043, et seq., (b) Title 22, including but not limited to Sections 51490.1, 51341.1 and 51516.1; and (c) Division 4 of Title 9 of the California Code of Regulations (hereinafter referred to as Title 9).

Established by DMC status and modality of treatment, each beneficiary's individual patient record shall include documentation of personal information as specified in either AOD Standards; Title 22; and Title 9. Contractor agrees to maintain patient records in accordance with the provision of treatment regulations that apply.

Providers, regardless of DMC certification status, shall maintain all of the documentation in the beneficiary's individual patient record for a minimum of seven (7) years from the date of the last face-to-face contact between the beneficiary and the provider.

In addition providers shall maintain all of the documentation that the beneficiary met the requirements for good cause specified in Section 51008.5, where the good cause results from beneficiary-related delays, for a minimum of seven (7) years from the date of the last face-to-face contact. If an audit takes place during the three year period, the contractor shall maintain records until the audit is completed.

## **III. Control Requirements**

1) Performance under the terms of this Exhibit A, Attachment I, is subject to all applicable federal and state laws, regulations, and standards. In accepting DHCS drug and alcohol combined program allocation pursuant to HSC Sections 11814(a) and (b), Contractor shall: (i) establish, and shall require its providers to establish, written policies and procedures

consistent with the following requirements; (ii) monitor for compliance with the written procedures; and (iii) be held accountable for audit exceptions taken by DHCS against the Contractor and its contractors for any failure to comply with these requirements:

- a) HSC, Division 10.5, commencing with Section 11760;
- b) Title 9, California Code of Regulations (CCR) (herein referred to as Title 9), Division 4, commencing with Section 9000;
- c) Government Code Section 16367.8;
- 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 State Code (USC), Sections 300x-21 through 300x-31, 300x-34, 300x-53, 300x-57, and 330x-65 and 66;
- f) The Single Audit Act Amendments of 1996 (Title 31, USC Sections 7501-7507) and the Office of Management and Budget (OMB) Circular A-133 revised June 27, 2003 and June 26, 2007.
- g) Title 45, Code of Federal Regulations (CFR), Sections 96.30 through 96.33 and Sections 96.120 through 96.137;
- h) Title 42, CFR, Sections 8.1 through 8.6;
- i) Title 21, CFR, Sections 1301.01 through 1301.93, Department of Justice, Controlled Substances; and,
- j) State Administrative Manual (SAM), Chapter 7200 (General Outline of Procedures)
- K) Medi-Cal Eligibility Verification  
<http://www.dhcs.ca.gov/provgovpart/Pages/DataUseAgreement.aspx>

Providers shall be familiar with the above laws, regulations, and guidelines and shall assure that its subcontractors are also familiar with such requirements.

- 2) The provisions of this Exhibit A, Attachment I are not intended to abrogate any provisions of law or regulation, or any standards existing or enacted during the term of this Intergovernmental Agreement.
- 3) Providers shall adhere to the applicable provisions of Title 45, CFR, Part 96, Subparts C and L, as applicable, in the expenditure of the SAPTBG funds. Document 1A, 45 CFR 96, Subparts C and L, is incorporated by reference.

4) Documents 1C incorporated by this reference, contains additional requirements that shall be adhered to by those Contractors that receive Document 1C. This document is:

a) Document 1C, Driving-Under-the-Influence Program Requirements;

C. In accordance with the Fiscal Year 2011-12 State Budget Act and accompanying law (Chapter 40, Statutes of 2011 and Chapter 13, Statutes of 2011, First Extraordinary Session), providers that provide Women and Children's Residential Treatment Services shall comply with the program requirements (Section 2.5, Required Supplemental/Recovery Support Services) of the Substance Abuse and Mental Health Services Administration's Grant Program for Residential Treatment for Pregnant and Postpartum Women, RFA found at <http://www.samhsa.gov/grants/grantannouncements/ti-14-005>.

#### IV Provider's Agents and Subcontractors

a. To enter into written agreements with any agents, including subcontractors and vendors to whom Contractor provides Department PHI, that impose the same restrictions and conditions on such agents, subcontractors and vendors that apply to providers with respect to such Department PHI under this Exhibit F, and that require compliance with all applicable provisions of HIPAA, the HITECH Act and the HIPAA regulations, including the requirement that any agents, subcontractors or vendors implement reasonable and appropriate administrative, physical, and technical safeguards to protect such PHI. As required by HIPAA, the HITECH Act and the HIPAA regulations, including 45 CFR Sections 164.308 and 164.314, Provider shall incorporate, when applicable, the relevant provisions of this Exhibit F-1 into each subcontract or subaward to such agents, subcontractors and vendors, including the requirement that any security incidents or breaches of unsecured PHI be reported to provider. In accordance with 45 CFR Section 164.504(e)(1)(ii), upon Contractor's knowledge of a material breach or violation by its subcontractor of the agreement between Provider and the subcontractor, Provider shall:

i) Provide an opportunity for the subcontractor to cure the breach or end the violation and terminate the agreement if the subcontractor does not cure the breach or end the violation within the time specified by the Department; or

ii) Immediately terminate the agreement if the subcontractor has breached a material term of the agreement and cure is not possible.

#### V Breaches and Security Incidents

During the term of this Agreement, Provider agrees to implement reasonable systems for the discovery and prompt reporting of any breach or security incident, and to take the following steps:

a. **Initial Notice to the Department**

(1) To notify the Department **immediately by telephone call or email or fax** upon the discovery of a breach of unsecured PHI in electronic media or in any other media if the PHI was, or is reasonably believed to have been, accessed or acquired by an unauthorized person.

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(2) To notify the Department within 24 hours (one hour if SSA data) by email or fax of the discovery of any suspected security incident, intrusion or unauthorized access, use or disclosure of PHI in violation of this Agreement or this Exhibit F-1, or potential loss of confidential data affecting this Agreement. A breach shall be treated as discovered by provide as of the first day on which the breach is known, or by exercising reasonable diligence would have been known, to any person (other than the person committing the breach) who is an employee, officer or other agent of provider. Notice shall be provided to the Information Protection Unit, Office of HIPAA Compliance. If the incident occurs after business hours or on a weekend or holiday and involves electronic PHI, notice shall be provided by calling the Information Protection Unit (916.445.4646, 866-866-0602) or by emailing [privacyofficer@dhcs.ca.gov](mailto:privacyofficer@dhcs.ca.gov). Notice shall be made using the DHCS "Privacy Incident Report" form, including all information known at the time. Provider shall use the most current version of this form, which is posted on the DHCS Information Security Officer website ([www.dhcs.ca.gov](http://www.dhcs.ca.gov), then select "Privacy" in the left column and then "Business Partner" near the middle of the page) or use this link: <http://www.dhcs.ca.gov/formsandpubs/laws/priv/Pages/DHCSBusinessAssociatesOnly.aspx> Upon discovery of a breach or suspected security incident, intrusion or unauthorized access, use or disclosure of Department PHI, Provider shall take:

- i) Prompt corrective action to mitigate any risks or damages involved with the breach and to protect the operating environment; and
- ii) Any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations.

**b. Investigation and Investigation Report.**

To immediately investigate such suspected security incident, security incident, breach, or unauthorized access, use or disclosure of PHI. Within 72 hours of the discovery, Provider shall submit an updated "Privacy Incident Report" containing the information marked with an asterisk and all other applicable information listed on the form, to the extent known at that time, to the Information Protection Unit.

**c. Complete Report.**

To provide a complete report of the investigation to the Department Program Contract Manager and the Information Protection Unit within ten (10) working days of the discovery of the breach or unauthorized use or disclosure. The report shall be submitted on the "Privacy Incident Report" form and shall include an assessment of all known factors relevant to a determination of whether a breach occurred under applicable provisions of HIPAA, the HITECH Act, and the HIPAA regulations. The report shall also include a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the improper use or disclosure. If the Department requests information in addition to that listed on the "Privacy Incident Report" form, provider shall make reasonable efforts to provide the Department with such information. If, because of the circumstances of the incident, provider needs more than ten (10) working days from the discovery to submit a complete report, the Department may grant a reasonable extension of time, in which case provider shall submit periodic updates until the complete report is submitted. If necessary, a Supplemental Report may be used to submit revised or additional information after the completed report is submitted, by submitting the revised or additional information on an updated "Privacy Incident Report" form. The Department will

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review and approve the determination of whether a breach occurred and whether individual notifications and a corrective action plan are required.

**d. Responsibility for Reporting of Breaches**

If the cause of a breach of Department PHI is attributable to provider or its agents, subcontractors or vendors, provider is responsible for all required reporting of the breach as specified in 42 U.S.C. section 17932 and its implementing regulations, including notification to media outlets and to the Secretary (after obtaining prior written approval of DHCS). If a breach of unsecured Department PHI involves more than 500 residents of the State of California or under its jurisdiction, Contractor shall first notify DHCS, then the Secretary of the breach immediately upon discovery of the breach. If a breach involves more than 500 California residents, provider shall also provide, after obtaining written prior approval of DHCS, notice to the Attorney General for the State of California, Privacy Enforcement Section. If Contractor has reason to believe that duplicate reporting of the same breach or incident may occur because its subcontractors, agents or vendors may report the breach or incident to the Department in addition to provider, provider shall notify the Department, and the Department and provider may take appropriate action to prevent duplicate reporting.

**e. Responsibility for Notification of Affected Individuals**

If the cause of a breach of Department PHI is attributable to provider or its agents, subcontractors or vendors and notification of the affected individuals is required under state or federal law, provider shall bear all costs of such notifications as well as any costs associated with the breach. In addition, the Department reserves the right to require provider to notify such affected individuals, which notifications shall comply with the requirements set forth in 42U.S.C. section 17932 and its implementing regulations, including, but not limited to, the requirement that the notifications be made without unreasonable delay and in no event later than 60 calendar days after discovery of the breach. The Department Privacy Officer shall approve the time, manner and content of any such notifications and their review and approval must be obtained before the notifications are made. The Department will provide its review and approval expeditiously and without unreasonable delay.

**f. Department Contact Information**

To direct communications to the above referenced Department staff, the provider shall initiate contact as indicated herein. The Department reserves the right to make changes to the contact information below by giving written notice to the provider. Said changes shall not require an amendment to this Addendum or the Agreement to which it is incorporated.

**VI Additional Provisions**

**A. Additional Intergovernmental Agreement Restrictions**

This Intergovernmental Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress, or any statute enacted by the Congress, which may affect the provisions, terms, or funding of this Intergovernmental Agreement in any manner including, but not limited to, 42 CFR 438.610(c)(3).

**B. Nullification of DMC Treatment Program SUD services (if applicable)**

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The parties agree that if the Contractor fails to comply with the provisions of W&I Code, Section 14124.24, all areas related to the DMC Treatment Program SUD services shall be null and void and severed from the remainder of this Intergovernmental Agreement.

In the event the DMC Treatment Program Services component of this Intergovernmental Agreement becomes null and void, an updated Exhibit B, Attachment I shall take effect reflecting the removal of federal Medicaid funds and DMC State General Funds from this Intergovernmental Agreement. All other requirements and conditions of this Intergovernmental Agreement shall remain in effect until amended or terminated.

**C. Hatch Act**

Provider agrees to comply with the provisions of the Hatch Act (Title 5 USC, Sections 1501-1508), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

**D. No Unlawful Use or Unlawful Use Messages Regarding Drugs**

Provider agrees that information produced through these funds, and which pertains to drug and alcohol - related programs, shall contain a clearly written statement that there shall be no unlawful use of drugs or alcohol associated with the program. Additionally, no aspect of a drug or alcohol- related program shall include any message on the responsible use, if the use is unlawful, of drugs or alcohol (HSC Section 11999-11999.3). By signing this Intergovernmental Agreement, Contractor agrees that it shall enforce, and shall require its subcontractors to enforce, these requirements.

**E. Noncompliance with Reporting Requirements**

Provider agrees that DHCS has the right to withhold payments until provider has submitted any required data and reports to DHCS, as identified in this Exhibit A, Attachment I or as identified in Document 1F(a), Reporting Requirement Matrix for Counties.

**F. Limitation on Use of Funds for Promotion of Legalization of Controlled Substances**

None of the funds made available through this Intergovernmental Agreement may be used for any activity that promotes the legalization of any drug or other substance included in Schedule I of Section 202 of the Controlled Substances Act (21 USC 812).

**G. Restriction on Distribution of Sterile Needles**

No Substance Abuse Prevention and Treatment (SAPT) Block Grant funds made available through this Intergovernmental Agreement shall be used to carry out any program that includes the distribution of sterile needles or syringes for the hypodermic injection of any illegal drug unless DHCS chooses to implement a demonstration syringe services program for injecting drug users.

**H. Health Insurance Portability and Accountability Act (HIPAA) of 1996**

If any of the work performed under this Intergovernmental Agreement is subject to the HIPAA, Contractor shall perform the work in compliance with all applicable provisions of HIPAA. As identified in Exhibit G, DHCS and provider shall cooperate to assure mutual agreement as to those transactions between them, to which this Provision applies. Refer to Exhibit G for additional information.

#### **1) Trading Partner Requirements**

a) No Changes. Provider hereby agrees that for the personal health Information (Information), it shall not change any definition, data condition or use of a data element or segment as proscribed in the federal HHS Transaction Standard Regulation. (45 CFR Part 162.915 (a))

b) No Additions. Provider hereby agrees that for the Information, it shall not add any data elements or segments to the maximum data set as proscribed in the HHS Transaction Standard Regulation. (45 CFR Part 162.915 (b))

c) No Unauthorized Uses. Contractor hereby agrees that for the Information, it shall not use any code or data elements that either are marked "not used" in the HHS Transaction's Implementation specification or are not in the HHS Transaction Standard's implementation specifications. (45 CFR Part 162.915 (c))

d) No Changes to Meaning or Intent. Contractor hereby agrees that for the Information, it shall not change the meaning or intent of any of the HHS Transaction Standard's implementation specification. (45 CFR Part 162.915 (d))

#### **2) Concurrence for Test Modifications to HHS Transaction Standards**

Provider agrees and understands that there exists the possibility that DHCS or others may request an extension from the uses of a standard in the HHS Transaction Standards. If this occurs, Provider agrees that it shall participate in such test modifications.

#### **3) Adequate Testing**

Provider is responsible to adequately test all business rules appropriate to their types and specialties. If the Contractor is acting as a clearinghouse for enrolled providers, Provider has obligations to adequately test all business rules appropriate to each and every provider type and specialty for which they provide clearinghouse services.

#### **4) Deficiencies**

The Provider agrees to cure transactions errors or deficiencies identified by DHCS, and transactions errors or deficiencies identified by an enrolled provider if the provider is acting as a clearinghouse for that provider. If the provider is a clearinghouse, the provider agrees to properly communicate deficiencies and other pertinent information regarding electronic transactions to enrolled providers for which they provide clearinghouse services.

## 5) Code Set Retention

Both Parties understand and agree to keep open code sets being processed or used in this Intergovernmental Agreement for at least the current billing period or any appeal period, whichever is longer.

## 6) Data Transmission Log

Both Parties shall establish and maintain a Data Transmission Log, which shall record any and all Data Transmission taking place between the Parties during the term of this Intergovernmental Agreement. Each Party shall take necessary and reasonable steps to ensure that such Data Transmission Logs constitute a current, accurate, complete, and unaltered record of any and all Data Transmissions between the Parties, and shall be retained by each Party for no less than twenty-four (24) months following the date of the Data Transmission. The Data Transmission Log may be maintained on computer media or other suitable means provided that, if it is necessary to do so, the information contained in the Data Transmission Log may be retrieved in a timely manner and presented in readable form.

### I. Nondiscrimination and Institutional Safeguards for Religious Providers

Contractor shall establish such processes and procedures as necessary to comply with the provisions of Title 42, USC, Section 300x-65 and Title 42, CFR, Part 54, (Reference Document 1B).

### J. Counselor Certification

Any counselor or registrant providing intake, assessment of need for services, treatment or recovery planning, individual or group counseling to participants, patients, or residents in a DHCS licensed or certified program is required to be certified as defined in Title 9, CCR, Division 4, Chapter 8. (Document 3H).

### K. Cultural and Linguistic Proficiency

To ensure equal access to quality care by diverse populations, each service provider receiving funds from this Intergovernmental Agreement shall adopt the federal Office of Minority Health Culturally and Linguistically Appropriate Service (CLAS) national standards (Document 3V) and comply with 42 CFR 438.206(c)(2).

