

**City and County of San Francisco  
Office of Contract Administration  
Purchasing Division**

**First Amendment**

THIS AMENDMENT (this “Amendment”) is made as of **July 1, 2022**, in San Francisco, California, by and between **Special Service for Groups, Inc** (“Contractor”), and the City and County of San Francisco, a municipal corporation (“City”), acting by and through its Director of the Office of Contract Administration.

**Recitals**

WHEREAS, City and Contractor have entered into the Agreement (as defined below); and

WHEREAS, City and Contractor desire to modify the Agreement on the terms and conditions set forth herein to extend the performance period, increase the contract amount, and update standard contractual clauses; and

WHEREAS, this Agreement was competitively procured as required by San Francisco Administrative Code Chapter 21.1 through multiple Requests for Proposals (“RFP”) and Request for Qualification (“RFQ”), RFP 1-2017, DCYF 2018-23 and RFQ 13-2017 issued on March 7, 2017, July 31, 2017 and September 28, 2017 respectively, in which City selected Contractor as the highest qualified scorer pursuant to the RFP and RFQ, and as per Administrative Code Section 21.42 through Sole Source granted on June 5, 2018; and

WHEREAS, approval for the original Agreement was obtained on June 19, 2017 from the Civil Service Commission under PSC number 46987 – 16/17 in the amount of \$75,000,000 for the period commencing July 1, 2017 and ending June 30, 2022; and

WHEREAS, approval for this Amendment was obtained on August 3, 2020 from the Civil Service Commission under PSC number 46987 – 16/17 in the amount of \$233,200,000 for the period commencing July 1, 2017 and ending June 30, 2027;

NOW, THEREFORE, Contractor and the City agree as follows:

**Article 1      Definitions**

The following definitions shall apply to this Amendment:

1.1      **Agreement.** The term “Agreement” shall mean the Agreement dated July 1, 2018 between Contractor and City.

1.2      **Other Terms.** Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Agreement.

## Article 2 Modifications to the Agreement.

The Agreement is hereby modified as follows:

### 2.1 **Definitions.** *The following is hereby added to the Agreement as a Definition in Article 1:*

1.10 “Confidential Information” means confidential City information including, but not limited to, personally-identifiable information (“PII”), protected health information (“PHI”), or individual financial information (collectively, “Proprietary or Confidential Information”) that is subject to local, state or federal laws restricting the use and disclosure of such information, including, but not limited to, Article 1, Section 1 of the California Constitution; the California Information Practices Act (Civil Code § 1798 et seq.); the California Confidentiality of Medical Information Act (Civil Code § 56 et seq.); the federal Gramm-Leach-Bliley Act (15 U.S.C. §§ 6801(b) and 6805(b)(2)); the privacy and information security aspects of the Administrative Simplification provisions of the federal Health Insurance Portability and Accountability Act (45 CFR Part 160 and Subparts A, C, and E of part 164); and San Francisco Administrative Code Chapter 12M (Chapter 12M).

### 2.2 **Term of the Agreement.** *Section 2.1 Term of the Agreement currently reads as follows:*

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

#### **Such section is hereby amended in its entirety to read as follows:**

2.1 The term of this Agreement shall commence on the latter of: (i) July 1, 2018; or (ii) the Effective Date and expire on June 30, 2023, unless earlier terminated as otherwise provided herein.

### 2.3 **Payment.** *Section 3.3.1 Payment of the Agreement currently reads as follows:*

3.3.1 **Payment.** Contractor shall provide an invoice to the City on a monthly basis for Services completed in the immediate preceding month, unless a different schedule is set out in Appendix B, "Calculation of Charges." Compensation shall be made for Services identified in the invoice that the Director of Health, in his or her sole discretion, concludes has been satisfactorily performed. Payment shall be made within 30 calendar days of receipt of the invoice, unless the City notifies the Contractor that a dispute as to the invoice exists. In no event shall the amount of this Agreement exceed **Eight Million Eighty Three Thousand Six Hundred Four Dollars (\$8,083,604)**. The breakdown of charges associated with this Agreement appears in Appendix B, “Calculation of Charges,” attached hereto and incorporated by reference as though fully set forth herein. A portion of payment may be withheld until conclusion of the Agreement if agreed to by both parties as retainage, described in Appendix B. In no event shall City be liable for interest or late charges for any late payments.

#### **Such section is hereby amended in its entirety to read as follows:**

3.3.1 **Payment.** Contractor shall provide an invoice to the City on a monthly basis for Services completed in the immediate preceding month, unless a different schedule is set out in Appendix B, "Calculation of Charges." Compensation shall be made for Services identified in the invoice that the Director of Health, in his or her sole discretion, concludes has been satisfactorily performed. Payment shall be made within 30 calendar days of receipt of the invoice, unless the City notifies the Contractor that a dispute as to the invoice exists. In no event

shall the amount of this Agreement exceed **Nine Million Nine Hundred Seventy Two Thousand Seven Hundred Thirteen Dollars (\$9,972,713)**. The breakdown of charges associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein. A portion of payment may be withheld until conclusion of the Agreement if agreed to by both parties as retainage, described in Appendix B. In no event shall City be liable for interest or late charges for any late payments.

**2.4 Contract Amendments; Budgeting Revisions.** *The following is hereby added to Article 3 of the Agreement:*

**3.7 Contract Amendments; Budgeting Revisions.**

**3.7.1 Formal Contract Amendment:** Contractor shall not be entitled to an increase in the Compensation or an extension of the Term unless the Parties agree to a Formal Amendment in accordance with the San Francisco Administrative Code and Section 11.5 (Modifications of this Agreement).

**3.7.2 City Revisions to Program Budgets:** The City shall have authority, without the execution of a Formal Amendment, to purchase additional Services and/or make changes to the work in accordance with the terms of this Agreement (including such terms that require Contractor's agreement), not involving an increase in the Compensation or the Term by use of a written City Revision to Program Budget.

**3.7.3 City Program Scope Reduction.** In order to preserve the Agreement and enable Contractor to continue to perform work albeit potentially on a reduced basis, the City shall have authority during the Term of the Agreement, without the execution of a Formal Amendment, to reduce scope, temporarily suspend the Agreement work, and/or convert the Term to month-to-month (Program Scope Reduction), by use of a written Revision to Program Budgets, executed by the Director of Health, or his or her designee, and Contractor. Contractor understands and agrees that the City's right to effect a Program Scope Reduction is intended to serve a public purpose and to protect the public fisc and is not intended to cause harm to or penalize Contractor. Contractor provides City with a full and final release of all claims arising from a Program Scope Reduction. Contractor further agrees that it will not sue the City for damages arising directly or indirectly from a City Program Scope Reduction.

**2.5 Contractor Vaccination Policy.** *The following is hereby added to Article 4 of the Agreement:*

**4.2.1 Contractor Vaccination Policy.**

(a) Contractor acknowledges that it has read the requirements of the 38th Supplement to Mayoral Proclamation Declaring the Existence of a Local Emergency ("Emergency Declaration"), dated February 25, 2020, and the Contractor Vaccination Policy for City Contractors issued by the City Administrator ("Contractor Vaccination Policy"), as those documents may be amended from time to time. A copy of the Contractor Vaccination Policy can be found at: <https://sf.gov/confirm-vaccine-status-your-employees-and-subcontractors>.

(b) A Contract subject to the Emergency Declaration is an agreement between the City and any other entity or individual and any subcontract under such agreement, where Covered Employees of the Contractor or Subcontractor work in-person with City employees in connection with the work or services performed under the agreement at a City owned, leased, or controlled facility. Such agreements include, but are not limited to, professional services

contracts, general services contracts, public works contracts, and grants. Contract includes such agreements currently in place or entered into during the term of the Emergency Declaration. Contract does not include an agreement with a state or federal governmental entity or agreements that do not involve the City paying or receiving funds.

(c) In accordance with the Contractor Vaccination Policy, Contractor agrees that:

(i) Where applicable, Contractor shall ensure it complies with the requirements of the Contractor Vaccination Policy pertaining to Covered Employees, as they are defined under the Emergency Declaration and the Contractor Vaccination Policy, and insure such Covered Employees are either fully vaccinated for COVID-19 or obtain from Contractor an exemption based on medical or religious grounds; and

(ii) If Contractor grants Covered Employees an exemption based on medical or religious grounds, Contractor will promptly notify City by completing and submitting the Covered Employees Granted Exemptions Form (“Exemptions Form”), which can be found at <https://sf.gov/confirm-vaccine-status-your-employees-and-subcontractors> (navigate to “Exemptions” to download the form).

(d) The City reserves the right to impose a more stringent COVID-19 vaccination policy for the San Francisco Department of Public Health, acting in its sole discretion.

**2.6 Assignment.** *The following is hereby added to Article 4 of the Agreement, replacing the previous Section 4.5 in its entirety:*

**4.5 Assignment.** The Services to be performed by Contractor are personal in character. Neither this Agreement, nor any duties or obligations hereunder, may be directly or indirectly assigned, novated, hypothecated, transferred, or delegated by Contractor, or, where the Contractor is a joint venture, a joint venture partner, (collectively referred to as an “Assignment”) unless first approved by City by written instrument executed and approved in the same manner as this Agreement in accordance with the Administrative Code. The City’s approval of any such Assignment is subject to the Contractor demonstrating to City’s reasonable satisfaction that the proposed transferee is: (i) reputable and capable, financially and otherwise, of performing each of Contractor’s obligations under this Agreement and any other documents to be assigned, (ii) not forbidden by applicable law from transacting business or entering into contracts with City; and (iii) subject to the jurisdiction of the courts of the State of California. A change of ownership or control of Contractor or a sale or transfer of substantially all of the assets of Contractor shall be deemed an Assignment for purposes of this Agreement. Contractor shall immediately notify City about any Assignment. Any purported Assignment made in violation of this provision shall be null and void.

**2.7 Cyber and Privacy Insurance.** *The following is hereby added to Article 5 of the Agreement:*

5.1.1(f) Cyber and Privacy Insurance with limits of not less than **\$5,000,000** per claim. Such insurance shall include coverage for liability arising from theft, dissemination, and/or use of confidential information, including but not limited to, bank and credit card account information or personal information, such as name, address, social security numbers, protected health information or other personally identifying information, stored or transmitted in electronic form.

2.8 **Withholding.** *The following is hereby added to Article 7 of the Agreement:*

7.3 **Withholding.** Contractor agrees that it is obligated to pay all amounts due to the City under the San Francisco Business and Tax Regulations Code during the term of this Agreement. Pursuant to Section 6.10-2 of the San Francisco Business and Tax Regulations Code, Contractor further acknowledges and agrees that City may withhold any payments due to Contractor under this Agreement if Contractor is delinquent in the payment of any amount required to be paid to the City under the San Francisco Business and Tax Regulations Code. Any payments withheld under this paragraph shall be made to Contractor, without interest, upon Contractor coming back into compliance with its obligations.

2.9 **Consideration of Salary History.** *The following is hereby added to Article 10 of the Agreement, replacing the previous Section 10.4 in its entirety:*

10.4 **Consideration of Salary History.** Contractor shall comply with San Francisco Administrative Code Chapter 12K, the Consideration of Salary History Ordinance or “Pay Parity Act.” Contractor is prohibited from considering current or past salary of an applicant in determining whether to hire the applicant or what salary to offer the applicant to the extent that such applicant is applying for employment to be performed on this Agreement or in furtherance of this Agreement, and whose application, in whole or part, will be solicited, received, processed or considered, whether or not through an interview, in the City or on City property. The ordinance also prohibits employers from (1) asking such applicants about their current or past salary or (2) disclosing a current or former employee’s salary history without that employee’s authorization unless the salary history is publicly available. Contractor is subject to the enforcement and penalty provisions in Chapter 12K. Information about and the text of Chapter 12K is available on the web at <https://sfgov.org/olse/consideration-salary-history>. Contractor is required to comply with all of the applicable provisions of 12K, irrespective of the listing of obligations in this Section.