### L. Intravenous Drug Use (IVDU) Treatment

Provider shall ensure that individuals in need of IVDU treatment shall be encouraged to undergo SUD treatment (42 USC 300x-23 and 45 CFR 96.126(e)).

### M. Tuberculosis Treatment

Provider shall ensure the following related to Tuberculosis (TB):

- 1) Routinely make available TB services to each individual receiving treatment for SUD use and/or abuse;
- 2) Reduce barriers to patients' accepting TB treatment; and,

3) Develop strategies to improve follow-up monitoring, particularly after patients leave treatment, by disseminating information through educational bulletins and technical assistance.

**N. Trafficking Victims Protection Act of 2000**

Provider and its subcontractors that provide services covered by this Intergovernmental Agreement shall comply with Section 106(g) of the Trafficking Victims Protection Act of 2000 (22 U.S.C. 7104(g)) as amended by section 1702. For full text of the award term, go to: <http://uscode.house.gov/view.xhtml?req=granuleid:USC-prelim-title22-section7104d&num=0&edition=prelim>

**O. Tribal Communities and Organizations**

Provider shall regularly assess (e.g. review population information available through Census, compare to information obtained in CalOMS Treatment to determine whether population is being reached, survey Tribal representatives for insight in potential barriers) the substance use service needs of the American Indian/Alaskan Native (AI/AN) population within the Contractor's geographic area and shall engage in regular and meaningful consultation and collaboration with elected officials of the tribe, Rancheria, or their designee for the purpose of identifying issues/barriers to service delivery and improvement of the quality, effectiveness and accessibility of services available to AI/NA communities within the Provider's county.

**P. Participation of County Alcohol and Drug Program Administrators Association of California and California Behavioral Health Director's Association of California.**

1) Pursuant to HSC Section 11801(g), the Provider's County AOD Program Administrator shall participate and represent the County in meetings of the County Alcohol and Drug Program Administrators Association of California for the purposes of representing the counties in their relationship with DHCS with respect to policies, standards, and administration for SUD abuse services. Participation and representation shall also be provided by the County Behavioral Health Director's Association of California.

2) Pursuant to HSC Section 11811.5(c), the Provider's County AOD Program Administrator shall attend any special meetings called by the Director of DHCS. Participation and representation shall also be provided by the County Behavioral Health Director's Association of California.

**Q. Youth Treatment Guidelines**

Provider shall follow the guidelines in Document 1V, incorporated by this reference, "Youth Treatment Guidelines," in developing and implementing adolescent treatment programs funded under this Exhibit, until such time new Youth Treatment Guidelines are established and adopted. No formal amendment of this Intergovernmental Agreement is required for new guidelines to be incorporated into this Intergovernmental Agreement.

**R. Restrictions on Grantee Lobbying – Appropriations Act Section 503**

1) No part of any appropriation contained in this Act shall be used, other than for formal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, or video presentation designed to support or defeat legislation pending before the Congress, except in presentation to the Congress or any State legislative body itself.

2) No part of any appropriation contained in this Act shall be used to pay the salary or expenses of any Intergovernmental Agreement recipient, or agent acting for such recipient, related to any activity designed to influence legislation or appropriations pending before the Congress or any State legislature.

#### S. Nondiscrimination in Employment and Services

By signing this Intergovernmental Agreement, provider certifies that under the laws of the United States and the State of California, incorporated into this Intergovernmental Agreement by reference and made a part hereof as if set forth in full, Contractor shall not unlawfully discriminate against any person.

#### T. Federal Law Requirements:

1) Title VI of the Civil Rights Act of 1964, Section 2000d, as amended, prohibiting discrimination based on race, color, or national origin in federally funded programs.

2) Title IX of the education amendments of 1972 (regarding education and programs and activities), if applicable.

3) Title VIII of the Civil Rights Act of 1968 (42 USC 3601 et seq.) prohibiting discrimination on the basis of race, color, religion, sex, handicap, familial status or national origin in the sale or rental of housing.

4) Age Discrimination Act of 1975 (45 CFR Part 90), as amended (42 USC Sections 6101 – 6107), which prohibits discrimination on the basis of age.

5) Age Discrimination in Employment Act (29 CFR Part 1625).

6) Title I of the Americans with Disabilities Act (29 CFR Part 1630) prohibiting discrimination against the disabled in employment.

7) Americans with Disabilities Act (28 CFR Part 35) prohibiting discrimination against the disabled by public entities.

8) Title III of the Americans with Disabilities Act (28 CFR Part 36) regarding access.

9) Rehabilitation Act of 1973, as amended (29 USC Section 794), prohibiting discrimination on the basis of individuals with disabilities.

10) Executive Order 11246 (42 USC 2000(e) et seq. and 41 CFR Part 60) regarding nondiscrimination in employment under federal contracts and construction contracts greater than \$10,000 funded by federal financial assistance.

11) Executive Order 13166 (67 FR 41455) to improve access to federal services for those with limited English proficiency.

12) The Drug Abuse Office and Treatment Act of 1972, as amended, relating to nondiscrimination on the basis of drug abuse.

13) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism.

**U. State Law Requirements:**

1) Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Administrative Code, Title 2, Section 7285.0 et seq.).

2) Title 2, Division 3, Article 9.5 of the Government Code, commencing with Section 11135.

3) Title 9, Division 4, Chapter 8 of the CCR, commencing with Section 10800.

4) No state or federal funds shall be used by the Contractor or its subcontractors for sectarian worship, instruction, or proselytization. No state funds shall be used by the Contractor or its subcontractors to provide direct, immediate, or substantial support to any religious activity.

5) Noncompliance with the requirements of nondiscrimination in services shall constitute grounds for state to withhold payments under this Intergovernmental Agreement or terminate all, or any type, of funding provided hereunder.

**V. Investigations and Confidentiality of Administrative Actions**

1) Provider acknowledges that if a DMC provider is under investigation by DHCS or any other state, local or federal law enforcement agency for fraud or abuse, DHCS may temporarily suspend the provider from the DMC program, pursuant to W&I Code, Section 14043.36(a). Information about a provider's administrative sanction status is confidential until such time as the action is either completed or resolved. The DHCS may also issue a Payment Suspension to a provider pursuant to W&I Code, Section 14107.11 and Code of Federal Regulations, Title 42, section 455.23. The Contractor is to withhold payments from a DMC provider during the time a Payment Suspension is in effect.

2) Provider shall execute the Confidentiality Agreement, attached as Document 5A. The Confidentiality Agreement permits DHCS to communicate with Contractor concerning subcontracted providers that are subject to administrative sanctions.

W. This Intergovernmental Agreement is subject to any additional restrictions, limitations, or conditions enacted by the federal or state governments that affect the provisions, terms, or funding of this Intergovernmental Agreement in any manner.

**X. Subcontract Provisions**

Page | 15

Original Agreement, Contract ID# 1000010136  
Appendix G

UC SFGH Clinical Practice Group SFGH/Comm Focus PGM  
July 1, 2018

Provider shall include all of the foregoing provisions in all of its subcontracts.

**Y. Conditions for Federal Financial Participation**

1) Provider shall meet all conditions for Federal Financial Participation, consistent with 42 CFR 438.802, 42 CFR 438.804, 42 CFR 438.806, 42 CFR 438.808, 42 CFR 438.810, 42 CFR 438.812.

2) Pursuant to 42 CFR 438.808, Federal Financial Participation (FFP) is not available to the Contractor if the Contractor:

a) Is an entity that could be excluded under section 1128(b)(8) as being controlled by a sanctioned individual;

b) Is an entity that has a substantial contractual relationship as defined in section 431.55(h)(3), either directly or indirectly, with an individual convicted of certain crimes described in section 1128(b)(8); or

c) Is an entity that employs or contracts, directly or indirectly, for the furnishing of health care utilization review, medical social work, or administrative services, with one of the following:

i. Any individual or entity excluded from participation in federal health care programs under section 1128 or section 1126A; or

ii. An entity that would provide those services through an excluded individual or entity.

**Providers shall include the following requirements in their subcontracts with providers:**

1) **Culturally Competent Services:** Providers are responsible to provide culturally competent services. Providers must ensure that their policies, procedures, and practices are consistent with the principles outlined and are embedded in the organizational structure, as well as being upheld in day-to-day operations. Translation services must be available for beneficiaries, as needed.

2) **Medication Assisted Treatment:** Providers will have procedures for linkage/integration for beneficiaries requiring medication assisted treatment. Provider staff will regularly communicate with physicians of beneficiaries who are prescribed these medications unless the beneficiary refuses to consent to sign a 42 CFR part 2 compliant release of information for this purpose.

3) **Evidenced Based Practices:** Providers will implement at least two of the following evidenced based treatment practices (EBPs) based on the timeline established in the county implementation plan. The two EBPs are per provider per service modality. Counties will ensure the providers have implemented EBPs. The State will monitor the implementation of EBP's during reviews. The required EBP include:

a) **Motivational Interviewing:** A beneficiary-centered, empathic, but directive counseling strategy designed to explore and reduce a person's ambivalence toward treatment. This approach frequently includes other problem solving or solution-focused strategies that build on beneficiaries' past successes.

b) **Cognitive-Behavioral Therapy:** Based on the theory that most emotional and behavioral reactions are learned and that new ways of reacting and behaving can be learned.

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Original Agreement, Contract ID# 1000010136  
Appendix G

UC SFGH Clinical Practice Group SFGH/Comm Focus PGM  
July 1, 2018

# CERTIFICATE OF SELF-INSURANCE COVERAGE

Date: June 12, 2017

**PRODUCER/INSURED**  
 The Regents of the University of California  
 Office of the President  
 Office of Risk Services  
 1111 Franklin St., 10<sup>th</sup> Floor  
 Oakland, CA 94607-5200  
 510-987-9832

This Certificate is issued as a matter of information only to authorized viewers for their internal use only and confers no rights upon any viewer of this Certificate. The Certificate does not amend, extend or alter the coverage described below. This Certificate may only be copied, printed and distributed by an authorized viewer for its internal use. Any other use, duplication or distribution of the Certificate without the written consent of the Regents of the University of California is prohibited.

### ENTITIES AFFORDING COVERAGE

|                                                              |                        |
|--------------------------------------------------------------|------------------------|
| COMPANY LETTER A The Regents of the University of California | PARTICIPATION<br>100 % |
|--------------------------------------------------------------|------------------------|

**COVERAGES**

THIS IS TO CERTIFY THAT THE REGENTS OF THE UNIVERSITY OF CALIFORNIA IS A GOVERNMENTAL ENTITY THAT HAS A SELF-FUNDED RETENTION FOR LIABILITIES DESCRIBED BELOW, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY WRITTEN CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY PERTAIN. THIS SELF-FUNDED PROGRAM IS SUBJECT TO ALL PROVISIONS OF THE BYLAWS AND STANDING ORDERS OF THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, WHICH DOES NOT PERMIT ANY ASSUMPTION OF LIABILITY WHICH DOES NOT RESULT FROM THE NEGLIGENT ACTS OR OMISSIONS OF ITS OFFICERS, AGENTS OR EMPLOYEES.

| CO<br>LTR | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                                          | POLICY NUMBER | POLICY EFFECTIVE DATE | POLICY EXPIRATION DATE | LIMITS                                                                                                                                                                                    |
|-----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|-----------------------|------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A         | <b>GENERAL LIABILITY</b><br><input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCURRENCE                                                                                                                                        | Self-Insured  | July 1, 2017          | June 30, 2018          | GENERAL AGGREGATE \$ Not applicable<br>PRODUCTS-COMP/OP AGG \$ 5,000,000<br>PERSONAL & ADV INJURY \$ 5,000,000<br>CONTRACTUAL LIABILITY \$ 5,000,000<br>EACH OCCURRENCE \$ 5,000,000      |
| A         | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><input checked="" type="checkbox"/> ALL OWNED AUTOS<br><input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS<br><input checked="" type="checkbox"/> NON-OWNED AUTOS<br><input type="checkbox"/> GARAGE LIABILITY | Self-Insured  | July 1, 2017          | June 30, 2018          | COMBINED SINGLE LIMIT \$ Not applicable<br>BODILY INJURY (PER PERSON) \$ 5,000,000<br>BODILY INJURY (PER ACCIDENT) \$ 5,000,000<br>PROPERTY DAMAGE \$ 5,000,000                           |
| A         | <b>PROPERTY</b><br><input checked="" type="checkbox"/> FIRE & EXTENDED PERILS                                                                                                                                                                                                                                              | Self-Insured  | July 1, 2017          | June 30, 2018          | EACH OCCURRENCE \$ 7,500,000<br>AGGREGATE \$ Not applicable                                                                                                                               |
| A         | <b>WORKERS' COMPENSATION AND EMPLOYERS LIABILITY</b>                                                                                                                                                                                                                                                                       | Self-Insured  | July 1, 2017          | June 30, 2018          | STATUTORY LIMITS<br>EACH ACCIDENT \$ As required by California Law<br>DISEASE - POLICY LIMIT \$ As required by California Law<br>DISEASE - EACH EMPLOYEE \$ As required by California Law |

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

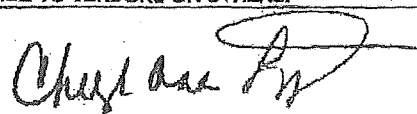
ADDITIONAL COVERED PARTY - AS REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH RESPECT TO GENERAL LIABILITY AND AUTOMOBILE LIABILITY

LOSS PAYEE - AS REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH RESPECT TO PROPERTY COVERAGE

**CERTIFICATE HOLDER**  
 APPLICABLE PARTY AS REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

**CANCELLATION**  
 SHOULD THE REGENTS ELECT TO DISCONTINUE SELF-INSURING ITS LIABILITIES, THE REGENTS WILL UPDATE PROOF OF SELF-INSURANCE ON ITS WEBSITE. THE REGENTS SHALL NOT BE OBLIGATED TO PROVIDE INDIVIDUAL NOTICE TO VENDORS OR OTHERS.

By:



CHERYL A. LLOYD, CHIEF RISK OFFICER



# Respondents Document Submission

## Leger, Cheryl (BOS)

---

**From:** Meg Naizghi <mnaizghi@grsm.com>  
**Sent:** Wednesday, September 30, 2020 3:37 PM  
**To:** SOTF, (BOS)  
**Cc:** Cityattorney; Schnetzler, Greta (UCSF); Dellner, Tom (UCSF); Marcie Fitzsimmons  
**Subject:** Sunshine Ordinance Task Force, File No. 19138 - University of California and the Regents of the University of California  
**Attachments:** UCSF SOTF Reply 9.30.20.pdf

This message is from outside the City email system. Do not open links or attachments from untrusted sources.

Good Afternoon,

Attached please find a letter from Greta Schnetzler regarding the referenced matter.

Thank you.

---

**MEG NAIZGHI** | Legal Assistant to Marcie Fitzsimmons

**GORDON REES SCULLY MANSUKHANI**  
**YOUR 50 STATE PARTNER®**

275 Battery Street, Suite 2000  
San Francisco, CA 94111  
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San Francisco

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for Health Affairs  
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Darnele L. Wright  
Deputy Campus Counsel

Christine Haas Georgiev  
Senior Counsel

Kathryn (Kate) M. Mente  
Senior Counsel

Colin Leary  
Senior Counsel

September 30, 2020

**Re: Sunshine Ordinance Task Force, File No. 19138  
University of California and the Regents of the University of California<sup>1</sup>**

Dear Sunshine Ordinance Task Force,

As set forth in my prior letter dated December 26, 2019, the Sunshine Ordinance Task Force (“SOTF”) does not have jurisdiction in this matter. Sunshine Ordinance Task Force, Public Complaint Procedure, B.4 states: “The case must be under the jurisdiction of the SOTF.”

The complaint complains against the University of California and the Regents of the University of California. Under the California Constitution, art. IX, § 9, the University of California and the Regents of the University of California are characterized as a “branch” of the State of California or “a statewide administrative agency.” *Regents of the Univ. of Calif. v. City of Santa Monica* (1978) 77 Cal. App. 3d 130, 135. The SOTF only has jurisdiction over entities of the government of the City and County of San Francisco. See Sunshine Ordinance Sec. 67.1(b) (“Elected officials, commissions, boards, councils and other agencies of the City and County exist to conduct the people’s business”), emphasis added; 67.3(a) (“‘City’ shall mean the City and County of San Francisco”). As state entities and “[i]n view of the virtually plenary power of the Regents in the regulation of affairs relating to the university,” the University of California and the Regents of the University of California are not subject to municipal regulation. *Regents of the Univ. of Calif. v. City of Santa Monica* (1978) 77 Cal. App. 3d at 136.