2.10 **Limitations on Contributions.** *The following is hereby added to Article 10 of the Agreement, replacing the previous Section 10.11 in its entirety:*

10.11 **Limitations on Contributions.** By executing this Agreement, Contractor acknowledges its obligations under Section 1.126 of the City’s Campaign and Governmental Conduct Code, which prohibits any person who contracts with, or is seeking a contract with, any department of 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, for a grant, loan or loan guarantee, or for a development agreement, from making any campaign contribution to (i) a City elected official if the contract must be approved by that official, a board on which that official serves, or the board of a state agency on which an appointee of that official serves, (ii) a candidate for that City elective office, or (iii) a committee controlled by such elected official or a candidate for that office, at any time from the submission of a proposal for the contract until the later of either the termination of negotiations for such contract or twelve months after the date the City approves the contract. 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 10% in Contractor; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Contractor. Contractor certifies that it has informed each such person of the limitation on contributions imposed by Section 1.126 by the time it submitted a proposal for the contract, and has provided the names of the persons required to be informed to the City department with whom it is contracting.

2.11 **Distribution of Beverages and Water.** *The following is hereby added to Article 10 of the Agreement, replacing the previous Section 10.17 in its entirety:*

10.17 **Distribution of Beverages and Water.**

10.17.1 **Sugar-Sweetened Beverage Prohibition.** Contractor agrees that it shall not sell, provide, or otherwise distribute Sugar-Sweetened Beverages, as defined by San Francisco Administrative Code Chapter 101, as part of its performance of this Agreement.

10.17.2 **Packaged Water Prohibition.** Contractor agrees that it shall not sell, provide, or otherwise distribute Packaged Water, as defined by San Francisco Environment Code Chapter 24, as part of its performance of this Agreement.

2.12 **Notification of Legal Requests.** *The following section is hereby added and incorporated in Article 11 of the Agreement:*

11.14 **Notification of Legal Requests.** Contractor shall immediately notify City upon receipt of any subpoenas, service of process, litigation holds, discovery requests and other legal requests (“Legal Requests”) related to all data given to Contractor by City in the performance of this Agreement (“City Data” or “Data”), or which in any way might reasonably require access to City’s Data, and in no event later than 24 hours after it receives the request. Contractor shall not respond to Legal Requests related to City without first notifying City other than to notify the requestor that the information sought is potentially covered under a non-disclosure agreement. Contractor shall retain and preserve City Data in accordance with the City’s instruction and requests, including, without limitation, any retention schedules and/or litigation hold orders provided by the City to Contractor, independent of where the City Data is stored.

2.13 **Ownership of City Data.** *The following section is hereby added and incorporated in Article 13 of the Agreement:*

13.5 **Ownership of City Data.** The Parties agree that as between them, all rights, including all intellectual property rights, in and to the City Data and any derivative works of the City Data is the exclusive property of the City.

2.14 **Management of City Data and Confidential Information.** *The following sections are hereby added and incorporated in Article 13 of the Agreement:*

13.6 **Management of City Data and Confidential Information.**

13.6.1 **Use of City Data and Confidential Information.** Contractor agrees to hold City’s Data received from, or collected on behalf of, the City, in strictest confidence. Contractor shall not use or disclose City’s Data except as permitted or required by the Agreement or as otherwise authorized in writing by the City. Any work using, or sharing or storage of, City’s Data outside the United States is subject to prior written authorization by the City. Access to City’s Data must be strictly controlled and limited to Contractor’s staff assigned to this project on a need-to-know basis only. Contractor is provided a limited non-exclusive license to use the City Data solely for performing its obligations under the Agreement and not for Contractor’s own purposes or later use. Nothing herein shall be construed to confer any license or right to the City Data or Confidential Information, by implication, estoppel or otherwise, under copyright or other intellectual property rights, to any third-party. Unauthorized use of City Data by Contractor, subcontractors or other third-parties is prohibited. For purpose of this requirement, the phrase “unauthorized use” means the data mining or processing of data, stored or transmitted by the service, for commercial purposes, advertising or advertising-related

purposes, or for any purpose other than security or service delivery analysis that is not explicitly authorized.

**13.6.2 Disposition of Confidential Information.** Upon request of City or termination or expiration of this Agreement, and pursuant to any document retention period required by this Agreement, Contractor shall promptly, but in no event later than thirty (30) calendar days, return all data given to or collected by Contractor on City's behalf, which includes all original media. Once Contractor has received written confirmation from City that City's Data has been successfully transferred to City, Contractor shall within ten (10) business days clear or purge all City Data from its servers, any hosted environment Contractor has used in performance of this Agreement, including its subcontractors environment(s), work stations that were used to process the data or for production of the data, and any other work files stored by Contractor in whatever medium. Contractor shall provide City with written certification that such purge occurred within five (5) business days of the purge. Secure disposal shall be accomplished by "clearing," "purging" or "physical destruction," in accordance with National Institute of Standards and Technology (NIST) Special Publication 800-88 or most current industry standard.

2.15 **Appendices A-1 and A-3.** Appendices A-1 and A-3 (For Fiscal Year: 07/01/2022-06/30/2023) are hereby attached to this Amendment and fully incorporated within the Agreement.

2.16 **Appendix B.** Appendix B, dated July 1, 2022, is hereby attached to this Amendment and fully incorporated within the Agreement.

2.17 **Appendices B-1 and B-3.** Appendices B-1 and B-3 (For Fiscal Year: 07/01/2022-06/30/2023) are hereby attached to this Amendment and fully incorporated within the Agreement

2.18 **Appendix E.** Appendix E, is hereby replaced in its entirety by Appendix E, dated 8/3/2022, attached to this Amendment and fully incorporated within the Agreement.

2.19 **Appendix F.** Appendix F, dated July 1, 2022, is hereby attached to this Amendment and fully incorporated within the Agreement.

2.20 **Appendix K.** Appendix K is hereby attached to this Amendment and fully incorporated within the Agreement.

2.21 **Appendix L.** Appendix L is hereby attached to this Amendment and fully incorporated within the Agreement.

2.22 Recognize and attach the following previously executed Revision to Program Budgets (RPB): RPB dated 08/19/2019, RPB dated 06/30/2022, RPB dated 03/05/2021, RPB dated 04/18/2022, and RPB dated 05/18/2022.

### **Article 3 Effective Date**

Each of the modifications set forth in Section 2 shall be effective on and after July 1, 2022.

### **Article 4 Legal Effect**

Except as expressly modified by this Amendment, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, Contractor and City have executed this Amendment as of the date first referenced above.

CITY

Recommended by:

DocuSigned by:

*Greg Wagner* 10/20/2022 | 10:00 AM PDT

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Grant Colfax, MD  
Director of Health  
Department of Public Health

CONTRACTOR

Special Service for Groups, Inc.

DocuSigned by:

*Herbert K. Hatanaka* 10/12/2022 | 4:50 PM EDT

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Herbert K. Hatanaka  
Executive Director

City Supplier number: 0000010665

Approved as to Form:

David Chiu  
City Attorney

DocuSigned by:

By: *Louise Simpson* 10/18/2022 | 10:14 AM PDT

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Louise Simpson  
Deputy City Attorney

Approved:

Sailaja Kurella  
Director of the Office of Contract  
Administration, and Purchaser

By: \_\_\_\_\_

Name: \_\_\_\_\_

**Attached Appendices:**

- Appendix A-1, A-3
- Appendix B
- Appendix B-1, B-3
- Appendix E
- Appendix F
- Appendix K
- Appendix L

## Appendix A

### Scope of Services – DPH Behavioral Health Services

#### 1. Terms

- |  |   |
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| <ul style="list-style-type: none"> <li>A. Contract Administrator</li> <li>B. Reports</li> <li>C. Evaluation</li> <li>D. Possession of Licenses/Permits</li> <li>E. Adequate Resources</li> <li>F. Admission Policy</li> <li>G. San Francisco Residents Only</li> <li>H. Grievance Procedure</li> <li>I. Infection Control, Health and Safety</li> <li>J. Aerosol Transmissible Disease Program, Health and Safety</li> <li>K. Acknowledgement of Funding</li> <li>L. Client Fees and Third Party Revenue</li> <li>M. DPH Behavioral Health (BHS) Electronic Health Records (EHR) System</li> </ul> | <ul style="list-style-type: none"> <li>N. Patients' Rights</li> <li>O. Under-Utilization Reports</li> <li>P. Quality Improvement</li> <li>Q. Working Trial Balance with Year-End Cost Report</li> <li>R. Harm Reduction</li> <li>S. Compliance with Behavioral Health Services Policies and Procedures</li> <li>T. Fire Clearance</li> <li>U. Clinics to Remain Open</li> <li>V. Compliance with Grant Award Notices</li> </ul> |
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- 2. Description of Services
- 3. Services Provided by Attorneys

#### 1. Terms

##### A. Contract Administrator:

In performing the Services hereunder, Contractor shall report to Richelle-Lynn Mojica, Program Manager and Contract Administrator for the City, or his / her designee.

##### B. Reports:

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

##### C. Evaluation:

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

##### D. Possession of Licenses/Permits:

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

##### E. Adequate Resources:

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

F. Admission Policy:

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

G. San Francisco Residents Only:

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

H. Grievance Procedure:

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

I. Infection Control, Health and Safety:

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

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

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

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

(5) Contractor shall assume liability for any and all work-related injuries/illnesses including infectious exposures such as BBP and TB and demonstrate appropriate policies and procedures for

reporting such events and providing appropriate post-exposure medical management as required by State workers' compensation laws and regulations.

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

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

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

J. Aerosol Transmissible Disease Program, Health and Safety:

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

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

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

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

K. Acknowledgment of Funding:

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

L. Client Fees and Third Party Revenue:

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

(2) Contractor agrees that revenues or fees received by Contractor related to Services performed and materials developed or distributed with funding under this Agreement shall be used to increase the gross program funding such that a greater number of persons may receive Services.

Accordingly, these revenues and fees shall not be deducted by Contractor from its billing to the City, but will be settled during the provider's settlement process.

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

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

N. Patients' Rights:

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

O. Under-Utilization Reports:

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

P. Quality Improvement:

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

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

Q. Working Trial Balance with Year-End Cost Report

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

R. Harm Reduction

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

S. Compliance with Behavioral Health Services Policies and Procedures

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

T. Fire Clearance

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

U. Clinics to Remain Open:

Outpatient clinics are part of the San Francisco Department of Public Health Community Behavioral Health Services (CBHS) Mental Health Services public safety net; as such, these clinics are to remain open to referrals from the CBHS Behavioral Health Access Center (BHAC), to individuals requesting services from the clinic directly, and to individuals being referred from institutional care. Clinics serving children, including comprehensive clinics, shall remain open to referrals from the 3632 unit and the Foster Care unit. Remaining open shall be in force for the duration of this Agreement. Payment for SERVICES provided under this Agreement may be withheld if an outpatient clinic does not remain open.

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

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

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

V. Compliance with Grant Award Notices:

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

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

**2. Description of Services**

Contractor agrees to perform the following Services:

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

Detailed description of services are listed below and are attached hereto

Appendix A-1 Occupational Therapy Training Program (OTTP) – Outpatient Services (OP)

Appendix A-2 Occupational Therapy Training Program (OTTP) – Intensive Supervision & Clinical Services (ISCS) ---***This Program Ended 06/30/2019***

Appendix A-3 Occupational Therapy Training Program (OTTP) – Family Mosaic Services

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

**1. Program Name: Occupational Therapy Training Program-Outpatient Services****Program address: 425 Divisadero Street, Suite 300****City, State, Zip Code: San Francisco, CA 94117****Program Director: Colleen Devine****Email Address: colleen.devine@ottp-sf.org****Telephone: ( 415 ) 551-0975****Website address: www.ottp-sf.org****Facsimile: (415) 551-1763****Program Code: 38KZ2 (OTTP-OP)****2. Nature of Document (check one)**

Original       Contract Amendment       Revision to Program Budgets (RPB)

**3. Goal Statement**

Special Services for Groups/Occupational Therapy Training Program (SSG/OTTP) is equipped to serve all populations, but for this unique program, SSG/OTTP aims to provide cultural and age-appropriate interventions to school-aged children in order to reduce their symptomatic behaviors and improve their overall functioning in school, their homes, and community.

**4. Priority Population**

While SSG/OTTP welcomes and serves all ethnicities and populations designed to meet specific cultural and linguistic needs, for this unique contract, SSG/OTTP will target 200 clients between the ages of 5-21 or up to age 22 if the client is also an ERMHS client. All must meet medical necessity requirements and require specialty mental health services. All youth are Medi-Cal recipients who need these therapeutic services in order to address significant problems with functioning. SSG/OTTP services include individual, group, psychotherapy, case management and collateral services.