Bruce Wolf, the Chair of the SOTF, acknowledged that the University of California is “not within the jurisdiction of the San Francisco”

---

<sup>1</sup> In providing this response we are not submitting to the SOTF’s jurisdiction and reserve the right to continue to contest jurisdiction.



Sunshine Ordinance” in his December 30, 2019 email. (See Exhibit 1 [Emphasis in Original]). He wrote:

Respectfully, in the interest of not wasting your time, the University of California is a state institution and is *not* a City and County of San Francisco institution, department or agency thus is not within the jurisdiction of the San Francisco Sunshine Ordinance despite one of its campuses being geographically located here. Thus, only the CPRA is applicable and not the local San Francisco Sunshine Ordinance. Our process is solely for use within the confines of City and County of San Francisco departments, commissions, boards and agencies. Unless you have some evidence to the contrary, the outcome of a hearing regarding jurisdiction would likely not be in your favor.

This was likewise echoed by Deputy City Attorney, Peder J.V. Thoreen, in a February 19, 2020 memorandum to SOTF. (See Exhibit 2.) He wrote:

Complainant offers no argument that Respondent is generally subject to the Task Force's jurisdiction, but he cites a provision in the contract between the City and Respondent, which reads:

In accordance with San Francisco Administrative Code §67.24(e), contracts, contractors' bids, responses to requests for proposals and all other records of communications between the department and persons or firms seeking contracts, shall be open to inspection immediately after a contract has been awarded. Nothing in this provision requires the disclosure of a private person or organization's net worth or other proprietary financial data submitted for qualification for a contract or other benefit until and unless that person or organization is awarded the contract or benefit. Information provided which is covered by this paragraph will be made available to the public upon request.

However, this provision does not appear to make Respondent subject to the Sunshine Ordinance. Rather, it simply informs a contractor, such as Respondent, that certain information may be subject to disclosure. Regardless, it appears that Respondent has provided responsive documents to Complainant, thus potentially rendering the question of jurisdiction moot.

Indeed, there is nothing in the contract between the City of San Francisco and the Regents that grants SOTF jurisdiction. Appendix G of that agreement, which pertains to Substance Use Disorder Services, states nothing about conferring jurisdiction, the SOTF, or the production of public records. (See Exhibit 3.) At most, Appendix G references making records available pursuant to an official audit, but not to force the University to produce records to any member of the public empowered by the San Francisco Sunshine Ordinance.

Please contact me at [greta.schnetzler@ucsf.edu](mailto:greta.schnetzler@ucsf.edu) for further communications on this matter.

Sincerely,

DocuSigned by:  
*Greta Schnetzler*  
32086F63E836457...

Greta W. Schnetzler

cc: Dennis Herrera ([cityattorney@sfcityatty.org](mailto:cityattorney@sfcityatty.org))

Encl.

# **EXHIBIT 1**

Please see the response from Chair Bruce Wolfe of the SOTF below regarding your complaint against UCSF. Hope you had a nice holiday.

Cheryl Leger

Assistant Clerk, Board of Supervisors

Tel: 415-554-7724

<image001.png>

Click [here](#) to complete a Board of Supervisors Customer Service Satisfaction form.

The [Legislative Research Center](#) provides 24-hour access to Board of Supervisors legislation, and archived matters since August 1998.

*Disclosures: Personal information that is provided in communications to the Board of Supervisors is subject to disclosure under the California Public Records Act and the San Francisco Sunshine Ordinance. Personal information provided will not be redacted. Members of the public are not required to provide personal identifying information when they communicate with the Board of Supervisors and its committees. All written or oral communications that members of the public submit to the Clerk's Office regarding pending legislation or hearings will be made available to all members of the public for inspection and copying. The Clerk's Office does not redact any information from these submissions. This means that personal information—including names, phone numbers, addresses and similar information that a member of the public elects to submit to the Board and its committees—may appear on the Board of Supervisors website or in other public documents that members of the public may inspect or copy.*

---

**From:** Bruce Wolfe <[sotf@brucewolfe.net](mailto:sotf@brucewolfe.net)>

**Sent:** Monday, December 30, 2019 3:06 PM

**To:** SOTF, (BOS) <[sotf@sfgov.org](mailto:sotf@sfgov.org)>

**Subject:** Re: SOTF - Complaint Filed with the Sunshine Ordinance Task Force - File No. 19138

This message is from outside the City email system. Do not open links or attachments from untrusted sources.

Please send a message to Mr. Malloy:

Dear Mr. Malloy --

Respectfully, in the interest of not wasting your time, the University of California is a state institution and is not a City and County of San Francisco institution, department or agency thus is not within the jurisdiction of the San Francisco Sunshine Ordinance despite one of its campuses being geographically located here. Thus, only the CPRA is applicable and not the local San Francisco Sunshine Ordinance. Our process is solely for use within the confines of City and County of San Francisco departments, commissions, boards and agencies. Unless you have some evidence to the contrary, the outcome of a hearing regarding jurisdiction would likely not be in your favor.

You are free to have your file heard and we will schedule it but we are obligated to provide administrative support and consultations to the public in this way. *Please advise.*