Youth will be referred from the Intensive Care Coordination (ICC) / Intensive Home Based Services (IHBS) committee, community partners, Community Mental Health Clinics including South East, Chinatown Child Development Center and Mission Family Center, and San Francisco Unified School district schools. These schools include Paul Revere Elementary, Harvey Milk Civic Rights Academy, Martin Luther King Elementary, Cesar Chavez Elementary, New Traditions Elementary, Willie Brown Elementary, Buena Vista Horace Mann, Longfellow Elementary, Everett Middle School, Visitacion Valley Middle, Roosevelt Middle, Booker T. Washington, Tenderloin Community School, Francisco Middle School, Presideo Middle School, RISE Institute, City Arts and Tech, McAuley, San Francisco City Academy (City Impact), Civic Center Secondary, KIPP Academy and KIPP College Prep, Ida. B. Wells High School, Thurgood Marshall, Burton High School, June Jordon High School, Independence High, Five Keys, Downtown High School and Mission High School. All of these children and youth are economically disadvantaged and enrolled in Medi-Cal. All youth have a DSM-V diagnosis and significant impairment in functioning in school, home, and community settings. Common diagnoses include attention deficit disorder, childhood depression, anxiety, and conduct and adjustment disorders.

SSG/OTTP's program is very unique in that it utilizes a multi-disciplinary team comprised of a licensed psychiatric mental health nurse practitioner, licensed and registered social workers, LPCCs, MFTs, Care Managers, and licensed occupational therapists who conduct community-based interventions. Therapists have extensive training in providing mental health therapy to children with the following disorders: ADHD, ADD, depression, suicide ideation, anxiety, bipolar disorders, impulse control disorders, post-traumatic stress disorder, and adjustment disorders. The

team will work closely with care managers, parents and school staff, and will serve as advocates for each child. Occupational therapists will consult with teachers on an ongoing basis to ensure that recommended behavioral strategies are carried over into the classroom environment and that adaptations and compensatory strategies are made as necessary to promote successful performance in all academic tasks. Each child will be viewed in a holistic manner and strength-based therapeutic interventions will be conducted to enable each child to achieve important developmental milestones.

SSG/OTTP's ultimate goal is to provide specialty mental health services that offer prevention by screening children for signs and symptoms of mental health problems and functional impairment, assessing children with psychiatric issues, providing interventions that address behavioral and emotional issues in order to significantly diminish impairments in functioning, and to improve overall functioning so that the child can remain at home and in school and successfully achieve developmental milestones to succeed academically, socially, and personally.

## 5. Modality(ies)/Interventions

SSG/OTTP will provide assessment, collateral, therapy, case management and mental health services, as defined below:

**Assessment** – “Assessment” means a service activity which may include a clinical analysis of the history and current status of a beneficiary’s mental, emotional, or behavioral disorder; relevant cultural issues and history; diagnosis; and the use of testing procedures.

**Medication Support Services** – “Medication Support Services” means those services that include prescribing, administering, dispensing, and monitoring of psychiatric medications or biologicals that are necessary to alleviate the symptoms of mental illness. Service activities may include but are not limited to evaluation of the need for medication; evaluation of clinical effectiveness and side effects; the obtaining of informed consent; instruction in the use, risks and benefits of an alternatives for medication, and collateral and plan development related to the delivery of the service and/or assessment of the beneficiary.

**Collateral** – “Collateral” means a service activity to a significant support person in a beneficiary’s life with the intent of improving or maintaining the mental health status of the beneficiary. The beneficiary may or may not be present for this service activity.

**Therapy** – “Therapy” means a service activity which is a therapeutic intervention that focuses primarily on symptom reduction as a means to improve functional impairments. Therapy may be delivered to an individual or group of beneficiaries and may include family therapy at which the beneficiary is present.

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

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

assessment, plan development, therapy, rehabilitation and collateral, intensive home based services and intensive care coordination

SSG/OTTP provides both individual and group interventions that focus on symptom reduction as a means to improve functional impairments. All interventions are designed after the Child and Adolescent Needs and Strengths (CANS) and Plan of Care (POC) are completed, and each group focuses on reduction of a deficit that is common amongst all group members, in order to improve function in virtual, school, home, work and community settings.

## 6. Methodology

### A. Describe how your program conducts outreach, recruitment, promotion, and advertisement.

SSG/OTTP is working in partnership with the ICC/IHBS committee, South East Clinic, Chinatown Child Development Center, and Mission Family Center as well as the San Francisco Unified School District and community-based partners to identify and treat children and youth with medical necessity for WRAP, ERMHS, and Medi-Cal specialty mental health services and functional impairments. SSG/OTTP is working numerous elementary, middle, and high school settings in San Francisco. Outreach and recruitment are provided to the care managers and clinicians, principal, teachers and counselors at these clinics and schools and to the families and foster families of the participants. SSG/OTTP provides information and orientation sessions to the parents and guardians of youth enrolled in the program. SSG/OTTP publishes and distributes flyers and brochures that describe services and conducts outreach to other community-based organizations in order to promote services to identify additional children and families in need.

### B. Describe your program's admission, enrollment and/or intake criteria and process where applicable.

Many clients are referred by parents/guardians, principals, teachers, counselors, social workers, and professionals from community-based organizations. The intensive services committee SSG/OTTP assesses the child and family, determines Medi-Cal eligibility, determines medical necessity for Medi-Cal specialty mental health services and functional impairments, and begins treatment services, if appropriate. Each youth may then receive medication support services, individual therapy, group therapy, psychotherapy, and family therapy on a weekly basis. Type, level of intensity and duration of service is determined by the CANS and POC. Should a youth and their family require either more intensive or less intensive duration of services, each situation is addressed on an individual basis by the PURCQ committee to meet their plan of care goals. SSG/OTTP is a WRAP provider and receives referrals from the ICC/IHBS committee to serve youth who have high intensity needs that require a care coordinator to facilitate the client's care interventions. Clients referred by care managers at the Community Clinics may be eligible for occupational therapy individual intervention which may be added on to the Plan of Care. Clients may also be referred from the clinics for full scope mental health services at SSG/OTTP. Clients may also be referred internally for vocational services to be provided by OTTP's vocational specialists who are licensed occupational therapists and serve as MHRS on the care team. Services are held in person as well as virtually through Zoom and Google Classroom Platforms.

### C. Describe your program's service delivery model and how each service is delivered, e.g. phases of treatment, hours of operation, length of stay, locations of service delivery, frequency and duration of service, strategies for service delivery, wrap-around services, etc. Discuss how CANS data is used to inform treatment and discharge.

SSG/OTTP works in collaboration with the principals at each school site, the student support professionals, teachers and counselors and staff from the Community Clinics and various community-based organizations. Specialty mental health services may be offered during the school day, when appropriate, or after school. SSG/OTTP's multidisciplinary team of PMHNP, clinical social workers and occupational therapists provide services to youth and their families aimed at reducing psychiatric symptoms and improving functioning at school, in work settings, in the community, and at home.

Services consist of weekly individual therapy and/or weekly group therapy, depending on the needs of the client, which consist of culturally sensitive interventions focusing on such skills as anger management, stress management, communication skills, social skills, and coping skills. Individual and group sessions vary in duration from half an hour up to two hours of therapeutic intervention. Additionally, SSG/OTTP makes classroom observations and interventions (done both in person and through virtual platforms), collaborates with school staff, participates in IEP meetings and SAP meetings, and provides referrals as needed to a variety of community resources. Ongoing communication with teachers is a critical component of the treatment process to educate school staff on the child's needs and to consult with them about suggested modifications to instruction. Likewise, clear communication with the parents/guardians occurs on an ongoing basis to enhance family relations and to increase the child's likelihood for successful achievement towards the goals established in the plan of care. Parent education/support groups are also formed/conducted on an as-needed basis. Case management and collateral services are also provided to employers to ensure that work environments are set up for success and adaptations are made to job functions to enhance performance. The information gathered in the CANS assessment (either by SSG/OTTP clinicians or the Community Clinic clinicians) is used to formulate the treatment plan of care and the discharge plan. Clients' problem areas and challenges are identified in the CANS assessment and a comprehensive summary is produced in a report. The summary identifies the areas of need, which are then translated into specific treatment plan goals. Once the client meets majority or all of their treatment plan goals, they are ready for discharge.

#### **OTTP IHBS and ICC Service Description:**

IHBS and ICC services are provided to The Katie A. Subclass, which is a group of children/youth, who are Medi-Cal eligible, meet medical necessity for Specialty Mental Health Services and are at risk of out of home placement or recently came out of out of home placement.

OTTP's Intensive Home Based Services (IHBS) are individualized, strength-based interventions to address mental health conditions that interfere with a child or youth's functioning. IHBS help the child or youth build skills necessary for successful functioning in the home, community and school. These services are provided by OTTP's Mental Health Rehabilitation staff and/or psychotherapists.

OTTP's Intensive Care Coordination (ICC) is a targeted case management service that facilitates assessment of, care planning for, and coordination of services to beneficiaries under age 21 who are eligible for the full scope of Medi-Cal services and who meet medical necessity criteria for this service. ICC also includes Child Family Team (CFT) meetings which are facilitated by OTTP's care coordinator and include the client, family and treatment team.

#### **D. Describe your program's discharge planning and exit criteria and process, e.g. successful completion, step-down process to less intensive treatment programs, aftercare, discharge planning.**

Throughout the treatment process, SSG/OTTP's multidisciplinary team meets regularly with the client, care managers, clinicians, teachers, school staff, and parents/guardians to monitor the client's behavior in all settings and to review progress made towards the goals identified in the client's plan of care. Client Occupational Performance Measures (COPM) and informal assessments along with clinical observations are utilized to determine each client's progress towards goals and decrease in psychiatric symptoms. Clients are discharged when they have met their goals in their plan of care and have demonstrated a decrease in functional impairment. Ultimately, it must be determined that functional impairments have less impact on the client's life and their families' life and that the goals in the plan of care have been met. When appropriate, SSG/OTTP may also refer internally to other programs as part of step down, including the Connective Services program and the TAY Employment Program. SSG/OTTP will follow SF BHS CYF SOC (Service Intensive Guidelines).

**E. Describe your program's staffing.**

Please see Appendix B

**7. Objectives and Measurements**

"All objectives, and descriptions of how objectives will be measured, are contained in the BHS document entitled Children, Youth and Families Performance Objectives FY22-23".

**8. Continuous Quality Improvement**

SSG/OTTP follows SFBHS QI plan to ensure the quality of service delivery. SSG/OTTP has developed a Continuous Quality Improvement (CQI) Committee composed of the Clinical Director and staff from all disciplines, including PMHNP, LCSW, LMFT, LPCC, MSW, and MS,OTR/L. This committee oversees the quality of services delivered on an ongoing basis and meets weekly to monitor the following:

**A. Achievement of contract performance objectives and productivity**

SSG/OTTP follows all Performance Objectives that are contained in the BHS document entitled "Children, Youth and Families Performance Objectives FY22-23". SSG/OTTP's Clinical Director ensures that each member of the CQI team has a copy of these performance objectives, which are reviewed on an ongoing basis to ensure contract compliance. Additionally, the CQI team receives an electronic productivity spreadsheet weekly to review units of service delivered to date to ensure that productivity standards are being upheld. The CYI team meets monthly to review PURQC and files all meeting notes.

**B. Quality of documentation, including a description of the frequency and scope of internal charge audits**

To ensure quality documentation of all services rendered, SSG/OTTP's Clinical Director, LCSW, reviews documentation in AVATAR with the clinicians during weekly supervision. Furthermore, SSG/OTTP's team of clinicians review client charts on a monthly basis to ensure that all documentation is timely, in the file, meets Medical Necessity for specialty mental health services, and that signatures are complete. Policy and procedure updates are reviewed with all staff during weekly meetings.

The CQI Committee meets weekly to discuss progress towards meeting the established goals and objectives and identifies necessary modifications to program services based on data and feedback provided by program staff. The CQI Committee conducts an annual review of its activities and modifies its services based on feedback received from BHS during the annual site visit.