Yours,

*Bruce Wolfe, Chair*

*SF Sunshine Ordinance Task Force*

*(Response is very limited during business hours on business days and holidays)*

~~~~~

On Thu, Dec 19, 2019 at 3:24 PM SOTF, (BOS) <sotf@sfgov.org> wrote:

Good Afternoon:

The University of California and the Regents of the University of California have been named as Respondents in the attached complaint filed with the Sunshine Ordinance Task Force. Please respond to the following complaint/request within five business days.

The Respondent is required to submit a written response to the allegations including any and all supporting documents, recordings, electronic media, etc., to the Task Force

EXHIBIT 2



DENNIS J. HERRERA
City Attorney

PEDER J. V. THOREEN
Deputy City Attorney

Direct Dial: (415) 554-3846
Email: Peder.Thoreen@sfcityattty.org

**MEMORANDUM
PRIVILEGED AND CONFIDENTIAL**

TO: Sunshine Ordinance Task Force
FROM: Peder J. V. Thoreen
Deputy City Attorney
DATE: February 19, 2020
RE: Complaint No. 19138: Stephen Malloy v. University of California, San Francisco

COMPLAINT

Complainant Stephen Malloy ("Complainant") alleges that the University of California, San Francisco ("Respondent") violated the Sunshine Ordinance by failing to respond to Complainant's request in a timely and complete manner.

COMPLAINANT FILES COMPLAINT

Complainant filed this complaint with the Task Force on December 11, 2019, alleging that Respondent violated Administrative Code section 67.21.

JURISDICTION

The primary question in this matter is whether the Task Force has jurisdiction, as discussed further below.

APPLICABLE STATUTORY SECTION(S)

Section 67 of the San Francisco Administrative Code:

- Section 67.21 governs responses to a public records request generally.

Cal. Government Code (CPRA)

- Section 6253 sets forth the general requirements for the production of records.

APPLICABLE CASE LAW

- *Regents of the Univ. of Cal. v. City of Santa Monica* (1978) 77 Cal. App. 3d 130, 135 (holding that the regents were not subject to municipal regulation).

BACKGROUND

On November 5, 2019, Complainant filed a request with Respondent for "all records concerning Stephen Malloy." Although Respondent engaged in subsequent correspondence with Complainant regarding his request, including by stating that it had responded to his request on February 7, 2019, when it evidently provided Complainant 136 pages of documents, Respondent contends that the Task Force lacks jurisdiction because Respondent is a branch of the State or a statewide administrative agency. Cal. Const., art. IX, §9; *Regents of the Univ. of Cal. v. City of*

**MEMORANDUM
PRIVILEGED & CONFIDENTIAL**

TO: Sunshine Ordinance Task Force
DATE: February 19, 2020
PAGE: 2
RE: Complaint No. 19138: Stephen Malloy v. University of California, San Francisco

Santa Monica (1978) 77 Cal.App.3d 130, 135. Section 9(a) of article IX of the California Constitution states:

The University of California shall constitute a public trust, to be administered by the existing corporation known as "The Regents of the University of California," with full powers of organization and government, subject only to such legislative control as may be necessary to insure the security of its funds and compliance with the terms of the endowments of the university and such competitive bidding procedures as may be made applicable to the university by statute for the letting of construction contracts, sales of real property, and purchasing of materials, goods, and services.

Additionally, the Sunshine Ordinance's public records requirements generally apply to a "department," which is defined as "a department of the City and County of San Francisco." S.F. Admin. Code section 67.20(a). It is undisputed that Respondent is not a department of the City and County of San Francisco.

Complainant offers no argument that Respondent is generally subject to the Task Force's jurisdiction, but he cites a provision in the contract between the City and Respondent, which reads:

In accordance with San Francisco Administrative Code §67.24(e), contracts, contractors' bids, responses to requests for proposals and all other records of communications between the department and persons or firms seeking contracts, shall be open to inspection immediately after a contract has been awarded. Nothing in this provision requires the disclosure of a private person or organization's net worth or other proprietary financial data submitted for qualification for a contract or other benefit until and unless that person or organization is awarded the contract or benefit. Information provided which is covered by this paragraph will be made available to the public upon request.

However, this provision does not appear to make Respondent subject to the Sunshine Ordinance. Rather, it simply informs a contractor, such as Respondent, that certain information may be subject to disclosure. Regardless, it appears that Respondent has provided responsive documents to Complainant, thus potentially rendering the question of jurisdiction moot.

QUESTIONS THAT MIGHT ASSIST IN DETERMINING FACTS

- What is the basis for Complainant's contention that additional responsive documents exist that have not been produced?

LEGAL ISSUES/LEGAL DETERMINATIONS

- Is Respondent subject to the jurisdiction of the Task Force?
- If so, did Respondent violate the Sunshine Ordinance or the CPRA by failing to provide a timely and complete response to Complainant's document request?

**MEMORANDUM
PRIVILEGED & CONFIDENTIAL**

TO: Sunshine Ordinance Task Force
DATE: February 19, 2020
PAGE: 3
RE: Complaint No. 19138: Stephen Malloy v. University of California, San Francisco

CONCLUSION

THE TASK FORCE FINDS THE FOLLOWING FACTS TO BE TRUE:

THE TASK FORCE FINDS THE ALLEGED VIOLATIONS TO BE **TRUE OR NOT TRUE.**

* * *

**MEMORANDUM
PRIVILEGED & CONFIDENTIAL**

TO: Sunshine Ordinance Task Force
DATE: February 19, 2020
PAGE: 4
RE: Complaint No. 19138: Stephen Malloy v. University of California, San Francisco

**CHAPTER 67, SAN FRANCISCO ADMINISTRATIVE CODE (SUNSHINE
ORDINANCE)****SEC. 67.21. PROCESS FOR GAINING ACCESS TO PUBLIC RECORDS;
ADMINISTRATIVE APPEALS**

(a) Every person having custody of any public record or public information, as defined herein, (hereinafter referred to as a custodian of a public record) shall, at normal times and during normal and reasonable hours of operation, without unreasonable delay, and without requiring an appointment, permit the public record, or any segregable portion of a record, to be inspected and examined by any person and shall furnish one copy thereof upon payment of a reasonable copying charge, not to exceed the lesser of the actual cost or ten cents per page.

(b) A custodian of a public record shall, as soon as possible and within ten days following receipt of a request for inspection or copy of a public record, comply with such request. Such request may be delivered to the office of the custodian by the requester orally or in writing by fax, postal delivery, or e-mail. If the custodian believes the record or information requested is not a public record or is exempt, the custodian shall justify withholding any record by demonstrating, in writing as soon as possible and within ten days following receipt of a request, that the record in question is exempt under express provisions of this ordinance.

(c) A custodian of a public record shall assist a requester in identifying the existence, form, and nature of any records or information maintained by, available to, or in the custody of the custodian, whether or not the contents of those records are exempt from disclosure and shall, when requested to do so, provide in writing within seven days following receipt of a request, a statement as to the existence, quantity, form and nature of records relating to a particular subject or questions with enough specificity to enable a requester to identify records in order to make a request under (b). A custodian of any public record, when not in possession of the record requested, shall assist a requester in directing a request to the proper office or staff person.

(d) If the custodian refuses, fails to comply, or incompletely complies with a request described in (b), the person making the request may petition the supervisor of records for a determination whether the record requested is public. The supervisor of records shall inform the petitioner, as soon as possible and within 10 days, of its determination whether the record requested, or any part of the record requested, is public. Where requested by the petitioner, and where otherwise desirable, this determination shall be in writing. Upon the determination by the supervisor of records that the record is public, the supervisor of records shall immediately order the custodian of the public record to comply with the person's request. If the custodian refuses or fails to comply with any such order within 5 days, the supervisor of records shall notify the district attorney or the attorney general who shall take whatever measures she or he deems necessary and appropriate to insure compliance with the provisions of this ordinance.

(e) If the custodian refuses, fails to comply, or incompletely complies with a request described in (b) above or if a petition is denied or not acted on by the supervisor of public records, the person making the request may petition the Sunshine Task Force for a determination whether the record requested is public. The Sunshine Task Force shall inform the petitioner, as soon as possible and within 2 days after its next meeting but in no case later than 45 days from when a petition in writing is received, of its determination whether the record requested, or any

**MEMORANDUM
PRIVILEGED & CONFIDENTIAL**

TO: Sunshine Ordinance Task Force
DATE: February 19, 2020
PAGE: 5
RE: Complaint No. 19138: Stephen Malloy v. University of California, San Francisco

part of the record requested, is public. Where requested by the petition, and where otherwise desirable, this determination shall be in writing. Upon the determination that the record is public, the Sunshine Task Force shall immediately order the custodian of the public record to comply with the person's request. If the custodian refuses or fails to comply with any such order within 5 days, the Sunshine Task Force shall notify the district attorney or the attorney general who may take whatever measures she or he deems necessary to insure compliance with the provisions of this ordinance. The Board of Supervisors and the City Attorney's office shall provide sufficient staff and resources to allow the Sunshine Task Force to fulfill its duties under this provision. Where requested by the petition, the Sunshine Task Force may conduct a public hearing concerning the records request denial. An authorized representative of the custodian of the public records requested shall attend any hearing and explain the basis for its decision to withhold the records requested.

(f) The administrative remedy provided under this article shall in no way limit the availability of other administrative remedies provided to any person with respect to any officer or employee of any agency, executive office, department or board; nor shall the administrative remedy provided by this section in any way limit the availability of judicial remedies otherwise available to any person requesting a public record. If a custodian of a public record refuses or fails to comply with the request of any person for inspection or copy of a public record or with an administrative order under this section, the superior court shall have jurisdiction to order compliance.

(g) In any court proceeding pursuant to this article there shall be a presumption that the record sought is public, and the burden shall be upon the custodian to prove with specificity the exemption which applies.

(h) On at least an annual basis, and as otherwise requested by the Sunshine Ordinance Task Force, the supervisor of public records shall prepare a tally and report of every petition brought before it for access to records since the time of its last tally and report. The report shall at least identify for each petition the record or records sought, the custodian of those records, the ruling of the supervisor of public records, whether any ruling was overturned by a court and whether orders given to custodians of public records were followed. The report shall also summarize any court actions during that period regarding petitions the Supervisor has decided. At the request of the Sunshine Ordinance Task Force, the report shall also include copies of all rulings made by the supervisor of public records and all opinions issued.

(i) The San Francisco City Attorney's office shall act to protect and secure the rights of the people of San Francisco to access public information and public meetings and shall not act as legal counsel for any city employee or any person having custody of any public record for purposes of denying access to the public. The City Attorney may publish legal opinions in response to a request from any person as to whether a record or information is public. All communications with the City Attorney's Office with regard to this ordinance, including petitions, requests for opinion, and opinions shall be public records.

(j) Notwithstanding the provisions of this section, the City Attorney may defend the City or a City Employee in litigation under this ordinance that is actually filed in court to any extent required by the City Charter or California Law.

**MEMORANDUM
PRIVILEGED & CONFIDENTIAL**

TO: Sunshine Ordinance Task Force
DATE: February 19, 2020
PAGE: 6
RE: Complaint No. 19138: Stephen Malloy v. University of California, San Francisco

(k) Release of documentary public information, whether for inspection of the original or by providing a copy, shall be governed by the California Public Records Act (Government Code Section 6250 et seq.) in particulars not addressed by this ordinance and in accordance with the enhanced disclosure requirements provided in this ordinance.

(l) Inspection and copying of documentary public information stored in electronic form shall be made available to the person requesting the information in any form requested which is available to or easily generated by the department, its officers or employees, including disk, tape, printout or monitor at a charge no greater than the cost of the media on which it is duplicated. Inspection of documentary public information on a computer monitor need not be allowed where the information sought is necessarily and unseparably intertwined with information not subject to disclosure under this ordinance. Nothing in this section shall require a department to program or reprogram a computer to respond to a request for information or to release information where the release of that information would violate a licensing agreement or copyright law.

CALIFORNIA GOVERNMENT CODE (CPRA)**SEC. 6253.**

(a) Public records are open to inspection at all times during the office hours of the state or local agency and every person has a right to inspect any public record, except as hereafter provided. Any reasonably segregable portion of a record shall be available for inspection by any person requesting the record after deletion of the portions that are exempted by law.

(b) Except with respect to public records exempt from disclosure by express provisions of law, each state or local agency, upon a request for a copy of records that reasonably describes an identifiable record or records, shall make the records promptly available to any person upon payment of fees covering direct costs of duplication, or a statutory fee if applicable. Upon request, an exact copy shall be provided unless impracticable to do so.

(c) Each agency, upon a request for a copy of records, shall, within 10 days from receipt of the request, determine whether the request, in whole or in part, seeks copies of disclosable public records in the possession of the agency and shall promptly notify the person making the request of the determination and the reasons therefor. In unusual circumstances, the time limit prescribed in this section may be extended by written notice by the head of the agency or his or her designee to the person making the request, setting forth the reasons for the extension and the date on which a determination is expected to be dispatched. No notice shall specify a date that would result in an extension for more than 14 days. When the agency dispatches the determination, and if the agency determines that the request seeks disclosable public records, the agency shall state the estimated date and time when the records will be made available. As used in this section, "unusual circumstances" means the following, but only to the extent reasonably necessary to the proper processing of the particular request:

**MEMORANDUM
PRIVILEGED & CONFIDENTIAL**

TO: Sunshine Ordinance Task Force
DATE: February 19, 2020
PAGE: 7
RE: Complaint No. 19138: Stephen Malloy v. University of California, San Francisco

- (1) The need to search for and collect the requested records from field facilities or other establishments that are separate from the office processing the request.
- (2) The need to search for, collect, and appropriately examine a voluminous amount of separate and distinct records that are demanded in a single request.
- (3) The need for consultation, which shall be conducted with all practicable speed, with another agency having substantial interest in the determination of the request or among two or more components of the agency having substantial subject matter interest therein.
- (4) The need to compile data, to write programming language or a computer program, or to construct a computer report to extract data.
- (d) Nothing in this chapter shall be construed to permit an agency to delay or obstruct the inspection or copying of public records. The notification of denial of any request for records required by Section 6255 shall set forth the names and titles or positions of each person responsible for the denial.
- (e) Except as otherwise prohibited by law, a state or local agency may adopt requirements for itself that allow for faster, more efficient, or greater access to records than prescribed by the minimum standards set forth in this chapter.
- (f) In addition to maintaining public records for public inspection during the office hours of the public agency, a public agency may comply with subdivision (a) by posting any public record on its Internet Web site and, in response to a request for a public record posted on the Internet Web site, directing a member of the public to the location on the Internet Web site where the public record is posted. However, if after the public agency directs a member of the public to the Internet Web site, the member of the public requesting the public record requests a copy of the public record due to an inability to access or reproduce the public record from the Internet Web site, the public agency shall promptly provide a copy of the public record pursuant to subdivision (b).

EXHIBIT 3

Appendix G

SUBSTANCE USE DISORDER SERVICES

such as

Drug Medi-Cal,
Federal Substance Abuse Prevention And Treatment (SAPT) Block Grant,
Primary Prevention or
State Funded Services

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

Drug Medi-Cal (DMC) services for substance use treatment in the Contractor's service area pursuant to Sections 11848.5(a) and (b) of the Health and Safety Code (hereinafter referred to as HSC), Sections 14021.51 – 14021.53, and 14124.20 – 14124.25 of the Welfare and Institutions Code (hereinafter referred to as W&IC), and Title 22 of the California Code of Regulations (hereinafter referred to as Title 22), Sections 51341.1, 51490.1, and 51516.1, and Part 438 of the Code of Federal Regulations, hereinafter referred to as 42 CFR 438.

The City and County of San Francisco and the provider enter into this Intergovernmental Agreement by authority of Title 45 of the Code of Federal Regulations Part 96 (45 CFR Part 96), Substance Abuse Prevention and Treatment Block Grants (SAPT Block Grant) for the purpose of planning, carrying out, and evaluating activities to prevent and treat substance abuse. SAPT Block Grant recipients must adhere to Substance Abuse and Mental Health Administration's (SAMHSA) National Outcome Measures (NOMs).

The objective is to make substance use treatment services available to Medi-Cal and other non-DMC beneficiaries through utilization of federal and state funds available pursuant to Title XIX and Title XXI of the Social Security Act and the SAPT Block Grant for reimbursable covered services rendered by certified DMC providers.

Reference Documents

Document 1A: Title 45, Code of Federal Regulations 96, Subparts C and L, Substance Abuse Prevention and Treatment Block Grant Requirements

<https://www.gpo.gov/fdsys/granule/CFR-2005-title45-vol1/CFR-2005-title45-vol1-part96>