**C. Measurement of cultural competency of staff and service**

SSG/OTTP retains and promotes diverse staff that represents demographic and linguistic characteristics of the youth and families that serve and possess cultural competency skills. Staff attend a minimum of one cultural competency training annually and all have been trained in trauma informed care. Ongoing trainings include those offered through the San Francisco Department of Children, Youth and their Families, A Better Way, and other partner CBO agencies. Additionally, all staff members are licensed PMHNPs, occupational therapists and registered or licensed clinical social workers and marriage and family therapists that stay current in their practice by presenting at and attending state and national trainings that are offered through professional organizations, including the National Association of Social

Workers, the Psychiatric Occupational Therapy Action Coalition, the Occupational Therapy Association of California, and the American Occupational Therapy Association.

As needed, SSG/OTTP provides clients with linguistically competent material through translating documents and materials as well as offering interpretations services. SSG/OTTP obtains translation materials and interpretation services based on client need from the Language Line and through OTTP's employees who speak a variety of languages. SSG/OTTP also conducts focus groups as part of the efforts to remain culturally competent, to obtain feedback from the consumers/youth and their families served in SSG/OTTP mental health programs.

SSG/OTTP is committed to providing services to diverse populations as well as representing these populations in service providing roles such as the San Francisco Advisory Board, staff, and volunteers. This commitment is demonstrated in the diversity of language and culture of the current Board, staff, and volunteers as well as the mission of SSG/OTTP. SSG/OTTP strives to meet the language and cultural needs of the clients demonstrated by increasing the language capacity of clinical staff each year to include Mandarin, Cantonese, and Spanish.

#### **D. Measurement of client satisfaction**

SSG/OTTP administers client satisfaction surveys as a means in which to determine levels of satisfaction as part of its quality assurance procedures, and conducts focus groups to obtain feedback from the consumers/youth that are served. Several current procedures in place help the program understand the specific needs of the community and the clientele to ensure client satisfaction. SSG/OTTP administers client exit surveys for feedback on the program, and the program regularly assesses client outcomes and otherwise conducts general quality assurance activities. In addition, the program regularly incorporates the client and their families into assessment and treatment planning through the use of CANS and the POC. Such close consultation with families, along with the individualization of services, ensures that the program addresses specific beliefs, strengths, and areas of need for each participant. SSG/OTTP works closely with the Quality Assurance Manager for BHS to obtain important data on engagement and satisfaction of clients served in the program.

#### **E. Measurement, analysis, and use of CANS**

To obtain performance outcomes, program staff work closely with BHS staff and to review and analyze CANS data. Modifications to SSG/OTTP program services are made after analyzing data and determining improvements needed.

### **9. Required Language**

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

**Special Service for Groups  
SSG/OTTP-Family Mosaic Services**

**Appendix: A-3  
07/01/22 – 06/30/23  
BHS Mental Health (MHSA, CYF)**

**1. Program Name: Family Mosaic Services  
Program Address: 425 Divisadero Street, Suite 300  
City, State, Zip Code: San Francisco, CA 94117  
Telephone: (415) 551-0975  
Website: www.SSG/OTTP-sf.org  
Facsimile: (415) 551-1763  
Program Code: 38KZ4 (SSG/OTTP-FMP)**

**2. Nature of Document**

Original     Contract Amendment     Revision to Program Budgets (RPB)

**3. Goal Statement**

Special Services for Groups/Occupational Therapy Training Program (SSG/OTTP) is equipped to serve all populations, but for this unique program, SSG/OTTP aims to provide occupational therapy assessment and individual and group intervention focusing on life skills, social skills and vocational skills for children and youth enrolled in Family Mosaic Project who have mental health diagnosis.

**4. Priority Population**

While SSG/OTTP welcomes and serves all ethnicities and populations, OTTP-Family Mosaic Services (OTTP-FMP) are also designed to meet the cultural and linguistic needs of 20 youth with mental health diagnosis between the ages of 12 and 21 years of age who are clients of the Family Mosaic Project. SSG/OTTP may also serve the parents/guardians of FMP clients who are referred for services

**5. Modality(ies)/Interventions**

SSG/OTTP will provide assessment, collateral, case management, therapy, and mental health services, as defined below:

Assessment – “Assessment” means a service activity which may include a clinical analysis of the history and current status of a beneficiary’s mental, emotional, or behavioral disorder; relevant cultural issues and history; diagnosis; and the use of testing procedures.

Collateral – “Collateral” means a service activity to a significant support person in a beneficiary’s life with the intent of improving or maintaining the mental health status of the beneficiary. The beneficiary may or may not be present for this service activity.

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

Therapy – “Therapy” means a service activity which is a therapeutic intervention that focuses primarily on symptom reduction as a means to improve functional impairments. Therapy may be delivered to an individual or group of beneficiaries and may include family therapy at which the beneficiary is present.

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

## **6. Methodology**

### **A. Describe how your program conducts outreach, recruitment, promotion, and advertisement.**

SSG/OTTP conducts outreach via multiple methods, including flyers and other materials, presentations to other providers and families, and extensive referral relationships. First, SSG/OTTP publishes and distributes flyers and brochures that describe services and conducts outreach to other community-based organizations in order to promote services to identify additional children and families in need. SSG/OTTP also conducts frequent in-services and trainings for FMP and numerous school sites to provide education on occupational therapy (OT) intervention with youth who have experienced trauma, and frequently attends relevant coalition or other community meetings to promote services and enhance collaboration with other organizations.

In addition to the above outreach and promotional activities, SSG/OTTP recruits a significant number of participants through referral relationships with local school, agencies, and community organizations. SSG/OTTP has a current MOU with SFUSD, and works with schools throughout the district. SSG/OTTP collaborates with these school sites to identify and serve children and youth with medical necessity for Medi-Cal specialty mental health services and functional impairments. SSG/OTTP conducts outreach to the principal, teachers, and counselors at these schools and to the families and foster families of the participants to generate referrals. SSG/OTTP services are designed to maximize client engagement and retention.

The program provides most therapeutic services in the community and in locations convenient for children, youth, and their families, which alleviates the substantial barrier of transportation issues, and integrates services into regular daily lives. At the same time, the interventions themselves emphasize fully engaging youth and ultimately retaining them throughout the program. Individualized services are tailored to each participant's strengths and needs to enhance the relevance of the interventions to a participant's unique situation. Due to COVID-19, services are also offered in a virtual manner through Zoom and Google Classroom Platforms, as well as in the community and at the OTTP-SF office site whilst adhering to safety precautions and utilizing PPE.

### **B. Describe your program's admission, enrollment and/or intake criteria and process where applicable.**

SSG/OTTP has worked extensively with FMP administrative staff and care coordinators and has developed an internal process that is streamlined and effective. SSG/OTTP staff provide regular in-services to FMP staff to provide education on unique occupational therapy services and meet with care coordinators regularly to confer to determine if a client and his/her family may benefit from OT intervention. Once deemed a good candidate, the care coordinator initiates referral and completes a service authorization for SSG/OTTP services. The occupational therapist initiates a comprehensive strength/needs and interests OT assessment, and over a period of approximately 1 to 3 months, the student compiles a portfolio of strengths, interests, and goals. SSG/OTTP staff communicates with the care coordinator on a regular basis to discuss how authorized units of service should be either increased or decreased based on that unique youth and families' situation. SSG/OTTP staff also participates in ongoing plan of care meetings with the care manager, family members, and other wrap-around service provider members to meet the needs of the youth to respond to ever- changing family and client needs.

**C. Describe your program’s service delivery model and how each service is delivered, e.g. phases of treatment, hours of operation, length of stay, locations of service delivery, frequency and duration of service, strategies for service delivery, wrap-around services, etc. Discuss how CANS data is used to inform treatment and discharge.**

SSG/OTTP incorporates the underlying philosophy of wraparound services—building on the strengths of children, youth, and their families, and welcoming family input at every level in the wraparound process. Occupational therapy/vocational assessment, life skills and vocational training are the hallmarks of SSG/OTTP. The program operates on the principles of occupational therapy (OT), which emphasize that by engaging individuals in meaningful and purposeful activity, the individual can develop the skills needed to function most optimally in his/her life roles. SSG/OTTP’s wraparound service approach embodies a family and child centered, strength-focused, needs-driven, team based and collaborative approach to service planning and delivery. This multi-component, multi-contextual approach intervenes at family, school, and peer levels.

SSG/OTTP provides the following services: occupational/vocational assessment; individualized case plan; weekly individual life skills sessions; occupational/vocational exploration services; and work experience/job placement. Social work intervention is also offered to the youth and family members when requested by the FMP Care Manager. Services are offered in the youth’s school, home, and community sites. Since COVID, OTTP has been also providing services through virtual platforms.

**Occupational/Vocational Assessment:** This hands-on, participatory assessment includes a thorough examination of each of the occupational performance components: family interactions, independent living skills, school/work, emotional regulation skills, cognitive skills, communication and social skills, sensory-perceptual skills, play/leisure/recreation, and temporal adaptation. A battery of occupational therapy assessments is used to help determine individual strengths and limitations. Through an occupational therapy assessment, each student builds narratives of interests, strengths, and aspirations; develops a personal portfolio; and makes an oral presentation of their self-discoveries to the Care Manager, family members and service providers. The presentation serves as a “marker event” or jumping off point for the students, who then set goals they aspire to achieve.

**Individualized case plan:** Upon completion of the assessment and development of an individualized portfolio, SSG/OTTP staff works closely with clients to develop a highly individualized case plan wherein client strengths are highlighted, and concrete, measurable, realistic/attainable goals are established.

**Weekly individual sessions.** SSG/OTTP therapists work alongside clients to address functional impairments that prevent them from successful participation in developmental roles, including those of student, family, and community member. Through play activities, students develop cognitive and social/emotional skills, and begin to learn how to interact more adaptively and explore their world. Through activity analysis, occupational therapists address performance components that are crucial to mastery of age-appropriate tasks. Meeting the youth at their current level of performance, occupational therapists engage them in meaningful activities that provide just the right challenge for their cognitive, sensory, motor, social, and personal needs. Through clinical observation of each youth in the context of their environment, occupational therapists identify specific functional strengths and deficits that can be addressed through therapeutic activities. Each youth’s intrinsic motivation and drive is expressed through the engagement in these pleasurable activities. Activities that require positive self-expression, sharing and compromising, cooperating, sequencing, following rules, and building and creating products are conducted within the therapeutic milieu.

**Pursuing occupational/ vocational goals.** SSG/OTTP staff work with each client to explore personal and occupational/vocational goals. Students focus on specific performance skills with the occupational therapist and explore individual activities and community programs related to their interests and goals. Students may work on

personal, recreational, educational, or occupational goals. Depending on their age and priorities, they may choose to explore occupational interests, or prepare for "transition" as they turn 18. Whatever the goal, the occupational therapist guides youth to acquire positive experiences consistent with their values, strengths, and developmental readiness. Youth engage in structured opportunities to identify options and make occupational choices. The students often participate in a paid internship, work experience or community arts/recreation program of their choosing, with OT support initially, then independently. Small achievements, such as a first interview, are celebrated as valuable steps in the student's personal development.

**Work experience/job placement.** SSG/OTTP has partnered with the Japanese Community Youth Program (JCYC) Youth Works Program for the past twelve years to operate its Vocational Training and Employment Program (VTEP). Youth referred by FMP Care Coordinators for OT intervention and work placement are placed in work sites compatible with their interests, skills, and abilities. SSG/OTTP will work closely with mentors at each site to ensure a successful experience for both the supervisor and youth participant. SSG/OTTP also operates a TAY Employment Program funded by the Department of Rehabilitation and offers FMP clients Individualized Placement Support (IPS) services for rapid job search.

**Social Work Intervention:** As a certified Medi-Cal provider, SSG/OTTP employs licensed clinical social workers, Marriage and Family Therapists, and MSWs to serve youth participants and their family members. On occasion, FMP Care Coordinators have requested that youth served by SSG/OTTP work with social services staff in addition to occupational therapy clinicians to identify and access necessary community resources.

In addition to serving FMP youth, SSG/OTTP practitioners may also serve the families of clients. SSG/OTTP's occupational therapists can engage the families of FMP youth, with a focus of parents/guardians in six categories of services to strengthen their capacity to fulfill their role as caregiver and provider, detailed below. Clinicians will meet parents/guardians at the FMP office, SSG/OTTP office or other community location to provide services.