Document 1B: Title 42, Code of Federal Regulations, Charitable Choice Regulations

<https://www.law.cornell.edu/cfr/text/42/part-54>

Document 1C: Driving-Under-the-Influence Program Requirements

Document 1F(a): Reporting Requirement Matrix – County Submission Requirements for the Department of Health Care Services

Document 1G: Perinatal Services Network Guidelines 2016

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Document 1H(a): Service Code Descriptions

Document 1J(a): Non-Drug Medi-Cal Audit Appeals Process

Document 1J(b): DMC Audit Appeals Process

Document 1K: Drug and Alcohol Treatment Access Report (DATAR)

<http://www.dhcs.ca.gov/provgovpart/Pages/DATAR.aspx>

Document 1P: Alcohol and/or Other Drug Program Certification Standards (March 15, 2004)

http://www.dhcs.ca.gov/provgovpart/Pages/Facility_Certification.aspx

Document 1T: CalOMS Prevention Data Quality Standards

Document 1V: Youth Treatment Guidelines

http://www.dhcs.ca.gov/individuals/Documents/Youth_Treatment_Guidelines.pdf

Document 2A: Sobky v. Smoley, Judgment, Signed February 1, 1995

Document 2C: Title 22, California Code of Regulations

<http://ccr.oal.ca.gov>

Document 2E: Drug Medi-Cal Certification Standards for Substance Abuse Clinics (Updated July 1, 2004)

http://www.dhcs.ca.gov/services/adp/Documents/DMCA_Drug_Medi-Cal_Certification_Standards.pdf

Document 2F: Standards for Drug Treatment Programs (October 21, 1981)

http://www.dhcs.ca.gov/services/adp/Documents/DMCA_Standards_for_Drug_Treatment_Programs.pdf

Document 2G Drug Medi-Cal Billing Manual

http://www.dhcs.ca.gov/formsandpubs/Documents/Info%20Notice%202015/DMC_Billing_Manual%20FINAL.pdf

Document 2K: Multiple Billing Override Certification (MC 6700)

Document 2L(a): Good Cause Certification (6065A)

Document 2L(b): Good Cause Certification (6065B)

Document 2P: County Certification - Cost Report Year-End Claim For Reimbursement

Document 2P(a): Drug Medi-Cal Cost Report Forms – Intensive Outpatient Treatment – Non-Perinatal (form and instructions)

Document 2P(b): Drug Medi-Cal Cost Report Forms – Intensive Outpatient Treatment – Perinatal (form and instructions)

Document 2P(c): Drug Medi-Cal Cost Report Forms – Outpatient Drug Free Individual Counseling – Non-Perinatal (form and instructions)

Document 2P(d): Drug Medi-Cal Cost Report Forms – Outpatient Drug Free Individual Counseling – Perinatal (form and instructions)

Document 2P(e): Drug Medi-Cal Cost Report Forms – Outpatient Drug Free Group Counseling – Non-Perinatal (form and instructions)

Document 2P(f): Drug Medi-Cal Cost Report Forms – Outpatient Drug Free Group Counseling – Perinatal (form and instructions)

Document 2P(g): Drug Medi-Cal Cost Report Forms – Residential – Perinatal (form and instructions)

Document 2P(h): Drug Medi-Cal Cost Report Forms – Narcotic Treatment Program – County – Non-Perinatal (form and instructions)

Document 2P(i): Drug Medi-Cal Cost Report Forms – Narcotic Treatment Program – County – Perinatal (form and instructions)

Document 3G: California Code of Regulations, Title 9 – Rehabilitation and Developmental Services, Division 4 – Department of Alcohol and Drug Programs, Chapter 4 – Narcotic Treatment Programs
<http://www.calregs.com>

Document 3H: California Code of Regulations, Title 9 – Rehabilitation and Developmental Services, Division 4 – Department of Alcohol and Drug Programs, Chapter 8 – Certification of Alcohol and Other Drug Counselors
<http://www.calregs.com>

Document 3J: CalOMS Treatment Data Collection Guide
[http://www.dhcs.ca.gov/provgovpart/Documents/CalOMS Tx Data Collection Guide JAN%202014.pdf](http://www.dhcs.ca.gov/provgovpart/Documents/CalOMS_Tx_Data_Collection_Guide_JAN%202014.pdf)

Document 3O: Quarterly Federal Financial Management Report (QFFMR) 2014-15
http://www.dhcs.ca.gov/provgovpart/Pages/SUD_Forms.aspx

Document 3S CalOMS Treatment Data Compliance Standards

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Document 3V Culturally and Linguistically Appropriate Services (CLAS) National Standards
<http://minorityhealth.hhs.gov/templates/browse.aspx?lvl=2&lvlID=15>

Document 4D : Drug Medi-Cal Certification for Federal Reimbursement (DHCS100224A)

Document 5A : Confidentiality Agreement

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

I. Subcontractor Documentation

The provider shall require its subcontractors that are not licensed or certified by DHCS to submit organizational documents to DHCS within thirty (30) days of execution of an initial subcontract, within ninety (90) days of the renewal or continuation of an existing subcontract or when there has been a change in subcontractor name or ownership. 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 DHCS.

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. Providers 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. Provider's shall require that all subcontractors comply with the requirements of this Section A.

6. Should a provider discontinue its contractual agreement with subcontractor, or cease to conduct business in its entirety, provider 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 provider 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 Patient Record Retention

Provider agrees to establish, maintain, and update as necessary, an individual patient record for each beneficiary admitted to treatment and receiving services.

Drug Medi-Cal contracts are controlled by applicable provisions of: (a) the W&I, Chapter 7, Sections 14000, et seq., in particular, but not limited to, Sections 14100.2, 14021, 14021.5, 14021.6, 14043, et seq., (b) Title 22, including but not limited to Sections 51490.1, 51341.1 and 51516.1; and (c) Division 4 of Title 9 of the California Code of Regulations (hereinafter referred to as Title 9).

Established by DMC status and modality of treatment, each beneficiary's individual patient record shall include documentation of personal information as specified in either AOD Standards; Title 22; and Title 9. Contractor agrees to maintain patient records in accordance with the provision of treatment regulations that apply.

Providers, regardless of DMC certification status, shall maintain all of the documentation in the beneficiary's individual patient record for a minimum of seven (7) years from the date of the last face-to-face contact between the beneficiary and the provider.

In addition providers shall maintain all of the documentation that the beneficiary met the requirements for good cause specified in Section 51008.5, where the good cause results from beneficiary-related delays, for a minimum of seven (7) years from the date of the last face-to-face contact. If an audit takes place during the three year period, the contractor shall maintain records until the audit is completed.

III. Control Requirements

1) Performance under the terms of this Exhibit A, Attachment I, is subject to all applicable federal and state laws, regulations, and standards. In accepting DHCS drug and alcohol combined program allocation pursuant to HSC Sections 11814(a) and (b), Contractor shall: (i) establish, and shall require its providers to establish, written policies and procedures

consistent with the following requirements; (ii) monitor for compliance with the written procedures; and (iii) be held accountable for audit exceptions taken by DHCS against the Contractor and its contractors for any failure to comply with these requirements:

- a) HSC, Division 10.5, commencing with Section 11760;
- b) Title 9, California Code of Regulations (CCR) (herein referred to as Title 9), Division 4, commencing with Section 9000;
- c) Government Code Section 16367.8;
- 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 State Code (USC), Sections 300x-21 through 300x-31, 300x-34, 300x-53, 300x-57, and 330x-65 and 66;
- f) The Single Audit Act Amendments of 1996 (Title 31, USC Sections 7501-7507) and the Office of Management and Budget (OMB) Circular A-133 revised June 27, 2003 and June 26, 2007.
- g) Title 45, Code of Federal Regulations (CFR), Sections 96.30 through 96.33 and Sections 96.120 through 96.137;
- h) Title 42, CFR, Sections 8.1 through 8.6;
- i) Title 21, CFR, Sections 1301.01 through 1301.93, Department of Justice, Controlled Substances; and,
- j) State Administrative Manual (SAM), Chapter 7200 (General Outline of Procedures)
- k) Medi-Cal Eligibility Verification
<http://www.dhcs.ca.gov/provgovpart/Pages/DataUseAgreement.aspx>

Providers shall be familiar with the above laws, regulations, and guidelines and shall assure that its subcontractors are also familiar with such requirements.

- 2) The provisions of this Exhibit A, Attachment I are not intended to abrogate any provisions of law or regulation, or any standards existing or enacted during the term of this Intergovernmental Agreement.
- 3) Providers shall adhere to the applicable provisions of Title 45, CFR, Part 96, Subparts C and L, as applicable, in the expenditure of the SAPTBG funds. Document 1A, 45 CFR 96, Subparts C and L, is incorporated by reference.

4) Documents 1C incorporated by this reference, contains additional requirements that shall be adhered to by those Contractors that receive Document 1C. This document is:

a) Document 1C, Driving-Under-the-Influence Program Requirements;

C. In accordance with the Fiscal Year 2011-12 State Budget Act and accompanying law (Chapter 40, Statutes of 2011 and Chapter 13, Statutes of 2011, First Extraordinary Session), providers that provide Women and Children's Residential Treatment Services shall comply with the program requirements (Section 2.5, Required Supplemental/Recovery Support Services) of the Substance Abuse and Mental Health Services Administration's Grant Program for Residential Treatment for Pregnant and Postpartum Women, RFA found at <http://www.samhsa.gov/grants/grantannouncements/ti-14-005>.

IV Provider's Agents and Subcontractors

a. To enter into written agreements with any agents, including subcontractors and vendors to whom Contractor provides Department PHI, that impose the same restrictions and conditions on such agents, subcontractors and vendors that apply to providers with respect to such Department PHI under this Exhibit F, and that require compliance with all applicable provisions of HIPAA, the HITECH Act and the HIPAA regulations, including the requirement that any agents, subcontractors or vendors implement reasonable and appropriate administrative, physical, and technical safeguards to protect such PHI. As required by HIPAA, the HITECH Act and the HIPAA regulations, including 45 CFR Sections 164.308 and 164.314, Provider shall incorporate, when applicable, the relevant provisions of this Exhibit F-1 into each subcontract or subaward to such agents, subcontractors and vendors, including the requirement that any security incidents or breaches of unsecured PHI be reported to provider. In accordance with 45 CFR Section 164.504(e)(1)(ii), upon Contractor's knowledge of a material breach or violation by its subcontractor of the agreement between Provider and the subcontractor, Provider shall:

i) Provide an opportunity for the subcontractor to cure the breach or end the violation and terminate the agreement if the subcontractor does not cure the breach or end the violation within the time specified by the Department; or

ii) Immediately terminate the agreement if the subcontractor has breached a material term of the agreement and cure is not possible.

V Breaches and Security Incidents

During the term of this Agreement, Provider agrees to implement reasonable systems for the discovery and prompt reporting of any breach or security incident, and to take the following steps:

a. Initial Notice to the Department

(1) To notify the Department **immediately by telephone call or email or fax** upon the discovery of a breach of unsecured PHI in electronic media or in any other media if the PHI was, or is reasonably believed to have been, accessed or acquired by an unauthorized person.

(2) To notify the Department within 24 hours (one hour if SSA data) by email or fax of the discovery of any suspected security incident, intrusion or unauthorized access, use or disclosure of PHI in violation of this Agreement or this Exhibit F-1, or potential loss of confidential data affecting this Agreement. A breach shall be treated as discovered by provide as of the first day on which the breach is known, or by exercising reasonable diligence would have been known, to any person (other than the person committing the breach) who is an employee, officer or other agent of provider. Notice shall be provided to the Information Protection Unit, Office of HIPAA Compliance. If the incident occurs after business hours or on a weekend or holiday and involves electronic PHI, notice shall be provided by calling the Information Protection Unit (916.445.4646, 866-866-0602) or by emailing privacyofficer@dhcs.ca.gov. Notice shall be made using the DHCS "Privacy Incident Report" form, including all information known at the time. Provider shall use the most current version of this form, which is posted on the DHCS Information Security Officer website (www.dhcs.ca.gov, then select "Privacy" in the left column and then "Business Partner" near the middle of the page) or use this link: <http://www.dhcs.ca.gov/formsandpubs/laws/priv/Pages/DHCSBusinessAssociatesOnly.aspx> Upon discovery of a breach or suspected security incident, intrusion or unauthorized access, use or disclosure of Department PHI, Provider shall take:

- i) Prompt corrective action to mitigate any risks or damages involved with the breach and to protect the operating environment; and
- ii) Any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations.

b. Investigation and Investigation Report.

To immediately investigate such suspected security incident, security incident, breach, or unauthorized access, use or disclosure of PHI. Within 72 hours of the discovery, Provider shall submit an updated "Privacy Incident Report" containing the information marked with an asterisk and all other applicable information listed on the form, to the extent known at that time, to the Information Protection Unit.

c. Complete Report.

To provide a complete report of the investigation to the Department Program Contract Manager and the Information Protection Unit within ten (10) working days of the discovery of the breach or unauthorized use or disclosure. The report shall be submitted on the "Privacy Incident Report" form and shall include an assessment of all known factors relevant to a determination of whether a breach occurred under applicable provisions of HIPAA, the HITECH Act, and the HIPAA regulations. The report shall also include a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the improper use or disclosure. If the Department requests information in addition to that listed on the "Privacy Incident Report" form, provider shall make reasonable efforts to provide the Department with such information. If, because of the circumstances of the incident, provider needs more than ten (10) working days from the discovery to submit a complete report, the Department may grant a reasonable extension of time, in which case provider shall submit periodic updates until the complete report is submitted. If necessary, a Supplemental Report may be used to submit revised or additional information after the completed report is submitted, by submitting the revised or additional information on an updated "Privacy Incident Report" form. The Department will

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review and approve the determination of whether a breach occurred and whether individual notifications and a corrective action plan are required.

d. Responsibility for Reporting of Breaches

If the cause of a breach of Department PHI is attributable to provider or its agents, subcontractors or vendors, provider is responsible for all required reporting of the breach as specified in 42 U.S.C. section 17932 and its implementing regulations, including notification to media outlets and to the Secretary (after obtaining prior written approval of DHCS). If a breach of unsecured Department PHI involves more than 500 residents of the State of California or under its jurisdiction, Contractor shall first notify DHCS, then the Secretary of the breach immediately upon discovery of the breach. If a breach involves more than 500 California residents, provider shall also provide, after obtaining written prior approval of DHCS, notice to the Attorney General for the State of California, Privacy Enforcement Section. If Contractor has reason to believe that duplicate reporting of the same breach or incident may occur because its subcontractors, agents or vendors may report the breach or incident to the Department in addition to provider, provider shall notify the Department, and the Department and provider may take appropriate action to prevent duplicate reporting.

e. Responsibility for Notification of Affected Individuals

If the cause of a breach of Department PHI is attributable to provider or its agents, subcontractors or vendors and notification of the affected individuals is required under state or federal law, provider shall bear all costs of such notifications as well as any costs associated with the breach. In addition, the Department reserves the right to require provider to notify such affected individuals, which notifications shall comply with the requirements set forth in 42U.S.C. section 17932 and its implementing regulations, including, but not limited to, the requirement that the notifications be made without unreasonable delay and in no event later than 60 calendar days after discovery of the breach. The Department Privacy Officer shall approve the time, manner and content of any such notifications and their review and approval must be obtained before the notifications are made. The Department will provide its review and approval expeditiously and without unreasonable delay.

f. Department Contact Information

To direct communications to the above referenced Department staff, the provider shall initiate contact as indicated herein. The Department reserves the right to make changes to the contact information below by giving written notice to the provider. Said changes shall not require an amendment to this Addendum or the Agreement to which it is incorporated.

VI Additional Provisions

A. Additional Intergovernmental Agreement Restrictions

This Intergovernmental Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress, or any statute enacted by the Congress, which may affect the provisions, terms, or funding of this Intergovernmental Agreement in any manner including, but not limited to, 42 CFR 438.610(c)(3).

B. Nullification of DMC Treatment Program SUD services (if applicable)

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The parties agree that if the Contractor fails to comply with the provisions of W&I Code, Section 14124.24, all areas related to the DMC Treatment Program SUD services shall be null and void and severed from the remainder of this Intergovernmental Agreement.

In the event the DMC Treatment Program Services component of this Intergovernmental Agreement becomes null and void, an updated Exhibit B, Attachment I shall take effect reflecting the removal of federal Medicaid funds and DMC State General Funds from this Intergovernmental Agreement. All other requirements and conditions of this Intergovernmental Agreement shall remain in effect until amended or terminated.

C. Hatch Act

Provider agrees to comply with the provisions of the Hatch Act (Title 5 USC, Sections 1501-1508), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

D. No Unlawful Use or Unlawful Use Messages Regarding Drugs

Provider agrees that information produced through these funds, and which pertains to drug and alcohol - related programs, shall contain a clearly written statement that there shall be no unlawful use of drugs or alcohol associated with the program. Additionally, no aspect of a drug or alcohol- related program shall include any message on the responsible use, if the use is unlawful, of drugs or alcohol (HSC Section 11999-11999.3). By signing this Intergovernmental Agreement, Contractor agrees that it shall enforce, and shall require its subcontractors to enforce, these requirements.

E. Noncompliance with Reporting Requirements

Provider agrees that DHCS has the right to withhold payments until provider has submitted any required data and reports to DHCS, as identified in this Exhibit A, Attachment I or as identified in Document 1F(a), Reporting Requirement Matrix for Counties.

F. Limitation on Use of Funds for Promotion of Legalization of Controlled Substances

None of the funds made available through this Intergovernmental Agreement may be used for any activity that promotes the legalization of any drug or other substance included in Schedule I of Section 202 of the Controlled Substances Act (21 USC 812).

G. Restriction on Distribution of Sterile Needles

No Substance Abuse Prevention and Treatment (SAPT) Block Grant funds made available through this Intergovernmental Agreement shall be used to carry out any program that includes the distribution of sterile needles or syringes for the hypodermic injection of any illegal drug unless DHCS chooses to implement a demonstration syringe services program for injecting drug users.

H. Health Insurance Portability and Accountability Act (HIPAA) of 1996

If any of the work performed under this Intergovernmental Agreement is subject to the HIPAA, Contractor shall perform the work in compliance with all applicable provisions of HIPAA. As identified in Exhibit G, DHCS and provider shall cooperate to assure mutual agreement as to those transactions between them, to which this Provision applies. Refer to Exhibit G for additional information.

1) Trading Partner Requirements

a) **No Changes.** Provider hereby agrees that for the personal health Information (Information), it shall not change any definition, data condition or use of a data element or segment as proscribed in the federal HHS Transaction Standard Regulation. (45 CFR Part 162.915 (a))

b) **No Additions.** Provider hereby agrees that for the Information, it shall not add any data elements or segments to the maximum data set as proscribed in the HHS Transaction Standard Regulation. (45 CFR Part 162.915 (b))

c) **No Unauthorized Uses.** Contractor hereby agrees that for the Information, it shall not use any code or data elements that either are marked "not used" in the HHS Transaction's Implementation specification or are not in the HHS Transaction Standard's implementation specifications. (45 CFR Part 162.915 (c))

d) **No Changes to Meaning or Intent.** Contractor hereby agrees that for the Information, it shall not change the meaning or intent of any of the HHS Transaction Standard's implementation specification. (45 CFR Part 162.915 (d))

2) Concurrence for Test Modifications to HHS Transaction Standards

Provider agrees and understands that there exists the possibility that DHCS or others may request an extension from the uses of a standard in the HHS Transaction Standards. If this occurs, Provider agrees that it shall participate in such test modifications.

3) Adequate Testing

Provider is responsible to adequately test all business rules appropriate to their types and specialties. If the Contractor is acting as a clearinghouse for enrolled providers, Provider has obligations to adequately test all business rules appropriate to each and every provider type and specialty for which they provide clearinghouse services.

4) Deficiencies

The Provider agrees to cure transactions errors or deficiencies identified by DHCS, and transactions errors or deficiencies identified by an enrolled provider if the provider is acting as a clearinghouse for that provider. If the provider is a clearinghouse, the provider agrees to properly communicate deficiencies and other pertinent information regarding electronic transactions to enrolled providers for which they provide clearinghouse services.

5) Code Set Retention

Both Parties understand and agree to keep open code sets being processed or used in this Intergovernmental Agreement for at least the current billing period or any appeal period, whichever is longer.

6) Data Transmission Log

Both Parties shall establish and maintain a Data Transmission Log, which shall record any and all Data Transmission taking place between the Parties during the term of this Intergovernmental Agreement. Each Party shall take necessary and reasonable steps to ensure that such Data Transmission Logs constitute a current, accurate, complete, and unaltered record of any and all Data Transmissions between the Parties, and shall be retained by each Party for no less than twenty-four (24) months following the date of the Data Transmission. The Data Transmission Log may be maintained on computer media or other suitable means provided that, if it is necessary to do so, the information contained in the Data Transmission Log may be retrieved in a timely manner and presented in readable form.

I. Nondiscrimination and Institutional Safeguards for Religious Providers

Contractor shall establish such processes and procedures as necessary to comply with the provisions of Title 42, USC, Section 300x-65 and Title 42, CFR, Part 54, (Reference Document 1B).

J. Counselor Certification

Any counselor or registrant providing intake, assessment of need for services, treatment or recovery planning, individual or group counseling to participants, patients, or residents in a DHCS licensed or certified program is required to be certified as defined in Title 9, CCR, Division 4, Chapter 8. (Document 3H).

K. Cultural and Linguistic Proficiency

To ensure equal access to quality care by diverse populations, each service provider receiving funds from this Intergovernmental Agreement shall adopt the federal Office of Minority Health Culturally and Linguistically Appropriate Service (CLAS) national standards (Document 3V) and comply with 42 CFR 438.206(c)(2).

L. Intravenous Drug Use (IVDU) Treatment

Provider shall ensure that individuals in need of IVDU treatment shall be encouraged to undergo SUD treatment (42 USC 300x-23 and 45 CFR 96.126(e)).

M. Tuberculosis Treatment

Provider shall ensure the following related to Tuberculosis (TB):

- 1) Routinely make available TB services to each individual receiving treatment for SUD use and/or abuse;
- 2) Reduce barriers to patients' accepting TB treatment; and,

3) Develop strategies to improve follow-up monitoring, particularly after patients leave treatment, by disseminating information through educational bulletins and technical assistance.

N. Trafficking Victims Protection Act of 2000

Provider and its subcontractors that provide services covered by this Intergovernmental Agreement shall comply with Section 106(g) of the Trafficking Victims Protection Act of 2000 (22 U.S.C. 7104(g)) as amended by section 1702. For full text of the award term, go to: <http://uscode.house.gov/view.xhtml?req=granuleid:USC-prelim-title22-section7104d&num=0&edition=prelim>

O. Tribal Communities and Organizations

Provider shall regularly assess (e.g. review population information available through Census, compare to information obtained in CalOMS Treatment to determine whether population is being reached, survey Tribal representatives for insight in potential barriers) the substance use service needs of the American Indian/Alaskan Native (AI/AN) population within the Contractor's geographic area and shall engage in regular and meaningful consultation and collaboration with elected officials of the tribe, Rancheria, or their designee for the purpose of identifying issues/barriers to service delivery and improvement of the quality, effectiveness and accessibility of services available to AI/NA communities within the Provider's county.

P. Participation of County Alcohol and Drug Program Administrators Association of California and California Behavioral Health Director's Association of California.

1) Pursuant to HSC Section 11801(g), the Provider's County AOD Program Administrator shall participate and represent the County in meetings of the County Alcohol and Drug Program Administrators Association of California for the purposes of representing the counties in their relationship with DHCS with respect to policies, standards, and administration for SUD abuse services. Participation and representation shall also be provided by the County Behavioral Health Director's Association of California.

2) Pursuant to HSC Section 11811.5(c), the Provider's County AOD Program Administrator shall attend any special meetings called by the Director of DHCS. Participation and representation shall also be provided by the County Behavioral Health Director's Association of California.

Q. Youth Treatment Guidelines

Provider shall follow the guidelines in Document 1V, incorporated by this reference, "Youth Treatment Guidelines," in developing and implementing adolescent treatment programs funded under this Exhibit, until such time new Youth Treatment Guidelines are established and adopted. No formal amendment of this Intergovernmental Agreement is required for new guidelines to be incorporated into this Intergovernmental Agreement.

R. Restrictions on Grantee Lobbying – Appropriations Act Section 503

1) No part of any appropriation contained in this Act shall be used, other than for formal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, or video presentation designed to support or defeat legislation pending before the Congress, except in presentation to the Congress or any State legislative body itself.

2) No part of any appropriation contained in this Act shall be used to pay the salary or expenses of any Intergovernmental Agreement recipient, or agent acting for such recipient, related to any activity designed to influence legislation or appropriations pending before the Congress or any State legislature.

5. Nondiscrimination in Employment and Services

By signing this Intergovernmental Agreement, provider certifies that under the laws of the United States and the State of California, incorporated into this Intergovernmental Agreement by reference and made a part hereof as if set forth in full, Contractor shall not unlawfully discriminate against any person.

T. Federal Law Requirements:

1) Title VI of the Civil Rights Act of 1964, Section 2000d, as amended, prohibiting discrimination based on race, color, or national origin in federally funded programs.

2) Title IX of the education amendments of 1972 (regarding education and programs and activities), if applicable.

3) Title VIII of the Civil Rights Act of 1968 (42 USC 3601 et seq.) prohibiting discrimination on the basis of race, color, religion, sex, handicap, familial status or national origin in the sale or rental of housing.

4) Age Discrimination Act of 1975 (45 CFR Part 90), as amended (42 USC Sections 6101 – 6107), which prohibits discrimination on the basis of age.

5) Age Discrimination in Employment Act (29 CFR Part 1625).

6) Title I of the Americans with Disabilities Act (29 CFR Part 1630) prohibiting discrimination against the disabled in employment.

7) Americans with Disabilities Act (28 CFR Part 35) prohibiting discrimination against the disabled by public entities.

8) Title III of the Americans with Disabilities Act (28 CFR Part 36) regarding access.

9) Rehabilitation Act of 1973, as amended (29 USC Section 794), prohibiting discrimination on the basis of individuals with disabilities.

10) Executive Order 11246 (42 USC 2000(e) et seq. and 41 CFR Part 60) regarding nondiscrimination in employment under federal contracts and construction contracts greater than \$10,000 funded by federal financial assistance.

11) Executive Order 13166 (67 FR 41455) to improve access to federal services for those with limited English proficiency.

12) The Drug Abuse Office and Treatment Act of 1972, as amended, relating to nondiscrimination on the basis of drug abuse.

13) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism.

U. State Law Requirements:

1) Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Administrative Code, Title 2, Section 7285.0 et seq.).

2) Title 2, Division 3, Article 9.5 of the Government Code, commencing with Section 11135.

3) Title 9, Division 4, Chapter 8 of the CCR, commencing with Section 10800.

4) No state or federal funds shall be used by the Contractor or its subcontractors for sectarian worship, instruction, or proselytization. No state funds shall be used by the Contractor or its subcontractors to provide direct, immediate, or substantial support to any religious activity.

5) Noncompliance with the requirements of nondiscrimination in services shall constitute grounds for state to withhold payments under this Intergovernmental Agreement or terminate all, or any type, of funding provided hereunder.

V. Investigations and Confidentiality of Administrative Actions

1) Provider acknowledges that if a DMC provider is under investigation by DHCS or any other state, local or federal law enforcement agency for fraud or abuse, DHCS may temporarily suspend the provider from the DMC program, pursuant to W&I Code, Section 14043.36(a). Information about a provider's administrative sanction status is confidential until such time as the action is either completed or resolved. The DHCS may also issue a Payment Suspension to a provider pursuant to W&I Code, Section 14107.11 and Code of Federal Regulations, Title 42, section 455.23. The Contractor is to withhold payments from a DMC provider during the time a Payment Suspension is in effect.

2) Provider shall execute the Confidentiality Agreement, attached as Document 5A. The Confidentiality Agreement permits DHCS to communicate with Contractor concerning subcontracted providers that are subject to administrative sanctions.

W. This Intergovernmental Agreement is subject to any additional restrictions, limitations, or conditions enacted by the federal or state governments that affect the provisions, terms, or funding of this Intergovernmental Agreement in any manner.

X. Subcontract Provisions

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Original Agreement, Contract ID# 1000010136
Appendix G

UC SFGH Clinical Practice Group SFGH/Comm Focus PGM
July 1, 2018

Provider shall include all of the foregoing provisions in all of its subcontracts.

Y. Conditions for Federal Financial Participation

1) Provider shall meet all conditions for Federal Financial Participation, consistent with 42 CFR 438.802, 42 CFR 438.804, 42 CFR 438.806, 42 CFR 438.808, 42 CFR 438.810, 42 CFR 438.812.

2) Pursuant to 42 CFR 438.808, Federal Financial Participation (FFP) is not available to the Contractor if the Contractor:

a) Is an entity that could be excluded under section 1128(b)(8) as being controlled by a sanctioned individual;

b) Is an entity that has a substantial contractual relationship as defined in section 431.55(h)(3), either directly or indirectly, with an individual convicted of certain crimes described in section 1128(8)(B); or

c) Is an entity that employs or contracts, directly or indirectly, for the furnishing of health care utilization review, medical social work, or administrative services, with one of the following:

i. Any individual or entity excluded from participation in federal health care programs under section 1128 or section 1126A; or

ii. An entity that would provide those services through an excluded individual or entity.

Providers shall include the following requirements in their subcontracts with providers:

1) **Culturally Competent Services:** Providers are responsible to provide culturally competent services. Providers must ensure that their policies, procedures, and practices are consistent with the principles outlined and are embedded in the organizational structure, as well as being upheld in day-to-day operations. Translation services must be available for beneficiaries, as needed.

2) **Medication Assisted Treatment:** Providers will have procedures for linkage/integration for beneficiaries requiring medication assisted treatment. Provider staff will regularly communicate with physicians of beneficiaries who are prescribed these medications unless the beneficiary refuses to consent to sign a 42 CFR part 2 compliant release of information for this purpose.

3) **Evidenced Based Practices:** Providers will implement at least two of the following evidenced based treatment practices (EBPs) based on the timeline established in the county implementation plan. The two EBPs are per provider per service modality. Counties will ensure the providers have implemented EBPs. The State will monitor the implementation of EBP's during reviews. The required EBP include:

a) **Motivational Interviewing:** A beneficiary-centered, empathic, but directive counseling strategy designed to explore and reduce a person's ambivalence toward treatment. This approach frequently includes other problem solving or solution-focused strategies that build on beneficiaries' past successes.

b) **Cognitive-Behavioral Therapy:** Based on the theory that most emotional and behavioral reactions are learned and that new ways of reacting and behaving can be learned.

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Original Agreement, Contract ID# 100010136
Appendix G

UC SFGH Clinical Practice Group SFGH/Comm Focus PGM
July 1, 2018

Leger, Cheryl (BOS)

From: SOTF, (BOS)
Sent: Thursday, February 13, 2020 9:07 AM
To: Dellner, Tom (UCSF)
Cc: Leger, Cheryl (BOS); Calvillo, Angela (BOS)
Subject: RE: Please Reply: SOTF - Notice of Appearance - Compliance and Amendments Committee; February 25, 2020; 4:30 p.m.

Tom:

I believe that the issue of jurisdiction should be revisited at the February 25, 2020 meeting and will bring it to the attention of the SOTF. The matter was initially review as part of a batch of complaints against various city agencies and they may not have notice that the University is not a city agency.

If the Committee determines that they do have jurisdiction on 2/25 the will move forward to consider the complaint.

Please call me if you have any questions.

Victor Young

Assistant Clerk

Board of Supervisors

phone 415-554-7723 | fax 415-554-5163

victor.young@sfgov.org | www.sfbos.org

From: Dellner, Tom <Tom.Dellner@ucsf.edu>
Sent: Wednesday, February 12, 2020 12:54 PM
To: SOTF, (BOS) <sotf@sfgov.org>
Cc: Schnetzler, Greta (UCSF) <Greta.Schnetzler@ucsf.edu>; Gee, Brenda (UCSF) <Brenda.Gee@ucsf.edu>
Subject: Please Reply: SOTF - Notice of Appearance - Compliance and Amendments Committee; February 25, 2020; 4:30 p.m.
Importance: High

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Regarding File No 19138, Complaint filed by Stephen Malloy against the University of California, Regents of the University of California. The University responded to this item on December 26, 2019; please see attached letter and a copy of the transmittal email.

By listing this matter for hearing on February 25, are you stating that The Regents of the University of California are under the jurisdiction of the SOTF?

Thank you for your attention to this matter.

Kind regards,
Tom Dellner
Analyst
UCSF Legal Affairs
415-476-2812
tom.dellner@ucsf.edu
Pronouns: he, him, his

From: "SOTF, (BOS)" <sotf@sfgov.org>
Date: February 6, 2020 at 3:04:06 PM PST
To: "Boudin, Chesa (DAT)" <chesa@sfgov.org>, "Bastian, Alex (DAT)" <alex.bastian@sfgov.org>, S <grovestand2012@gmail.com>, "chancellor@ucsf.edu" <chancellor@ucsf.edu>, "Blackman, Sue (LIB)" <Sue.Blackman@sfpl.org>, "Lambert, Michael (LIB)" <michael.lambert@sfpl.org>, cjkohrs <ckohrs@gmail.com>, "ctoles@kernlaw.com" <ctoles@kernlaw.com>, "Campbell, Jayme (POL)" <Jayme.A.Campbell@sfgov.org>, "Cox, Andrew (POL)" <r.andrew.cox@sfgov.org>, "sanderies@andgolaw.com" <sanderies@andgolaw.com>, "nmitchell@andgolaw.com" <nmitchell@andgolaw.com>, "Vu, Tyler (PDR)" <tyler.vu@sfgov.org>
Subject: SOTF - Notice of Appearance - Compliance and Amendments Committee; February 25, 2020; 4:30 p.m.

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You are receiving this notice because you are named as a Complainant or Respondent in one of the following complaints scheduled before the Compliance and Amendments Committee to: 1) hear the merits of the complaint; 2) issue a determination; and/or 3) consider referrals from a Task Force Committee.

Date: February 25, 2020
Location: City Hall, Room 408
Time: 4:30 p.m.

Complainants: Your attendance is required for this meeting/hearing.

Respondents/Departments: Pursuant to Section 67.21 (e) of the Ordinance, the custodian of records or a representative of your department, who can speak to the matter, is required at the meeting/hearing.

Complaints:

File No. 19130: Complaint filed by Stephen Malloy against Chesa Boudin and the District Attorney's Office for allegedly violating Administrative Code (Sunshine Ordinance), Section 67.21, by failing to respond to a public records request in a timely and/or complete manner.

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Documentation (evidence supporting/disputing complaint)

For a document to be considered, it must be received at least five (5) working days before the hearing (see attached Public Complaint Procedure). ***For inclusion into the agenda packet, supplemental/supporting documents must be received by 5:00 pm, February 18, 2020.***

Cheryl Leger
Assistant Clerk, Board of Supervisors
Tel: 415-554-7724

 Click [here](#) to complete a Board of Supervisors Customer Service Satisfaction form.

The [Legislative Research Center](#) provides 24-hour access to Board of Supervisors legislation, and archived matters since August 1998.