**1.) Assessment activities to build self-awareness of their unique strengths and interests.** Through engagement in assessment activities to identify their strengths, interests, values, career personality, learning style and sensory profile, parents/guardians can build their strengths-based personal narrative of their unique identity.

**2.) Skill-building activities to strengthen self-management and coping strategies.** Includes stress management, anger management, emotional regulation, assertive communication skills, conflict management, resume writing, interview preparation, time management.

**3.) Case management and connection to community resources.** This includes linkage to food and housing resources, career and job resources, support to apply for subsidized housing and other government benefits, support in advocating for and navigating services provided through SFUSD including support to understand the benefits and accommodations their youth are entitled to through the IEP and 504 plans.

**4.) Facilitated weekly playgroup for youth ages 0-5 and their parents.** SSG/OTTP's occupational therapists can provide regular playgroups for young children with developmental, mental health and behavioral needs. The play-based group will include the children and their parents/caregivers in an environment to promote sensory play, pretend play, literacy activities, art activities, gross motor and fine motor development and foster nurturing and growth-promoting attachment between the caregiver and their child. The occupational therapist will engage the caregivers in discovering and sharing joy together with their child.

**D. Describe your program's discharge planning and exit criteria and process, e.g. successful completion, step-down process to less intensive treatment programs, aftercare, discharge planning.**

SSG/OTTP has built collaborative relationships with dozens of school and community organizations to help FMP youth achieve full participation in self-selected, age-appropriate occupations. Strong linkages with other community-based organizations help to ensure that clients' extensive needs are addressed in the most culturally sensitive and practical manner possible. SSG/OTTP's goal is to provide services in the least restrictive environment. Participation in SSG/OTTP leads to participation in the community. FMP youth gradually trade isolation or "pseudo independence" for healthy interdependence with teachers, coaches, artists, work supervisors, college and employment counselors, and career mentors. SSG/OTTP's collaboration with community organizations places the youth at the center. It provides options from which youth make occupational choices and acquire new skills and roles. SSG/OTTP staff fully participate in the Plan of Care Treatment meetings where goals and objectives are reviewed and progress is evaluated to ensure that the services continue to meet the individual needs of the youth. SSG/OTTP's ultimate goal is to assist clients in overcoming barriers and improving functional level to transition to much lower levels of care in the community. In order to provide a continuum of care, SSG/OTTP also periodically refers some FMP clients to the Out-Patient Mental Health Services Program upon consultation with all treatment team members. The information gathered in the CANS assessment is used to formulate the treatment plan of care and the discharge plan. Client's problem areas and challenges are identified in the CANS assessment and a summary of them are produced in a report. The summary identifies the areas of need, which are then translated into specific treatment plan goals. Once the client meets majority or all of their treatment plan goals, they are ready for discharge.

**7. Objectives and Measurements**

"All objectives, and descriptions of how objectives will be measured, are contained in the BHS document entitled Children, Youth and Families Performance Objectives FY22-23".

**8. Continuous Quality Improvement**

SSG/OTTP will follow SF BHS QI plan to ensure the quality of service delivery. SSG/OTTP's Continuous Quality Improvement (CQI) Committee is composed of staff from all disciplines including LCSW, LMFT, MSW, and OTR/L. The CQI works to (1) define and select specific indicators and measures of outcomes identified in the performance/outcome objectives, and (2) provide evaluation instruments to document progress towards these outcomes, including a satisfaction survey by which clients and their families can evaluate the services rendered by SSG/OTTP. The CQI meets monthly to discuss progress towards meeting the established goals and objectives and identifies necessary modifications to program services based on data and feedback provided by program staff. The CQI Committee conducts an annual review of its activities.

SSG/OTTP retains and promotes diverse staff that represents demographic and linguistic characteristics of the youth and families that we serve and possess cultural competency skills. SSG/OTTP staff must attend a minimum of one cultural competency training annually. All therapeutic services are conducted in a culturally sensitive manner.

To ensure quality documentation of all services rendered, SSG/OTTP's team of clinicians review client charts on a monthly basis to ensure that all documentation is timely, in the file, and that signatures are complete.

To obtain performance outcomes, program staff will (1) document proposed activities and outcomes derived from Plan of Care Treatment goals, with full participation of the client and his/her family and modified back on client's progress and their emerging needs, (2) document services and referral provided in case files, including dates, objectives, types, results, and next steps, and (3) track progress towards SSG/OTTP outcomes with evaluation instruments designated by SSG/OTTP's CQI Committee.

## **9. Required Language**

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

## Appendix B Calculation of Charges

### 1. Method of Payment

A. Invoices furnished by CONTRACTOR under this Agreement must be in a form acceptable to the Contract Administrator and the CONTROLLER and must include the Contract Progress Payment Authorization number or Contract Purchase Number. All amounts paid by CITY to CONTRACTOR shall be subject to audit by CITY. The CITY shall make monthly payments as described below. Such payments shall not exceed those amounts stated in and shall be in accordance with the provisions of Section 3.3, COMPENSATION, of this Agreement.

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

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

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

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

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

B. Final Closing Invoice

(1) Fee for Service Reimbursement:

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

(2) Cost Reimbursement:

A final closing invoice, clearly marked "FINAL," shall be submitted no later than forty-five (45) calendar days following the closing date of each fiscal year of the Agreement, and shall include only those

costs incurred during the referenced period of performance. If costs are not invoiced during this period, all unexpended funding set aside for this Agreement will revert to CITY.

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

D. Upon **the effective date** of this Agreement, contingent upon prior approval by the CITY'S Department of Public Health **of an invoice or claim submitted by Contractor, and** of each year's revised Appendix A (Description of Services) and each year's revised Appendix B (Program Budget and Cost Reporting Data Collection Form), and within each fiscal year, the CITY agrees to make an initial payment to CONTRACTOR not to exceed twenty-five per cent (25%) of the General Fund and Mental Health Service Act (Prop 63) portions of the CONTRACTOR'S allocation for the applicable fiscal year.

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

## 2. Program Budgets and Final Invoice

A. Programs listed below:

Appendix B-1 Occupational Therapy Training Program (OTTP) – Outpatient Services (OP)  
Appendix A-2 Occupational Therapy Training Program (OTTP) – Intensive Supervision & Clinical Services (ISCS) ---***This Program Ended 06/30/2019***

Appendix B-3 Occupational Therapy Training Program (OTTP) – Family Mosaic Services

B. Compensation

Compensation shall be made in monthly payments on or before the 30<sup>th</sup> day after the DIRECTOR, in his or her sole discretion, has approved the invoice submitted by CONTRACTOR. The breakdown of costs and sources of revenue associated with this Agreement appears in Appendix B, Cost Reporting/Data Collection (CR/DC) and Program Budget, attached hereto and incorporated by reference as though fully set forth herein. The maximum dollar obligation of the CITY under the terms of this Agreement shall not exceed **Nine Million Nine Hundred Seventy Two Thousand Seven Hundred Thirteen Dollars (\$9,972,713)** for the period of **July 1, 2018 through June 30, 2023.**

CONTRACTOR understands that, of this maximum dollar obligation, **(\$4,530)** is included as a contingency amount and is neither to be used in Appendix B, Budget, or available to CONTRACTOR without a modification to this Agreement executed in the same manner as this Agreement or a revision to Appendix B, Budget, which has been approved by the Director of Health. CONTRACTOR further understands that no payment of any portion of this contingency amount will be made unless and until such modification or budget revision has been fully approved and executed in accordance with applicable CITY and Department of Public Health laws, regulations and policies/procedures and certification as to the availability of funds by the Controller. CONTRACTOR agrees to fully comply with these laws, regulations, and policies/procedures.

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

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

|  |           |                  |
|--|-----------|------------------|
| July 1, 2018 through June 30, 2019                   | \$        | 1,092,188        |
| July 1, 2019 through June 30, 2020                   | \$        | 1,846,545        |
| July 1, 2020 through June 30, 2021                   | \$        | 2,189,186        |
| FY 2020-2021 CODB DV                                 | \$        | 62,898           |
| July 1, 2021 through June 30, 2022                   | \$        | 2,863,161        |
| July 1, 2021 through June 30, 2022                   | \$        | 1,884,579        |
| <b>Subtotal – July 1, 2018 through June 30, 2022</b> | <b>\$</b> | <b>8,053,978</b> |
| Contingency  | \$        | 4,530            |
| <b>TOTAL – July 1, 2018 through June 30, 2022</b>    | <b>\$</b> | <b>9,972,713</b> |

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

To provide for continuity of services while a new agreement was developed, the Department of Public Health established a contract with Special Service for Groups, Inc., FSP Contract ID #1000007774 for the same services and for a contract term, which partially overlaps the term of this new agreement. The existing

contract shall be superseded by this new agreement, effective the first day of the month following the date upon which the Controller's Office certifies as to the availability of funds for this new agreement.

**3. Services of Attorneys**

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

**4. State or Federal Medi-Cal Revenues**

A. CONTRACTOR understands and agrees that should the CITY'S maximum dollar obligation under this Agreement include State or Federal Medi-Cal revenues, CONTRACTOR shall expend such revenues in the provision of SERVICES to Medi-Cal eligible clients in accordance with CITY, State, and Federal Medi-Cal regulations. Should CONTRACTOR fail to expend budgeted Medi-Cal revenues herein, the CITY'S maximum dollar obligation to CONTRACTOR shall be proportionally reduced in the amount of such unexpended revenues. In no event shall State/Federal Medi-Cal revenues be used for clients who do not qualify for Medi-Cal reimbursement.

B. CONTRACTOR further understands and agrees that any State or Federal Medi-Cal funding in this Agreement subject to authorized Federal Financial Participation (FFP) is an estimate, and actual amounts will be determined based on actual services and actual costs, subject to the total compensation amount shown in this Agreement.”

**5. Reports and Services**

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

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

|  |                     |                        |             |             |              |                        |                                    |
|--|---------------------|------------------------|-------------|-------------|--------------|------------------------|------------------------------------|
| DHCS Legal Entity Number 00214                               |                     |                        |             |             |              |                        | Appendix B, Page 1                 |
| Legal Entity Name/Contractor Name Special Service for Groups |                     |                        |             |             |              |                        | Fiscal Year 2022-2023              |
| Contract ID Number 1000011457                                |                     |                        |             |             |              |                        | Funding Notification Date 07/21/22 |
| Appendix Number  | B-1                 | B-3                    |             |             |              |                        |                                    |
| Provider Number  | 38KZ                | 38KZ                   |             |             |              |                        |                                    |
| Program Name   | OTTP OP             | Family Mosaic Services |             |             |              |                        |                                    |
| Program Code   | 38KZ2               | 38KZ4                  |             |             |              |                        |                                    |
| Funding Term   | 7/1/22 - 6/30/23    | 7/1/22 - 6/30/23       |             |             |              |                        |                                    |
| <b>FUNDING USES</b>  |                     |                        |             |             |              |                        | <b>TOTAL</b>                       |
| Salaries   | \$ 2,373,721        | \$ 269,982             |             |             |              | \$ 2,643,703           |                                    |
| Employee Benefits  | \$ 551,311          | \$ 61,759              |             |             |              | \$ 613,070             |                                    |
| <b>Subtotal Salaries &amp; Employee Benefits</b>             | <b>\$ 2,925,032</b> | <b>\$ 331,741</b>      | <b>\$ -</b> | <b>\$ -</b> | <b>\$ -</b>  | <b>\$ 3,256,773</b>    |                                    |
| Operating Expenses   | \$ 234,847          | \$ 30,957              |             |             |              | \$ 265,804             |                                    |
| Capital Expenses   | \$ -                | \$ -                   |             |             |              | \$ -                   |                                    |
| <b>Subtotal Direct Expenses</b>                              | <b>\$ 3,159,879</b> | <b>\$ 362,698</b>      | <b>\$ -</b> | <b>\$ -</b> | <b>\$ -</b>  | <b>\$ 3,522,577</b>    |                                    |
| Indirect Expenses  | \$ 221,191          | \$ 25,389              |             |             |              | \$ 246,580             |                                    |
| Indirect %   | 7.0%                | 7.0%                   | 0.0%        | 0.0%        | 0.0%         | 7.0%                   |                                    |
| <b>TOTAL FUNDING USES</b>                                    | <b>\$ 3,381,070</b> | <b>\$ 388,087</b>      | <b>\$ -</b> | <b>\$ -</b> | <b>\$ -</b>  | <b>\$ 3,769,157</b>    |                                    |
|  |                     |                        |             |             |              | Employee Benefits Rate | 23.3%                              |
| <b>BHS MENTAL HEALTH FUNDING SOURCES</b>                     |                     |                        |             |             |              |                        |                                    |
| MH CYF Fed SDMC FFP (50%)                                    | \$ 1,268,390        | \$ 100,000             |             |             |              | \$ 1,368,390           |                                    |
| MH CYF State 2011 PSR-EPSDT                                  | \$ 921,304          | \$ -                   |             |             |              | \$ 921,304             |                                    |
| MH CYF Family Mosaic Capitated Medi-Cal                      | \$ -                | \$ 134,500             |             |             |              | \$ 134,500             |                                    |
| MH CYF County Local Match                                    | \$ 347,086          | \$ 100,000             |             |             |              | \$ 447,086             |                                    |
| MH CYF County General Fund                                   | \$ 479,757          | \$ 7,884               |             |             |              | \$ 487,641             |                                    |
| MH CYF County General Fund                                   | \$ 104,533          | \$ -                   |             |             |              | \$ 104,533             |                                    |
| MH FED SDMC FFP (50%) CYF (ERMHS Medi-Cal)                   | \$ 125,000          | \$ -                   |             |             |              | \$ 125,000             |                                    |
| MH CYF State 2011 PSR-EPSDT ERMHS                            | \$ 125,000          | \$ -                   |             |             |              | \$ 125,000             |                                    |
| MH MHA (CYF)   | \$ -                | \$ 45,703              |             |             |              | \$ 45,703              |                                    |
| MH CYF County GF ERMHS                                       | \$ 10,000           | \$ -                   |             |             |              | \$ 10,000              |                                    |
| <b>TOTAL BHS MENTAL HEALTH FUNDING SOURCES</b>               | <b>\$ 3,381,070</b> | <b>\$ 388,087</b>      | <b>\$ -</b> | <b>\$ -</b> | <b>\$ -</b>  | <b>\$ 3,769,157</b>    |                                    |
| <b>BHS SUD FUNDING SOURCES</b>                               |                     |                        |             |             |              |                        |                                    |
|  |                     |                        |             |             |              | \$ -                   |                                    |
|  |                     |                        |             |             |              | \$ -                   |                                    |
|  |                     |                        |             |             |              | \$ -                   |                                    |
|  |                     |                        |             |             |              | \$ -                   |                                    |
|  |                     |                        |             |             |              | \$ -                   |                                    |
|  |                     |                        |             |             |              | \$ -                   |                                    |
| <b>TOTAL BHS SUD FUNDING SOURCES</b>                         | <b>\$ -</b>         | <b>\$ -</b>            | <b>\$ -</b> | <b>\$ -</b> | <b>\$ -</b>  | <b>\$ -</b>            |                                    |
| <b>OTHER DPH FUNDING SOURCES</b>                             |                     |                        |             |             |              |                        |                                    |
|  |                     |                        |             |             |              | \$ -                   |                                    |
|  |                     |                        |             |             |              | \$ -                   |                                    |
|  |                     |                        |             |             |              | \$ -                   |                                    |
| <b>TOTAL OTHER DPH FUNDING SOURCES</b>                       | <b>\$ -</b>         | <b>\$ -</b>            | <b>\$ -</b> | <b>\$ -</b> | <b>\$ -</b>  | <b>\$ -</b>            |                                    |
| <b>TOTAL DPH FUNDING SOURCES</b>                             | <b>\$ 3,381,070</b> | <b>\$ 388,087</b>      | <b>\$ -</b> | <b>\$ -</b> | <b>\$ -</b>  | <b>\$ 3,769,157</b>    |                                    |
| <b>NON-DPH FUNDING SOURCES</b>                               |                     |                        |             |             |              |                        |                                    |
|  |                     |                        |             |             |              | \$ -                   |                                    |
|  |                     |                        |             |             |              | \$ -                   |                                    |
| <b>TOTAL NON-DPH FUNDING SOURCES</b>                         | <b>\$ -</b>         | <b>\$ -</b>            | <b>\$ -</b> | <b>\$ -</b> | <b>\$ -</b>  | <b>\$ -</b>            |                                    |
| <b>TOTAL FUNDING SOURCES (DPH AND NON-DPH)</b>               | <b>\$ 3,381,070</b> | <b>\$ 388,087</b>      | <b>\$ -</b> | <b>\$ -</b> | <b>\$ -</b>  | <b>\$ 3,769,157</b>    |                                    |
| Prepared By Ligia Taylor                                     |                     | Phone Number           |             |             | 925-948-5779 |                        |                                    |

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

|   |                                |                       |                       |                                    |                               |
|---|--------------------------------|-----------------------|-----------------------|------------------------------------|-------------------------------|
| DHCS Legal Entity Number 00214                                |                                |                       |                       | Appendix Number B-1                |                               |
| Provider Name OTTP  |                                |                       |                       | Page Number 2                      |                               |
| Provider Number 38KZ  |                                |                       |                       | Fiscal Year 2022-2023              |                               |
| Contract ID Number 1000011457                                 |                                |                       |                       | Funding Notification Date 07/21/22 |                               |
| Program Name  | OTTP OP                        | OTTP OP               | OTTP OP               |                                    |                               |
| Program Code  | 38KZ2                          | 38KZ2                 | 38KZ2                 |                                    |                               |
| Mode/SFC (MH) or Modality (SUD)                               | 15/10-57, 59                   | 15/01-09              | 15/60-69              |                                    |                               |
| Service Description   | OP-MH Svcs                     | OP-Case Mgt Brokerage | OP-Medication Support |                                    |                               |
| Funding Term (mm/dd/yy-mm/dd/yy):                             | 7/1/22- 6/30/23                | 7/1/22 - 6/30/23      | 7/1/22 - 6/30/23      |                                    |                               |
| <b>FUNDING USES</b>   |                                |                       |                       |                                    | <b>TOTAL</b>                  |
| Salaries & Employee Benefits                                  | \$ 2,178,484                   | \$ 544,621            | \$ 201,927            |                                    | \$ 2,925,032                  |
| Operating Expenses  | \$ 183,877                     | \$ 45,970             | \$ 5,000              |                                    | \$ 234,847                    |
| Capital Expenses  | \$ -                           | \$ -                  | \$ -                  |                                    | \$ -                          |
| <b>Subtotal Direct Expenses</b>                               | <b>\$ 2,362,361</b>            | <b>\$ 590,591</b>     | <b>\$ 206,927</b>     | <b>\$ -</b>                        | <b>\$ 3,159,879</b>           |
| Indirect Expenses   | \$ 165,365                     | \$ 41,341             | \$ 14,485             |                                    | \$ 221,191                    |
| Indirect %  | 7.0%                           | 7.0%                  | 7.0%                  | 0.0%                               | 0.0%                          |
| <b>TOTAL FUNDING USES</b>                                     | <b>\$ 2,527,726</b>            | <b>\$ 631,932</b>     | <b>\$ 221,412</b>     | <b>\$ -</b>                        | <b>\$ 3,381,070</b>           |
| <b>BHS MENTAL HEALTH FUNDING SOURCES</b>                      | <b>Dept-Auth-Proj-Activity</b> |                       |                       |                                    |                               |
| MH CYF Fed SDMC FFP (50%)                                     | 251962-10000-10001670-0001     | \$ 926,147            | \$ 231,537            | \$ 110,706                         | \$ 1,268,390                  |
| MH CYF State 2011 PSR-EPSDT                                   | 251962-10000-10001670-0001     | \$ 648,478            | \$ 162,120            | \$ 110,706                         | \$ 921,304                    |
| MH CYF County Local Match                                     | 251962-10000-10001670-0001     | \$ 277,669            | \$ 69,417             |                                    | \$ 347,086                    |
| MH CYF County General Fund                                    | 251962-10000-10001670-0001     | \$ 383,806            | \$ 95,951             |                                    | \$ 479,757                    |
| MH CYF County General Fund                                    | 251962-10000-10001670-0001     | \$ 83,626             | \$ 20,907             |                                    | \$ 104,533                    |
| MH FED SDMC FFP (50%) CYF (ERMHS Medi-Cal)                    | 251982-10000-10037431-0001     | \$ 100,000            | \$ 25,000             |                                    | \$ 125,000                    |
| MH CYF State 2011 PSR-EPSDT ERMHS                             | 251982-10000-10037431-0001     | \$ 100,000            | \$ 25,000             |                                    | \$ 125,000                    |
| MH CYF County GF ERMHS  | 251982-10000-10037431-0001     | \$ 8,000              | \$ 2,000              |                                    | \$ 10,000                     |
| This row left blank for funding sources not in drop-down list |                                |                       |                       |                                    |                               |
| <b>TOTAL BHS MENTAL HEALTH FUNDING SOURCES</b>                |                                | <b>\$ 2,527,726</b>   | <b>\$ 631,932</b>     | <b>\$ 221,412</b>                  | <b>\$ - \$ - \$ 3,381,070</b> |
| <b>BHS SUD FUNDING SOURCES</b>                                | <b>Dept-Auth-Proj-Activity</b> |                       |                       |                                    |                               |
|   |                                |                       |                       |                                    | \$ -                          |
|   |                                |                       |                       |                                    | \$ -                          |
|   |                                |                       |                       |                                    | \$ -                          |
| This row left blank for funding sources not in drop-down list |                                |                       |                       |                                    |                               |
| <b>TOTAL BHS SUD FUNDING SOURCES</b>                          |                                | <b>\$ -</b>           | <b>\$ -</b>           | <b>\$ -</b>                        | <b>\$ -</b>                   |
| <b>OTHER DPH FUNDING SOURCES</b>                              | <b>Dept-Auth-Proj-Activity</b> |                       |                       |                                    |                               |
|   |                                |                       |                       |                                    | \$ -                          |
| This row left blank for funding sources not in drop-down list |                                |                       |                       |                                    |                               |
| <b>TOTAL OTHER DPH FUNDING SOURCES</b>                        |                                | <b>\$ -</b>           | <b>\$ -</b>           | <b>\$ -</b>                        | <b>\$ -</b>                   |
| <b>TOTAL DPH FUNDING SOURCES</b>                              |                                | <b>\$ 2,527,726</b>   | <b>\$ 631,932</b>     | <b>\$ 221,412</b>                  | <b>\$ - \$ - \$ 3,381,070</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>\$ -</b>           | <b>\$ -</b>           | <b>\$ -</b>                        | <b>\$ -</b>                   |
| <b>TOTAL FUNDING SOURCES (DPH AND NON-DPH)</b>                |                                | <b>2,527,726</b>      | <b>631,932</b>        | <b>221,412</b>                     | <b>- - 3,381,070</b>          |
| <b>BHS UNITS OF SERVICE AND UNIT COST</b>                     |                                |                       |                       |                                    |                               |
| Number of Beds Purchased                                      |                                |                       |                       |                                    |                               |
| SUD Only - Number of Outpatient Group Counseling Sessions     |                                |                       |                       |                                    |                               |
| SUD Only - Licensed Capacity for Narcotic Treatment Programs  |                                |                       |                       |                                    |                               |
| Payment Method  | Fee-For-Service (FFS)          | Fee-For-Service (FFS) | Fee-For-Service (FFS) |                                    |                               |
| DPH Units of Service  | 745,642                        | 225,690               | 35,145                |                                    |                               |
| Unit Type   | Staff Minute                   | Staff Minute          | Staff Minute          | 0                                  | 0                             |
| Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only)           | \$ 3.39                        | \$ 2.80               | \$ 6.30               | \$ -                               | \$ -                          |
| Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES) | \$ 3.39                        | \$ 2.80               | \$ 6.30               | \$ -                               | \$ -                          |
| Published Rate (Medi-Cal Providers Only)                      | \$ 3.39                        | \$ 2.80               | \$ 6.30               |                                    |                               |
| Unduplicated Clients (UDC)                                    | 200                            | 200                   | 30                    |                                    | <b>Total UDC</b><br>200       |