***Disclosures:** Personal information that is provided in communications to the Board of Supervisors is subject to disclosure under the California Public Records Act and the San Francisco Sunshine Ordinance. Personal information provided will not be redacted. Members of the public are not required to provide personal identifying information when they communicate with the Board of Supervisors and its committees. All written or oral communications that members of the public submit to the Clerk's Office regarding pending legislation or hearings will be made available to all members of the public for inspection and copying. The Clerk's Office does not redact any information from these submissions. This means that personal information—including names, phone numbers, addresses and similar information that a member of the public elects to submit to the Board and its committees—may appear on the Board of Supervisors website or in other public documents that members of the public may inspect or copy.*



University of California
San Francisco

Office of Legal Affairs

Faculty Alumni House
745 Parnassus Avenue
2nd Floor
San Francisco, CA 94143-0986

tel: 415.476.5003
fax: 415.476.0832

www.ucsf.edu

Greta W. Schnetzler
Chief Campus Counsel
Office Legal Affairs

Ann Sparkman
Deputy Campus Counsel
for Health Affairs
Chief Medical Center Counsel

Darnele L. Wright
Deputy Campus Counsel

Christine Haas Georgiev
Senior Counsel

Kathryn (Kate) M. Mente
Senior Counsel

Colin Leary
Senior Counsel

December 26, 2019

Via Email

Sunshine Ordinance Task Force
sotf@sfgov.org

Re: Sunshine Ordinance Task Force, File No. 19138

University of California and the Regents of the University of California¹

Dear Sunshine Ordinance Task Force:

1. Sunshine Ordinance Task Force, Public Complaint Procedure, B.4 states: "The case must be under the jurisdiction of the SOTF."
2. This case is not under the jurisdiction of the SOTF.
3. The complaint complains against the University of California and the Regents of the University of California.
4. Under the California Constitution, art. IX, § 9, the University of California and the Regents of the University of California are characterized as a "branch" of the State of California or "a statewide administrative agency." Regents of the Univ. of Calif. v. City of Santa Monica (1978) 77 Cal. App. 3d 130, 135.
5. The SOTF only has jurisdiction over entities of the government of the City and County of San Francisco. See Sunshine Ordinance Sec. 67.1(b) ("Elected officials, commissions, boards, councils and other agencies of the City and County exist to conduct the people's

¹ In providing this response we are not submitting to the SOTF's jurisdiction and reserve the right to continue to contest jurisdiction.

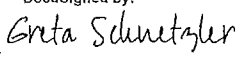


business”), emphasis added; 67.3(a) (“‘City’ shall mean the City and County of San Francisco”).

6. As state entities and “In view of the virtually plenary power of the Regents in the regulation of affairs relating to the university,” the University of California and the Regents of the University of California are not subject to municipal regulation. Regents of the Univ. of Calif. v. City of Santa Monica (1978) 77 Cal. App. 3d at 136.

Please contact me at greta.schnetzler@ucsf.edu for further communications on this matter.

Sincerely,

DocuSigned by:

32086F63E836457...
Greta W. Schnetzler



University of California
San Francisco

Office of the Executive Vice
Chancellor and Provost

513 Parnassus Avenue, S-115
San Francisco, CA 94143-0400
tel: 415/514-4317
fax: 415/476-0816

email: Brenda.Gee@ucsf.edu

November 20, 2019

Stephen Malloy

Sent via email to: grovestand2012@gmail.com

Re: California Public Records Act request 019-136

Dear Mr. Malloy:

In response to your request of November 8, 2019, made pursuant to the California Public Records Act (CPRA), which sought "... *communications and records ... concerning "Stephen Malloy"*, the University of California, San Francisco ("UCSF" or "University") responds as follows:

While UCSF cannot comment on the specifics of ongoing matters, please note that records related to allegations of misconduct are withheld during the pendency of an investigation pursuant to California Government Code §§ 6254(c) and 6255. CPRA does not require the release of records when it would impair the integrity of an investigation process. At this time, the public interest in withholding clearly outweighs the interest in disclosure.

Further, please note that whether a public entity ultimately discloses documents related to a completed report on allegations of misconduct is properly determined by considering whether the allegations made were well-founded and substantial in nature (*Am. Fed'n of State Etc. Emps. v. Regents of Univ. of Cal.*, 80 Cal. App. 3d 913, 146 Cal. Rptr. 42 (1978)). If the allegations are well-founded and substantial in nature, the disclosed documents may still include information that is exemption from production due to privilege and/or personal privacy.

Lastly, UCSF notes that the University's obligations under the California Information Practices Act were fulfilled when UCSF provided you 135 pages of records on February 7, 2019.

Your request is now closed.

Sincerely,

Brenda Gee

Communications, Policy, and Records
Office of the Executive Vice Chancellor and Provost



University of California
San Francisco

Office of the Executive Vice
Chancellor and Provost

513 Parnassus Avenue, S-115
San Francisco, CA 94143-0400
tel: 415/514-4317
fax: 415/476-0816

email: Brenda.Gee@ucsf.edu

November 7, 2019

Stephen Malloy

Sent via email to: grovestand2012@gmail.com

Re: California Public Records Act request 019-136

Dear Mr. Malloy:

Your request dated November 5, 2019, for records, "...a Global UCSF CPRA for all records concerning Stephen Malloy..." is overly broad and cannot be processed as submitted.

The University is able to respond to focused and specific requests (California Government Code §6253.1). Your request does not reasonably describe an identifiable record or records. The University notes that we have previously fulfilled an Information Practices Act request from you. UCSF produced 136 pages to you on February 7, 2019, thus fulfilling the University's obligations under California Civil Code 1798 et seq.

UCSF is glad to process a request that reasonably describes an identifiable record, but for the reasons stated above, the University cannot process the overly broad request as submitted; therefore, your request is now closed.

Sincerely,

A handwritten signature in black ink, appearing to read 'B. Gee', written over a horizontal line.

Brenda Gee
Communications, Policy, and Records
Office of the Executive Vice Chancellor and Provost

Leger, Cheryl (BOS)

From: SOTF, (BOS)
Sent: Thursday, February 13, 2020 9:07 AM
To: Dellner, Tom (UCSF)
Cc: Leger, Cheryl (BOS); Calvillo, Angela (BOS)
Subject: RE: Please Reply: SOTF - Notice of Appearance - Compliance and Amendments Committee; February 25, 2020; 4:30 p.m.

Tom:

I believe that the issue of jurisdiction should be revisited at the February 25, 2020 meeting and will bring it to the attention of the SOTF. The matter was initially review as part of a batch of complaints against various city agencies and they may not have notice that the University is not a city agency.

If the Committee determines that they do have jurisdiction on 2/25 the will move forward to consider the complaint.

Please call me if you have any questions.

Victor Young
Assistant Clerk
Board of Supervisors
phone 415-554-7723 | fax 415-554-5163
victor.young@sfgov.org | www.sfbos.org

From: Dellner, Tom <Tom.Dellner@ucsf.edu>
Sent: Wednesday, February 12, 2020 12:54 PM
To: SOTF, (BOS) <sotf@sfgov.org>
Cc: Schnetzler, Greta (UCSF) <Greta.Schnetzler@ucsf.edu>; Gee, Brenda (UCSF) <Brenda.Gee@ucsf.edu>
Subject: Please Reply: SOTF - Notice of Appearance - Compliance and Amendments Committee; February 25, 2020; 4:30 p.m.
Importance: High

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Pronouns: he, him, his

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To: "Boudin, Chesa (DAT)" <chesa@sfgov.org>, "Bastian, Alex (DAT)" <alex.bastian@sfgov.org>, S <grovestand2012@gmail.com>, "chancellor@ucsf.edu" <chancellor@ucsf.edu>, "Blackman, Sue (LIB)" <Sue.Blackman@sfpl.org>, "Lambert, Michael (LIB)" <michael.lambert@sfpl.org>, cjkohrs <ckohrs@gmail.com>, "ctoles@kernlaw.com" <ctoles@kernlaw.com>, "Campbell, Jayme (POL)" <Jayme.A.Campbell@sfgov.org>, "Cox, Andrew (POL)" <r.andrew.cox@sfgov.org>, "sanderries@andgolaw.com" <sanderries@andgolaw.com>, "nmitchell@andgolaw.com" <nmitchell@andgolaw.com>, "Vu, Tyler (PDR)" <tyler.vu@sfgov.org>
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Cheryl Leger
Assistant Clerk, Board of Supervisors
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Leger, Cheryl (BOS)

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Sent: Wednesday, February 12, 2020 12:54 PM
To: SOTF, (BOS)
Cc: Schnetzler, Greta (UCSF); Gee, Brenda (UCSF)
Subject: Please Reply: SOTF - Notice of Appearance - Compliance and Amendments Committee; February 25, 2020; 4:30 p.m.
Attachments: UCSF_Response_SF_Sunshine_Complaint_12.26.19.pdf; FW: action: SOTF - Complaint Filed with the Sunshine Ordinance Task Force - File No. 19138
Importance: High

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Complainants: Your attendance is required for this meeting/hearing.

Respondents/Departments: Pursuant to Section 67.21 (e) of the Ordinance, the custodian of records or a representative of your department, who can speak to the matter, is required at the meeting/hearing.

Complaints:

File No. 19130: Complaint filed by Stephen Malloy against Chesa Boudin and the District Attorney's Office for allegedly violating Administrative Code (Sunshine Ordinance), Section 67.21, by failing to respond to a public records request in a timely and/or complete manner.

File No. 19138: Complaint filed by Stephen Malloy against the University of California, Regents of the University of California, for allegedly violating Administrative Code (Sunshine Ordinance), Sections 67.21, by failing to respond to a public records request in a timely and/or complete manner.

File No. 19146: Complaint filed by Anonymous against City Librarian Michael Lambert and the Public Library for allegedly violating Administrative Code (Sunshine Ordinance), Section 67.21, by failing to request for public records in a timely and/or complete manner.


File No. 19145: Complaint filed by Chris Kohrs against the Police Commission for allegedly violating Administrative Code (Sunshine Ordinance), Sections 67.5 and 67.21, by failing to respond to a public records request in a timely and/or complete manner.

File No. 19114: Complaint filed by Shane Anderies against Tyler Vu and the Public Defender's Office for allegedly violating Administrative Code (Sunshine Ordinance), Section 67.24, 67.25, 67.26, 67.27 and 67.29 by failing to respond to an Immediate Disclosure Request in a timely and/or complete manner.

Documentation (evidence supporting/disputing complaint)

For a document to be considered, it must be received at least five (5) working days before the hearing (see attached Public Complaint Procedure). *For inclusion into the agenda packet, supplemental/supporting documents must be received by 5:00 pm, February 18, 2020.*

Cheryl Leger
Assistant Clerk, Board of Supervisors
Tel: 415-554-7724

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Leger, Cheryl (BOS)

From: SGM <grovestand2012@gmail.com>
Sent: Friday, September 25, 2020 2:49 PM
To: Leger, Cheryl (BOS)
Subject: Re: Scheduling of matters

This message is from outside the City email system. Do not open links or attachments from untrusted sources.

19138 please.

Thank you Cheryl.

Stephen

On Sep 25, 2020, at 2:46 PM, Leger, Cheryl (BOS) <cheryl.leger@sfgov.org> wrote:

Mr. Malloy: Per the Chair of the SOTF, I write to ask you which of your two matters should be heard first. They are listed below. We would like to schedule one of them for the October 7, 2020 SOTF hearing. We are leaving the decision to you. Thank you.

File No. 19138: Complaint filed by Stephen Malloy against the University of California, Regents of the University of California, for allegedly violating Administrative Code (Sunshine Ordinance), Sections 67.21, by failing to respond to a public records request in a timely and/or complete manner.

File No. 19140: Complaint filed by Stephen Malloy against the Department of Human Resources for allegedly violating Administrative Code (Sunshine Ordinance), Sections 67.21 and 67.25, by failing to respond to a request for public records in a timely and/or complete manner.

Cheryl Leger
Assistant Clerk, Board of Supervisors
Cheryl.Leger@sfgov.org
Tel: 415-554-7724
Fax: 415-554-5163
www.sfbos.org



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elects to submit to the Board and its committees—may appear on the Board of Supervisors website or in other public documents that members of the public may inspect or copy.

Leger, Cheryl (BOS)

From: SOTF, (BOS)
Sent: Tuesday, August 18, 2020 12:33 PM
To: Steinberg, David (DPW); 79356-20639593@requests.muckrock.com; 76435-93915115@requests.muckrock.com; Cox, Andrew (POL); rwhartzjr@comcast.net; Vitusl@sfoo.org; TanyaP@sfoo.org; Buell, Mark (REC); anntreboux@yahoo.com; Cote, John (CAT); BAUMGARTNER, MARGARET (CAT); CityAttorney (CAT); Licudine-Barker, Arlene (TIS); Gerull, Linda (TIS); Makstman, Michael (TIS); arecordsrequestor@pm.me; 80695-54486849@requests.muckrock.com; Cote, John (CAT); CityAttorney (CAT); WALSH, MOIRA (CAT); CLARK, JANA (CAT); SNODGRASS, WAYNE (CAT); SHEN, ANDREW (CAT); RUSSI, BRAD (CAT); RIES, DAVID (CAT); CABRERA, ALICIA (CAT); ZAREFSKY, PAUL (CAT); MINTY, SCOTT (CAT); GIVNER, JON (CAT); COOLBRITH, ELIZABETH (CAT); BUTA, ODAYA (CAT); 80239-52834911@requests.muckrock.com; Hirsch, Bob (POL); Taylor, Damali (POL); De Jesus, Peterkent (POL); Hamasaki, John (POL); cindy.n.elias@sfgov.org; Brookter, Dion-Jay (POL); Campbell, Jayme (POL); Patterson, Kate (LIB); Lambert, Michael (LIB); Krell, Rebekah (ART); 84031-44127205@requests.muckrock.com; Cox, Andrew (POL); Scott, William (POL); Rodriguez, Brian (POL); Andraychak, Michael (POL); SGM; Bastian, Alex (DAT); Boudin, Chesa (DAT); 84162-44435865@requests.muckrock.com; Cisneros, Jose (TTX); 84182-48147675@requests.muckrock.com; , ADMSunshinerequests (ADM); Kelly, Naomi (ADM); chancellor@ucsf.edu; 84500-13253092@requests.muckrock.com; Voong, Henry (HRD); Buick, Jeanne (HRD); McHale, Maggie (HRD); 83872-25170468@requests.muckrock.com; Scott, William (POL); 84168-39742724@requests.muckrock.com; Miyamoto, Paul (SHF); ckohrs@gmail.com; Youngblood, Stacy (POL); ctoles@kernlaw.com
Subject: SOTF - Waiver of the 45-Day Rule

Dear SOTF Petitioners, Respondents and other Stakeholders:

As you most likely know SOTF operations have been delayed over the last few months due to the Covid-19 emergency. The SOTF have started to conduct remote meetings via videoconference and are working to establish procedures to resume all operations including the processing of complaints.

While the Sunshine Ordinance requires that certain actions be taken within 45 days, the Covid-19 emergency has forced delays and immense new backlogs for complaint hearings. We write today to ask if you are willing to waive the 45 day rule for your complaint.

The SOTF intends to resume hearing complaints *on a limited basis and complaints will be* queued to be heard in the near future. We continue to work to address technical issues posed by remote meetings. We are aware of the time sensitivity of your records requests. Please be assured that the SOTF appreciates the urgency of your matters and the importance of handling them in a timely manner.

If you have further questions about your files or have other issues, please feel free to email the SOTF Administrator at the email below.

Cheryl Leger
Assistant Clerk, Board of Supervisors
Cheryl.Leger@sfgov.org
Tel: 415-554-7724
Fax: 415-554-5163
www.sfbos.org

Leger, Cheryl (BOS)

From: SGM <grovestand2012@gmail.com>
Sent: Friday, September 25, 2020 6:23 PM
To: SOTF, (BOS)
Subject: Re: SOTF - Notice of Appearance, October 7 2020 - Sunshine Ordinance Task Force; 4:00 PM; remote meeting
Attachments: SOTF - Complaint Procedure 2019-10-02 FINAL.pdf

This message is from outside the City email system. Do not open links or attachments from untrusted sources.

Confirmed. Thank you Cheryl.

Stephen

On Sep 25, 2020, at 4:35 PM, SOTF, (BOS) <sotf@sfgov.org> wrote:

Dear Mr. Malloy and the Chancellor of the University of California: Please excuse the tardiness of this email and any confusion that might have resulted in the various emails outlined below. Mr. Malloy has requested that matter 19138 stated below be heard before the Sunshine Ordinance Task Force on October 7, 2020 at 4:00 PM. This meeting will take place remotely. A copy of the Agenda for the meeting will be emailed on October 2 and include a telephone number and meeting ID. Please get your supporting documents and/or communications to me by Wednesday, September 30 at 5:00 PM. I have attached a copy of the Complaint Procedures for your reference.

Cheryl Leger
Assistant Clerk, Board of Supervisors
Cheryl.Leger@sfgov.org
Tel: 415-554-7724
Fax: 415-554-5163
www.sfbos.org



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From: SOTF, (BOS)
Sent: Friday, September 25, 2020 2:05 PM
To: 'SGM' <grovestand2012@gmail.com>; 'chancellor@ucsf.edu' <chancellor@ucsf.edu>
Subject: RE: SOTF - Notice of Appearance, October 7 2020 - Sunshine Ordinance Task Force; 4:00 PM; remote meeting

Good Afternoon: The Chair of the Sunshine Ordinance Task Force has requested that matter No. 19138 listed below be heard at a later time. Thank you.

Cheryl Leger
Assistant Clerk, Board of Supervisors
Cheryl.Leger@sfgov.org
Tel: 415-554-7724
Fax: 415-554-5163
www.sfbos.org



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From: SOTF, (BOS)
Sent: Friday, September 25, 2020 11:48 AM
To: 'SGM' <grovestand2012@gmail.com>; 'chancellor@ucsf.edu' <chancellor@ucsf.edu>
Subject: SOTF - Notice of Appearance, October 7 2020 - Sunshine Ordinance Task Force; 4:00 PM; remote meeting

Good Morning:

You are receiving this notice because you are named as a Complainant or Respondent in one of the following complaints scheduled before the Sunshine Ordinance Task Force to: 1) hear the merits of the complaint; 2) issue a determination; and/or 3) consider referrals from a Task Force Committee.

Date: October 7, 2020
Location: Remote meeting
Time: 4:00 p.m.

Complainants: Your attendance is required for this meeting/hearing.

Respondents/Departments: Pursuant to Section 67.21 (e) of the Ordinance, the custodian of records or a representative of your department, who can speak to the matter, is required at the meeting/hearing.

Complaints:

File No. 19138: Complaint filed by Stephen Malloy against the University of California, Regents of the University of California, for allegedly violating Administrative Code (Sunshine Ordinance), Sections 67.21, by failing to respond to a public records request in a timely and/or complete manner.

Documentation (evidence supporting/disputing complaint)

For a document to be considered, it must be received at least five (5) working days before the hearing (see attached Public Complaint Procedure).

For inclusion in the agenda packet, supplemental/supporting documents must be received by **5:00 pm, September 30, 2020.**

Cheryl Leger
Assistant Clerk, Board of Supervisors
Tel: 415-554-7724



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Leger, Cheryl (BOS)

From: SOTF, (BOS)
Sent: Thursday, February 6, 2020 3:04 PM
To: Boudin, Chesa (DAT); Bastian, Alex (DAT); S; chancellor@ucsf.edu; Blackman, Sue (LIB); Lambert, Michael (LIB); cjkohrs; ctoles@kernlaw.com; Campbell, Jayme (POL); Cox, Andrew (POL); sanderies@andgolaw.com; nmitchell@andgolaw.com; Vu, Tyler (PDR)
Subject: SOTF - Notice of Appearance - Compliance and Amendments Committee; February 25, 2020; 4:30 p.m.

Good Afternoon:

You are receiving this notice because you are named as a Complainant or Respondent in one of the following complaints scheduled before the Compliance and Amendments Committee to: 1) hear the merits of the complaint; 2) issue a determination; and/or 3) consider referrals from a Task Force Committee.

Date: February 25, 2020

Location: City Hall, Room 408

Time: 4:30 p.m.

Complainants: Your attendance is required for this meeting/hearing.

Respondents/Departments: Pursuant to Section 67.21 (e) of the Ordinance, the custodian of records or a representative of your department, who can speak to the matter, is required at the meeting/hearing.

Complaints:

File No. 19130: Complaint filed by Stephen Malloy against Chesa Boudin and the District Attorney's Office for allegedly violating Administrative Code (Sunshine Ordinance), Section 67.21, by failing to respond to a public records request in a timely and/or complete manner.