**Appendix B - DPH 3: Salaries & Employee Benefits Detail**

Contract ID Number 1000011457  
 Program Name OTTP OP  
 Program Code 38KZ2

Appendix Number B-1  
 Page Number 3  
 Fiscal Year 2022-2023  
 Funding Notification Date 07/21/22

|   | TOTAL            |                     | 251962-10000-10001670-0001 |                     | 251982-10000-10037431-0001 |                   |                      |                      |                      |                      |                      |                      |                      |             |
|---|------------------|---------------------|----------------------------|---------------------|----------------------------|-------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|-------------|
| Funding Term  | 7/1/22 - 6/30/23 |                     | 7/1/22- 6/30/23            |                     | 7/1/22 - 6/30/23           |                   | (mm/dd/yy-mm/dd/yy): |             |
| Position Title                                      | FTE              | Salaries            | FTE                        | Salaries            | FTE                        | Salaries          | FTE                  | Salaries             | FTE                  | Salaries             | FTE                  | Salaries             | FTE                  | Salaries    |
| Division Director, MS OTR/L (1)                     | 0.50             | \$ 79,088           | 0.48                       | \$ 72,580           | 0.02                       | \$ 6,508          |                      |                      |                      |                      |                      |                      |                      |             |
| Clinical Director, LCSW                             | 0.40             | \$ 42,924           | 0.37                       | \$ 39,392           | 0.03                       | \$ 3,532          |                      |                      |                      |                      |                      |                      |                      |             |
| Mental Health Rehabilitation Specialist, MS, OTR/L  | 12.60            | \$ 1,210,830        | 11.50                      | \$ 1,111,194        | 1.10                       | \$ 99,636         |                      |                      |                      |                      |                      |                      |                      |             |
| Licensed Clinical Social Worker, LCSW               | 2.00             | \$ 197,117          | 1.84                       | \$ 180,897          | 0.16                       | \$ 16,220         |                      |                      |                      |                      |                      |                      |                      |             |
| Associate Marriage and Family Therapist ,AMFT       | 2.90             | \$ 240,305          | 2.66                       | \$ 220,531          | 0.24                       | \$ 19,774         |                      |                      |                      |                      |                      |                      |                      |             |
| Psychiatric Mental Health Nurse Practitioner, PMHNP | 0.60             | \$ 164,968          | 0.60                       | \$ 164,968          | 0.00                       | \$ -              |                      |                      |                      |                      |                      |                      |                      |             |
| Psychotherapist                                     | 4.00             | \$ 287,648          | 3.65                       | \$ 263,978          | 0.35                       | \$ 23,670         |                      |                      |                      |                      |                      |                      |                      |             |
| Billing Manager (2)                                 | 0.25             | \$ 25,493           | 0.24                       | \$ 23,395           | 0.01                       | \$ 2,098          |                      |                      |                      |                      |                      |                      |                      |             |
| Billing Analyst (2)                                 | 0.35             | \$ 27,361           | 0.33                       | \$ 25,110           | 0.02                       | \$ 2,251          |                      |                      |                      |                      |                      |                      |                      |             |
| Administrative Assistant (3)                        | 1.40             | \$ 97,987           | 1.28                       | \$ 89,924           | 0.12                       | \$ 8,063          |                      |                      |                      |                      |                      |                      |                      |             |
|   | 0.00             | \$ -                |                            |                     |                            |                   |                      |                      |                      |                      |                      |                      |                      |             |
|   | 0.00             | \$ -                |                            |                     |                            |                   |                      |                      |                      |                      |                      |                      |                      |             |
|   | 0.00             | \$ -                |                            |                     |                            |                   |                      |                      |                      |                      |                      |                      |                      |             |
|   | 0.00             | \$ -                |                            |                     |                            |                   |                      |                      |                      |                      |                      |                      |                      |             |
|   | 0.00             | \$ -                |                            |                     |                            |                   |                      |                      |                      |                      |                      |                      |                      |             |
|   | 0.00             | \$ -                |                            |                     |                            |                   |                      |                      |                      |                      |                      |                      |                      |             |
| <b>Totals:</b>                                      | <b>25.00</b>     | <b>\$ 2,373,721</b> | <b>22.95</b>               | <b>\$ 2,191,969</b> | <b>2.05</b>                | <b>\$ 181,752</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 Benefits:</b>                           | <b>23.2%</b>     | <b>\$ 551,311</b>   | <b>23.2%</b>               | <b>\$ 508,986</b>   | <b>23.3%</b>               | <b>\$ 42,325</b>  | <b>0.00%</b>         |                      | <b>0.00%</b>         |                      | <b>0.00%</b>         |                      | <b>0.00%</b>         |             |
| <b>TOTAL SALARIES &amp; BENEFITS</b>                |                  | <b>\$ 2,925,032</b> |                            | <b>\$ 2,700,955</b> |                            | <b>\$ 224,077</b> |                      | <b>\$ -</b>          |                      | <b>\$ -</b>          |                      | <b>\$ -</b>          |                      | <b>\$ -</b> |

- 1) Division Director supervises staff, including interns, and deals with direct programmatic issues.
- 2) Billing Manager and Billing Assistant meet with clinicians to handle issues relating to Medi-Cal eligibility and assist clients, including their families, with obtaining Medi-Cal benefits.
- 3) Administrative Assistants greet clients at the office, answer phone calls of families and clients, order client supplies, assist with client contract compliance including creating and maintaining client files.

Appendix B - DPH 4: Operating Expenses Detail

Contract ID Number 1000011457  
 Program Name OTTP OP  
 Program Code 38KZ2

Appendix Number B-1  
 Page Number 4  
 Fiscal Year 2022-2023  
 Funding Notification Date 07/21/22

| Expense Categories & Line Items  | TOTAL             | 251962-10000-10001670-0001 | 251982-10000-10037431-0001 |                     |                     |                     |                     |
|--|-------------------|----------------------------|----------------------------|---------------------|---------------------|---------------------|---------------------|
| Funding Term   | 7/1/22 - 6/30/23  | 7/1/22 - 6/30/23           | 7/1/22 - 6/30/23           | (mm/dd/yy-mm/dd/yy) | (mm/dd/yy-mm/dd/yy) | (mm/dd/yy-mm/dd/yy) | (mm/dd/yy-mm/dd/yy) |
| Rent   | \$ 96,685         | \$ 88,770                  | \$ 7,915                   |                     |                     |                     |                     |
| Utilities (telephone, electricity, water, gas)   | \$ 17,628         | \$ 16,177                  | \$ 1,451                   |                     |                     |                     |                     |
| Building Repair/Maintenance  | \$ 6,600          | \$ 6,098                   | \$ 502                     |                     |                     |                     |                     |
| <b>Occupancy Total:</b>  | <b>\$ 120,913</b> | <b>\$ 111,045</b>          | <b>\$ 9,868</b>            | \$ -                | \$ -                | \$ -                | \$ -                |
| Office Supplies  | \$ 23,303         | \$ 21,653                  | \$ 1,650                   |                     |                     |                     |                     |
| Photocopying   | \$ -              | \$ -                       |                            |                     |                     |                     |                     |
| Program Supplies   | \$ 12,750         | \$ 11,701                  | \$ 1,049                   |                     |                     |                     |                     |
| Computer Hardware/Software   | \$ -              | \$ -                       | \$ -                       |                     |                     |                     |                     |
| <b>Materials &amp; Supplies Total:</b>   | <b>\$ 36,053</b>  | <b>\$ 33,354</b>           | <b>\$ 2,699</b>            | \$ -                | \$ -                | \$ -                | \$ -                |
| Training/Staff Development   | \$ 10,200         | \$ 9,394                   | \$ 806                     |                     |                     |                     |                     |
| Insurance  | \$ -              | \$ -                       |                            |                     |                     |                     |                     |
| Professional License   | \$ 529            | \$ 485                     | \$ 44                      |                     |                     |                     |                     |
| Permits  | \$ -              | \$ -                       |                            |                     |                     |                     |                     |
| Equipment Lease & Maintenance  | \$ 13,847         | \$ 12,708                  | \$ 1,139                   |                     |                     |                     |                     |
| <b>General Operating Total:</b>  | <b>\$ 24,576</b>  | <b>\$ 22,587</b>           | <b>\$ 1,989</b>            | \$ -                | \$ -                | \$ -                | \$ -                |
| Local Travel   | \$ 30,750         | \$ 28,228                  | \$ 2,522                   |                     |                     |                     |                     |
| Out-of-Town Travel   | \$ -              | \$ -                       |                            |                     |                     |                     |                     |
| Field Expenses   | \$ -              | \$ -                       |                            |                     |                     |                     |                     |
| <b>Staff Travel Total:</b>   | <b>\$ 30,750</b>  | <b>\$ 28,228</b>           | <b>\$ 2,522</b>            | \$ -                | \$ -                | \$ -                | \$ -                |
| Consultant/Subcontractor Doctor Simret Nanda, Child/Adolescent Psychiatrist, provides weekly supervision services to OTTP-SF's Licensed Psychiatric Nurse Practitioner (PMHNP) from 7/1/2022-12/31/2022. The hourly rate is \$250 per hour with estimated work of .5 hour per week at 26 weeks during the fiscal year (\$250 x 13 hours = \$3,250) | \$ 3,250          | \$ 2,983                   | \$ 267                     |                     |                     |                     |                     |
|  | \$ -              |                            |                            |                     |                     |                     |                     |
| <b>Consultant/Subcontractor Total:</b>   | <b>\$ 3,250</b>   | <b>\$ 2,983</b>            | <b>\$ 267</b>              | \$ -                | \$ -                | \$ -                | \$ -                |
| Other (provide detail):  | \$ -              |                            |                            |                     |                     |                     |                     |
| Client Food (1)  | \$ 15,205         | \$ 13,974                  | \$ 1,231                   |                     |                     |                     |                     |
| Recruitment Postings   | \$ 4,100          | \$ 3,763                   | \$ 337                     |                     |                     |                     |                     |
| <b>Other Total:</b>  | <b>\$ 19,305</b>  | <b>\$ 17,737</b>           | <b>\$ 1,568</b>            | \$ -                | \$ -                | \$ -                | \$ -                |
| <b>TOTAL OPERATING EXPENSE</b>   | <b>\$ 234,847</b> | <b>\$ 215,934</b>          | <b>\$ 18,913</b>           | \$ -                | \$ -                | \$ -                | \$ -                |

Note: Expense Categories (i.e., Occupancy, Materials & Supplies, etc.) may NOT be changed. However, default Expense Line Items may be edited or deleted as necessary to reflect the contractor's ledger accounts.

(1) Program snacks and healthy food, including purchase of healthy ingredients to conduct cooking as part of therapeutic activity.