File No. 19138: Complaint filed by Stephen Malloy against the University of California, Regents of the University of California, for allegedly violating Administrative Code (Sunshine Ordinance), Sections 67.21, by failing to respond to a public records request in a timely and/or complete manner.

File No. 19146: Complaint filed by Anonymous against City Librarian Michael Lambert and the Public Library for allegedly violating Administrative Code (Sunshine Ordinance), Section 67.21, by failing to request for public records in a timely and/or complete manner.


File No. 19145: Complaint filed by Chris Kohrs against the Police Commission for allegedly violating Administrative Code (Sunshine Ordinance), Sections 67.5 and 67.21, by failing to respond to a public records request in a timely and/or complete manner.

File No. 19114: Complaint filed by Shane Anderies against Tyler Vu and the Public Defender's Office for allegedly violating Administrative Code (Sunshine Ordinance), Section 67.24, 67.25, 67.26, 67.27 and 67.29 by failing to respond to an Immediate Disclosure Request in a timely and/or complete manner.

Documentation (evidence supporting/disputing complaint)

For a document to be considered, it must be received at least five (5) working days before the hearing (see attached Public Complaint Procedure). *For inclusion into the agenda packet, supplemental/supporting documents must be received by 5:00 pm, February 18, 2020.*

Cheryl Leger
Assistant Clerk, Board of Supervisors
Tel: 415-554-7724

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Leger, Cheryl (BOS)

From: SOTF, (BOS)
Sent: Thursday, February 6, 2020 12:59 PM
To: WOLF, MARC (CAT); THOREEN, PEDER (CAT)
Subject: SOTF - Request for DCA Memo; file no. 19138; set 1 of 3
Attachments: SOTF - Notice of Appearance to Determine Jurisdiction - Compliance and Amendments Committee; January 28, 2020; SOTF - Request for Complaint form; file no. 19138; Re: SOTF - Complaint Filed with the Sunshine Ordinance Task Force - File No. 19138; Re: SOTF - Complaint Filed with the Sunshine Ordinance Task Force - File No. 19138; 19138 Complaint.pdf; 19138 Malloy UC-UCSF SO Task Force Complaint.pdf; New Response Complaint Form

Dear Marc and Peder:

This is a request for a DCA Memo for file no. 19138. Attached are the materials, set 1 of 3, you will need to prepare it. This matter is scheduled to be heard on February 25, so if you could get the memo to Victor by 2/19/20 that would be great. Thanks.

Cheryl Leger
Assistant Clerk, Board of Supervisors
Tel: 415-554-7724



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Leger, Cheryl (BOS)

From: Dellner, Tom <Tom.Dellner@ucsf.edu>
Sent: Thursday, December 26, 2019 8:17 AM
To: SOTF, (BOS)
Cc: Chancellor; Gee, Brenda (UCSF); Schnetzler, Greta (UCSF); Mark Morodomi
Subject: FW: action: SOTF - Complaint Filed with the Sunshine Ordinance Task Force - File No. 19138
Attachments: UCSF_Response_SF_Sunshine_Complaint_12.26.19.pdf
Importance: High

Dear Ms. Leger and/or SOTF,

On behalf of UCSF Chief Campus Counsel, Greta W. Schnetzler, please find attached hereto a response letter to the notice of SOTF File No 19138.

Kind regards,
Tom Dellner
Analyst
UCSF Legal Affairs
415-476-2812
tom.dellner@ucsf.edu

From: SOTF, (BOS) <sotf@sfgov.org>
Sent: Thursday, December 19, 2019 3:24 PM
To: Chancellor <Chancellor@ucsf.edu>
Cc: Stephen <grovestand2012@gmail.com>
Subject: SOTF - Complaint Filed with the Sunshine Ordinance Task Force - File No. 19138

Good Afternoon:

The University of California and the Regents of the University of California have been named as Respondents in the attached complaint filed with the Sunshine Ordinance Task Force. Please respond to the following complaint/request within five business days.

The Respondent is required to submit a written response to the allegations including any and all supporting documents, recordings, electronic media, etc., to the Task Force within five (5) business days of receipt of this notice. This is your opportunity to provide a full explanation to allow the Task Force to be fully informed in considering your response prior its meeting.

Please include the following information in your response if applicable:

1. List all relevant records with descriptions that have been provided pursuant to the Complainant request.
2. Date the relevant records were provided to the Complainant.
3. Description of the method used, along with any relevant search terms used, to search for the relevant records.

4. Statement/declaration that all relevant documents have been provided, does not exist, or has been excluded.
5. Copy of the original request for records (if applicable).

Please refer to the File Number when submitting any new information and/or supporting documents pertaining to this complaint.

The Complainant alleges:
Complaint Attached.

Cheryl Leger
Assistant Clerk, Board of Supervisors
Tel: 415-554-7724



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Leger, Cheryl (BOS)

From: SOTF, (BOS)
Sent: Monday, January 13, 2020 3:22 PM
To: '76434-70600365@requests.muckrock.com'; Heckel, Hank (MYR); '79182-05441065@requests.muckrock.com'; Gerull, Linda (TIS); 'D'Amato, Nina (TIS)'; '79356-20639593@requests.muckrock.com'; Nuru, Mohammed (DPW); Steinberg, David (DPW); 'S'; Vien, Veronica (DPH); Ludwig, Theresa (FIR); 'Con Rad'; Peters, Michelle (PUC); seamusthompson66@gmail.com; Cox, Andrew (POL); Makstman, Michael (TIS); Licudine-Barker, Arlene (TIS); 'Anonymous'; '80695-54486849@requests.muckrock.com'; 'Cote, John (CAT)'; '80239-52834911@requests.muckrock.com'; Hirsch, Bob (POL); Taylor, Damali (POL); Mazzucco, Thomas (POL); Hamasaki, John (POL); Elias, Cindy (POL); Brookter, Dion-Jay (POL); Campbell, Jayme (POL); Blackman, Sue (LIB); 'Kniha, Paul'; 'janine@majlabor.com'; '80368-97597279@requests.muckrock.com'; Rosenfield, Ben (CON); 'trebouxann@yahoo.com'; Krell, Rebekah (ART); '84031-44127205@requests.muckrock.com'; 'Scott, William (POL)'; Cox, Andrew (POL); Rodriguez, Brian (POL); Andraychak, Michael (POL); Bastian, Alex (DAT); '84162-44435865@requests.muckrock.com'; Cisneros, Jose (TTX); Buckley, Theresa (TTX); '84181-53996453@requests.muckrock.com'; '84168-39742724@requests.muckrock.com'; Carroll, Maryellen (DEM); 84164-62563184@requests.muckrock.com; Maguire, Tom (MTA); 'Celaya, Caroline'; '84166-59035583@requests.muckrock.com'; Reiter, Rob (ADM); Mazzola, Lori (ADM); Miyamoto, Paul (SHF); Kelleher, William (SHF); '84182-48147675@requests.muckrock.com'; Kelly, Naomi (ADM); , ADMSunshinerequests (ADM); '84184-60623262@requests.muckrock.com'; 'Megan Bourne'; Campbell, Thomas (FAM); '84500-13253092@requests.muckrock.com'; Buick, Jeanne (HRD); Voong, Henry (HRD); Gard, Susan (HRD); Voong, Henry (HRD); '83872-25170468@requests.muckrock.com'; '84168-39742724@requests.muckrock.com'; Wilson, James (SHF); '83876-31149286@requests.muckrock.com'; Henderson, Paul (DPA); Rosenstein, Diana (DPA); Polk, Mary (DPA); Wargo-Wilson, Stephanie (DPA); Campbell, Jayme (POL); 'cjkohrs'
Subject: SOTF - Notice of Appearance to Determine Jurisdiction - Compliance and Amendments Committee; January 28, 2020

Good Afternoon:

Notice is hereby given that the Compliance and Amendments Committee of the Sunshine Ordinance Task Force shall hold hearings on complaints listed below to determine if the Task Force has jurisdiction pursuant to Administrative Code (Sunshine Ordinance), Section 67.21(e). A hearing to review the merits of the complaint will be scheduled on a future date.

The Complainant and Respondent are **NOT REQUIRED** to attend the January 28, 2020, Committee meeting but may attend to provide testimony related to the above listed determinations only.

Date: January 28, 2020

Location: City Hall, Room 408

Time: 4:30 p.m.

Complaints:

File No. 19091: Complaint filed by Anonymous against Mayor London Breed, the Office of the Mayor, Hank Heckel, Sean Elsbernd, Andres Power, Andrea Bruss, Marjon Phillhour, Jeff Cretan, Sophia Kittler for allegedly violating Administrative Code, (Sunshine Ordinance) Sections 67.21, 67.26, 67.27 and 67.29-7, by failing to respond to a request for public records in a timely and/or complete manner.

File No. 19094: Complaint filed by Anonymous against Linda Gerull and the Department of Technology for allegedly violating Administrative Code (Sunshine Ordinance), Sections 67.21, 67.25, 67.26 and 67.27 by failing to respond to a public records request in a timely and/or complete manner.

File No. 19097: Complaint filed by Anonymous against Public Works for allegedly violating Administrative Code (Sunshine Ordinance), Sections 67.21, 67.26 and 67.27, by failing to respond to a public records request in a timely and/or complete manner.

File No. 19109: Complaint filed by Stephen Malloy against Dept. of Public Health for allegedly violating Administrative Code (Sunshine Ordinance), Sections 67.24, 67.25, 67.26 and 67.27 by failing to respond to a public records request in a timely and/or complete manner.

File No. 19110: Complaint filed by Stephen Malloy against the Fire Department for allegedly violating Administrative Code (Sunshine Ordinance), Sections 67.24, 67.25, 67.26 and 67.27 by failing to respond to a public records request in a timely and/or complete manner.

File No. 19117: Complaint filed by Conrad Wu against the Public Utilities Commission for allegedly violating Administrative Code, (Sunshine Ordinance) Sections 67.25 by failing to respond to a public records request in a timely and/or complete manner.

File No. 19118: Complaint filed by Paul Ondik against the Police Department for allegedly violating Administrative Code (Sunshine Ordinance), Sections 67.21(b), by failing to respond to a records request in a timely and/or complete manner.

File No. 19119: Complaint filed by Anonymous against the Department of Technology for allegedly violating Administrative Code (Sunshine Ordinance), Sections 67.21(b), 67.26 and 67.27 by failing to respond to a public records request in a timely and/or complete manner.

File No. 19120: Complaint filed by Anonymous against the Office of the City Attorney for allegedly violating Administrative Code (Sunshine Ordinance), Sections 67.21(b)(c), 67.26, 67.27, by failing to respond to a request for public records in a timely and/or complete manner; failing to justify withholding of records and failing to provide assistance.

File No. 19121: Complaint filed by Anonymous against the Police Commission for allegedly violating Administrative Code (Sunshine Ordinance), Sections 67.21(b)(k), 67.26 and 67.27, by failing to respond to a public records request in a timely and/or complete manner; withholding more than the minimum and failing to justify withholding.

File No. 19122: Complaint filed by Anonymous against City Librarian Michael Lambert and the Public Library for allegedly violating Administrative Code (Sunshine Ordinance), Section 67.25, by failing to respond to an Immediate Disclosure Request in a timely and/or complete manner.

File No. 19123: Complaint filed by Paul Kniha against the San Francisco Municipal Executive Association for allegedly violating Administrative Code, (Sunshine Ordinance), Section 67.21, by failing to respond to a public records request in a timely and/or complete manner.

File No. 19125: Complaint filed by Anonymous against the Controller's Office for allegedly violating Administrative Code (Sunshine Ordinance), Sections 67.21(b)(c)(k), 67.26, 67.27, by failing to respond to a request for records in a timely and/or complete manner, failing to assist, withheld more than the minimally exempt portion of a public record, failing to justify withholdings with clear reference to exemption statute or case law and failing to provide an exact copy of records.

File No. 19126: Complaint filed by Ann Treboux against the San Francisco Arts Commission for allegedly violating Administrative Code (Sunshine Ordinance), Section 67.25, by failing to respond to an Immediate Disclosure Request in a timely and/or complete manner.

File No. 19128: Complaint filed by Anonymous against Chief William Scott, Sgt. Brian Rodriguez, Michael Andraychak and the Police Department for allegedly violating Administrative Code (Sunshine Ordinance), Sections 67.21, 67.25, 67.26, 67.27 and 67.29-7(a), by failing to respond to an Immediate Disclosure Request in a timely and/or complete manner.

File No. 19130: Complaint filed by Stephen Malloy against Chesa Boudin and the District Attorney's Office for allegedly violating Administrative Code (Sunshine Ordinance), Section 67.21, by failing to respond to a public records request in a timely and/or complete manner.

File No. 19131: Complaint filed by Anonymous against Jose Cisneros, Theresa Buckley and the Treasurer's Office for allegedly violating Administrative Code (Sunshine Ordinance), Sections 67.21, 67.24, 67.26, 67.27, by failing to respond to a request for records in a timely and/or complete manner, failing to assist, withheld more than the minimally exempt portion of a public record.

File No. 19132: Complaint filed by Anonymous against Mary Ellen Carroll and the Department of Emergency Management for allegedly violating Administrative Code (Sunshine Ordinance), Sections 67.21 and 67.25, by failing to respond to an Immediate Disclosure Request in a timely and/or complete manner.

File No. 19133: Complaint filed by Anonymous against Tom Maguire and the San Francisco Municipal Transportation Agency for allegedly violating Administrative Code (Sunshine Ordinance), Sections 67.21 and 67.25, by failing to respond to an Immediate Disclosure Request in a timely and/or complete manner.

File No. 19134: Complaint filed by Anonymous against Rob Reiter and City Hall Building Management for allegedly violating Administrative Code (Sunshine Ordinance), Sections 67.21 and 67.25 by failing to respond to an Immediate Disclosure Request in a timely and/or complete manner.

File No. 19135: Complaint filed by Anonymous against Vicki Hennessy and the Sheriff's Department for allegedly violating Administrative Code (Sunshine Ordinance), Sections 67.21 and 67.25 by failing to respond to an Immediate Disclosure Request in a timely and/or complete manner.

File No. 19136: Complaint filed by Anonymous against Naomi Kelly and the Office of the City Administrator for allegedly violating Administrative Code (Sunshine Ordinance), Sections 67.21 and 67.25 by failing to respond to an Immediate Disclosure Request in a timely and/or complete manner.

File No. 19137: Complaint filed by Anonymous against Thomas P. Campbell and the Fine Arts Museum for allegedly violating Administrative Code (Sunshine Ordinance), Sections 67.21, 67.25 and 67.34 by failing to respond to an Immediate Disclosure Request in a timely and/or complete manner.

File No. 19138: Complaint filed by Stephen Malloy against the University of California, Regents of the University of California, for allegedly violating Administrative Code (Sunshine Ordinance), Sections 67.21, by failing to respond to a public records request in a timely and/or complete manner.

File No. 19139: Complaint filed by Anonymous against Jeanne Buick, Henry Voong and the Department of Human Resources for allegedly violating Administrative Code (Sunshine Ordinance), Sections 67.24, 67.26 and 67.27(a), by withholding public records.

File No. 19140: Complaint filed by Stephen Malloy against the Department of Human Resources for allegedly violating Administrative Code (Sunshine Ordinance), Sections 67.21 and 67.25, by failing to respond to a request for public records in a timely and/or complete manner.

File No. 19141: Complaint filed by Anonymous against Chief William Scott and the Police Department for allegedly violating Administrative Code (Sunshine Ordinance), Sections 67.21 and 67.25, by failing to respond to an Immediate Disclosure Request in a timely and/or complete manner.

File No. 19143: Complaint filed by Anonymous against Sheriff Vicki Hennessy, James Wilson and the Sheriff's Department for allegedly violating Administrative Code (Sunshine Ordinance), Sections 67.24, 67.25 and 67.27, by failing to respond to an Immediate Disclosure Request in a timely and/or complete manner.

File No. 19144: Complaint filed by Anonymous against the Department of Police Accountability for allegedly violating Administrative Code (Sunshine Ordinance), Sections, 67.21, 67.24, 67.26 and 67.27, by failing to respond to a public records request in a timely and/or complete manner.

File No. 19145: Complaint filed by Anonymous against the Police Commission for allegedly violating Administrative Code (Sunshine Ordinance), Sections 67.5 and 67.21, by failing to respond to a public records request in a timely and/or complete manner.

File No. 19146: Complaint filed by Anonymous against City Librarian Michael Lambert and the Public Library for allegedly violating Administrative Code (Sunshine Ordinance), Section 67.21, by failing to request for public records in a timely and/or complete manner.

The agenda and packet material for the meeting is available online at the following link:

Cheryl Leger
Assistant Clerk, Board of Supervisors
Tel: 415-554-7724

 Click [here](#) to complete a Board of Supervisors Customer Service Satisfaction form.

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communicate with the Board of Supervisors and its committees. All written or oral communications that members of the public submit to the Clerk's Office regarding pending legislation or hearings will be made available to all members of the public for inspection and copying. The Clerk's Office does not redact any information from these submissions. This means that personal information—including names, phone numbers, addresses and similar information that a member of the public elects to submit to the Board and its committees—may appear on the Board of Supervisors website or in other public documents that members of the public may inspect or copy.

Leger, Cheryl (BOS)

From: Stephen <grovestand2012@gmail.com>
Sent: Tuesday, December 31, 2019 4:25 PM
To: SOTF, (BOS)
Subject: Re: SOTF - Request for Complaint form; file no. 19138

This message is from outside the City email system. Do not open links or attachments from untrusted sources.

Hi Cheryl,

I will get this to you, sorry I missed earlier. I should be back to the library Friday or Monday to drop it off.

Thank you and Happy New Year 🎉🎊🎊

On Dec 19, 2019, at 12:13 PM, SOTF, (BOS) <sof@sfgov.org> wrote:

Dear Stephen:

It was good to see you at the hearing Tuesday. Now you have an idea of how we work as a Commission.

I need you to complete the Complaint Form attached in the link below the University of California matter (file no. 19138). If you need to come to our offices to complete it by hand, you are welcome to do that and the sooner the better. Just keep me posted. I want to send your complaint to the correct party. Just a note, the SOTF may find that there is no jurisdiction for your UC complaint. UC is a state agency, not a city agency and the Sunshine Task Force only applies claims against city agencies. Thank you.

<https://sfgov.org/sunshine/filing-complaint-sunshine-ordinance-task-force>

Cheryl Leger
Assistant Clerk, Board of Supervisors
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<image001.png>

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Leger, Cheryl (BOS)

From: SOTF, (BOS)
Sent: Thursday, December 19, 2019 3:24 PM
To: 'chancellor@ucsf.edu'
Cc: 'Stephen'
Subject: SOTF - Complaint Filed with the Sunshine Ordinance Task Force - File No. 19138
Attachments: SOTF - Complaint Procedure 2019-10-02 FINAL.pdf; 19138 Complaint.pdf

Good Afternoon:

The University of California and the Regents of the University of California have been named as Respondents in the attached complaint filed with the Sunshine Ordinance Task Force. Please respond to the following complaint/request within five business days.

The Respondent is required to submit a written response to the allegations including any and all supporting documents, recordings, electronic media, etc., to the Task Force within five (5) business days of receipt of this notice. This is your opportunity to provide a full explanation to allow the Task Force to be fully informed in considering your response prior its meeting.

Please include the following information in your response if applicable:

1. List all relevant records with descriptions that have been provided pursuant to the Complainant request.
2. Date the relevant records were provided to the Complainant.
3. Description of the method used, along with any relevant search terms used, to search for the relevant records.
4. Statement/declaration that all relevant documents have been provided, does not exist, or has been excluded.
5. Copy of the original request for records (if applicable).

Please refer to the File Number when submitting any new information and/or supporting documents pertaining to this complaint.

The Complainant alleges:
Complaint Attached.

Cheryl Leger
Assistant Clerk, Board of Supervisors
Tel: 415-554-7724



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