Appendix B - DPH 3: Salaries & Employee Benefits Detail

Contract ID Number 1000011457  
 Program Name Family Mosaic Services  
 Program Code 38KZ4

Appendix Number B-3  
 Page Number 6  
 Fiscal Year 2022-2023  
 Funding Notification Date 07/21/22

|  | TOTAL            |                      | 251962-10000-10001670-0001 |                      | 251962-10000-10001794-0001 |                      | 251984-17156-10031199-0069 |                     |                      |                      |                      |             |              |             |
|--|------------------|----------------------|----------------------------|----------------------|----------------------------|----------------------|----------------------------|---------------------|----------------------|----------------------|----------------------|-------------|--------------|-------------|
| Funding Term                                       | 7/1/22 - 6/30/23 |                      | 7/1/22- 6/30/23            |                      | 7/1/22- 6/30/23            |                      | 7/1/22- 6/30/23            |                     | (mm/dd/yy-mm/dd/yy): | (mm/dd/yy-mm/dd/yy): | (mm/dd/yy-mm/dd/yy): |             |              |             |
| Position Title                                     | FTE              | Salaries             | FTE                        | Salaries             | FTE                        | Salaries             | FTE                        | Salaries            | FTE                  | Salaries             | FTE                  | Salaries    | FTE          | Salaries    |
| Division Director, MS OTR/L (1)                    | 0.07             | \$ 7,532.00          | 0.04                       | \$ 4,138.00          | 0.02                       | \$ 2,484.00          | 0.01                       | \$ 910.00           |                      |                      |                      |             |              |             |
| Clinical Director, LCSW                            | 0.25             | \$ 26,308.00         | 0.14                       | \$ 14,453.00         | 0.08                       | \$ 8,677.00          | 0.03                       | \$ 3,178.00         |                      |                      |                      |             |              |             |
| Mental Health Rehabilitation Specialist, MS, OTR/L | 2.00             | \$ 196,376.00        | 1.05                       | \$ 107,889.00        | 0.70                       | \$ 64,770.00         | 0.25                       | \$ 23,717.00        |                      |                      |                      |             |              |             |
| Billing Manager (2)                                | 0.11             | \$ 10,925.00         | 0.06                       | \$ 6,002.00          | 0.04                       | \$ 3,603.00          | 0.01                       | \$ 1,320.00         |                      |                      |                      |             |              |             |
| Billing Analyst (2)                                | 0.16             | \$ 11,857.00         | 0.09                       | \$ 6,514.00          | 0.05                       | \$ 3,911.00          | 0.02                       | \$ 1,432.00         |                      |                      |                      |             |              |             |
| Marketing and Communications Manager (3)           | 0.20             | \$ 14,763.00         | 0.11                       | \$ 8,111.00          | 0.07                       | \$ 4,869.00          | 0.02                       | \$ 1,783.00         |                      |                      |                      |             |              |             |
| Administrative Assistant (4)                       | 0.04             | \$ 2,221.00          | 0.02                       | \$ 1,220.00          | 0.01                       | \$ 732.00            | 0.01                       | \$ 269.00           |                      |                      |                      |             |              |             |
|  | 0.00             | \$ -                 |                            |                      |                            |                      |                            |                     |                      |                      |                      |             |              |             |
|  | 0.00             | \$ -                 |                            |                      |                            |                      |                            |                     |                      |                      |                      |             |              |             |
|  | 0.00             | \$ -                 |                            |                      |                            |                      |                            |                     |                      |                      |                      |             |              |             |
| <b>Totals:</b>                                     | <b>2.83</b>      | <b>\$ 269,982.00</b> | <b>1.51</b>                | <b>\$ 148,327.00</b> | <b>0.97</b>                | <b>\$ 89,046.00</b>  | <b>0.35</b>                | <b>\$ 32,609.00</b> | <b>0.00</b>          | <b>\$ -</b>          | <b>0.00</b>          | <b>\$ -</b> | <b>0.00</b>  | <b>\$ -</b> |
| <b>Employee Benefits:</b>                          | <b>22.9%</b>     | <b>\$ 61,759.00</b>  | <b>22.9%</b>               | <b>\$ 33,931.00</b>  | <b>22.9%</b>               | <b>\$ 20,369.00</b>  | <b>22.9%</b>               | <b>\$ 7,459.00</b>  | <b>0.00%</b>         |                      | <b>0.00%</b>         |             | <b>0.00%</b> |             |
| <b>TOTAL SALARIES &amp; BENEFITS</b>               |                  | <b>\$ 331,741.00</b> |                            | <b>\$ 182,258.00</b> |                            | <b>\$ 109,415.00</b> |                            | <b>\$ 40,068.00</b> |                      | <b>\$ -</b>          |                      | <b>\$ -</b> |              | <b>\$ -</b> |

**Appendix B - DPH 4: Operating Expenses Detail**

Contract ID Number 1000011457  
 Program Name Family Mosaic Services  
 Program Code 38KZ4

Appendix Number B-3  
 Page Number 7  
 Fiscal Year 2022-2023  
 Funding Notification Date 07/21/22

| Expense Categories & Line Items   | TOTAL               | 251962-10000-10001670-0001 | 251962-10000-10001794-0001 | 251984-17156-10031199-0069 | 251962-10000-10001794-0001 |             |             |
|---|---------------------|----------------------------|----------------------------|----------------------------|----------------------------|-------------|-------------|
| Funding Term  | 7/1/22 - 6/30/23    | 7/1/22- 6/30/23            | 7/1/22- 6/30/23            | 7/1/22- 6/30/23            | 7/1/22- 6/30/23            |             |             |
| Rent  | \$ 10,610.00        | \$ 5,829.00                | \$ 3,499.00                | \$ 1,282.00                | \$ -                       |             |             |
| Utilities (telephone, electricity, water, gas)  | \$ 2,423.00         | \$ 1,331.00                | \$ 799.00                  | \$ 293.00                  | \$ -                       |             |             |
| Building Repair/Maintenance   | \$ 1,456.00         | \$ 800.00                  | \$ 480.00                  | \$ 176.00                  | \$ -                       |             |             |
| <b>Occupancy Total:</b>   | <b>\$ 14,489.00</b> | <b>\$ 7,960.00</b>         | <b>\$ 4,778.00</b>         | <b>\$ 1,751.00</b>         | <b>\$ -</b>                | <b>\$ -</b> | <b>\$ -</b> |
| Office Supplies   | \$ 1,153.00         | \$ 635.00                  | \$ 380.00                  | \$ 138.00                  | \$ -                       |             |             |
| Photocopying  | \$ -                | \$ -                       | \$ -                       | \$ -                       | \$ -                       |             |             |
| Program Supplies  | \$ 1,500.00         | \$ 824.00                  | \$ 495.00                  | \$ 181.00                  | \$ -                       |             |             |
| Computer Hardware/Software  | \$ -                | \$ -                       | \$ -                       | \$ -                       | \$ -                       |             |             |
| <b>Materials &amp; Supplies Total:</b>  | <b>\$ 2,653.00</b>  | <b>\$ 1,459.00</b>         | <b>\$ 875.00</b>           | <b>\$ 319.00</b>           | <b>\$ -</b>                | <b>\$ -</b> | <b>\$ -</b> |
| Training/Staff Development  | \$ 1,000.00         | \$ 549.00                  | \$ 330.00                  | \$ 121.00                  | \$ -                       |             |             |
| Insurance   | \$ -                | \$ -                       | \$ -                       | \$ -                       | \$ -                       |             |             |
| Professional License  | \$ -                | \$ -                       | \$ -                       | \$ -                       | \$ -                       |             |             |
| Permits   | \$ -                | \$ -                       | \$ -                       | \$ -                       | \$ -                       |             |             |
| Equipment Lease & Maintenance   | \$ -                | \$ -                       | \$ -                       | \$ -                       | \$ -                       |             |             |
| <b>General Operating Total:</b>   | <b>\$ 1,000.00</b>  | <b>\$ 549.00</b>           | <b>\$ 330.00</b>           | <b>\$ 121.00</b>           | <b>\$ -</b>                | <b>\$ -</b> | <b>\$ -</b> |
| Local Travel  | \$ 2,001.00         | \$ 1,099.00                | \$ 660.00                  | \$ 242.00                  | \$ -                       |             |             |
| Out-of-Town Travel  | \$ -                | \$ -                       | \$ -                       | \$ -                       | \$ -                       |             |             |
| Field Expenses  | \$ -                | \$ -                       | \$ -                       | \$ -                       | \$ -                       |             |             |
| <b>Staff Travel Total:</b>  | <b>\$ 2,001.00</b>  | <b>\$ 1,099.00</b>         | <b>\$ 660.00</b>           | <b>\$ 242.00</b>           | <b>\$ -</b>                | <b>\$ -</b> | <b>\$ -</b> |
| Consultant/Subcontractor (Provide Consultant/Subcontracting Agency Name, Service Detail w/Dates, Hourly Rate and Amounts) | \$ -                | \$ -                       | \$ -                       | \$ -                       | \$ -                       |             |             |
| <b>Consultant/Subcontractor Total:</b>  | <b>\$ -</b>         | <b>\$ -</b>                | <b>\$ -</b>                | <b>\$ -</b>                | <b>\$ -</b>                | <b>\$ -</b> | <b>\$ -</b> |
| Other (provide detail):   | \$ -                |                            |                            |                            |                            |             |             |
| Client Food (1)   | \$ 1,749.00         | \$ 961.00                  | \$ 577.00                  | \$ 211.00                  | \$ -                       |             |             |
| Student Wages (VTEP)  | \$ 9,065.00         | \$ -                       | \$ -                       | \$ -                       | \$ 9,065.00                |             |             |
| <b>Other Total:</b>   | <b>\$ 10,814.00</b> | <b>\$ 961.00</b>           | <b>\$ 577.00</b>           | <b>\$ 211.00</b>           | <b>\$ 9,065.00</b>         | <b>\$ -</b> | <b>\$ -</b> |
| <b>TOTAL OPERATING EXPENSE</b>  | <b>\$ 30,957.00</b> | <b>\$ 12,028.00</b>        | <b>\$ 7,220.00</b>         | <b>\$ 2,644.00</b>         | <b>\$ 9,065.00</b>         | <b>\$ -</b> | <b>\$ -</b> |

Note: Expense Categories (i.e., Occupancy, Materials & Supplies, etc.) may NOT be changed. However, default Expense Line Items may be edited or deleted as necessary to reflect the contractor's ledger accounts.

(1) Program snacks and healthy food, including purchase of healthy ingredients to conduct cooking as part of therapeutic activity.



## APPENDIX E



San Francisco Department of Public Health  
Business Associate Agreement

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

**RECITALS**

- A. CE, by and through the San Francisco Department of Public Health (“SFDPH”), wishes to disclose certain information to BA pursuant to the terms of the Agreement, some of which may constitute Protected Health Information (“PHI”) (defined below).
- B. For purposes of the Agreement, CE requires Contractor, even if Contractor is also a covered entity under HIPAA, to comply with the terms and conditions of this BAA as a BA of CE.
- C. CE and BA intend to protect the privacy and provide for the security of PHI disclosed to BA pursuant to the Agreement in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (“the HITECH Act”), and regulations promulgated there under by the U.S. Department of Health and Human Services (the “HIPAA Regulations”) and other applicable laws, including, but not limited to, California Civil Code §§ 56, et seq., California Health and Safety Code § 1280.15, California Civil Code §§ 1798, et seq., California Welfare & Institutions Code §§5328, et seq., and the regulations promulgated there under (the “California Regulations”).
- D. As part of the HIPAA Regulations, the Privacy Rule and the Security Rule (defined below) require CE to enter into a contract containing specific requirements with BA prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 164.314(a), 164.502(a) and (e) and 164.504(e) of the Code of Federal Regulations (“C.F.R.”) and contained in this BAA.
- E. BA enters into agreements with CE that require the CE to disclose certain identifiable health information to BA. The parties desire to enter into this BAA to permit BA to have access to such information and comply with the BA requirements of HIPAA, the HITECH Act, and the corresponding Regulations.

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

**1. Definitions.**

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

## APPENDIX E



San Francisco Department of Public Health  
Business Associate Agreement

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

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

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

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

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

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

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

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

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

**k. Protected Health Information or PHI** means any information, including electronic PHI, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or

## APPENDIX E



San Francisco Department of Public Health  
Business Associate Agreement

with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Sections 160.103 and 164.501. For the purposes of this BAA, PHI includes all medical information and health insurance information as defined in California Civil Code Sections 56.05 and 1798.82.

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

**m. Security Incident** means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system, and shall have the meaning given to such term under the Security Rule, including, but not limited to, 45 C.F.R. Section 164.304.

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

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

## 2. Obligations of Business Associate.

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

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

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**c. Permitted Uses.** BA may use, access, and/or disclose Protected Information only for the purpose of performing BA's obligations for, or on behalf of, the City and as permitted or required under the Agreement and BAA, or as required by law. Further, BA shall not use Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so used by CE. However, BA may use Protected Information as necessary (i) for the proper management and administration of BA; (ii) to carry out the legal responsibilities of BA; (iii) as required by law; or (iv) for Data Aggregation purposes relating to the Health Care Operations of CE [45 C.F.R. Sections 164.502, 164.504(e)(2), and 164.504(e)(4)(i)].

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

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

**f. Appropriate Safeguards.** BA shall take the appropriate security measures to protect the confidentiality, integrity and availability of PHI that it creates, receives, maintains, or transmits on behalf of the CE, and shall prevent any use or disclosure of PHI other than as permitted by the Agreement or this

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BAA, including, but not limited to, administrative, physical and technical safeguards in accordance with the Security Rule, including, but not limited to, 45 C.F.R. Sections 164.306, 164.308, 164.310, 164.312, 164.314 164.316, and 164.504(e)(2)(ii)(B). BA shall comply with the policies and procedures and documentation requirements of the Security Rule, including, but not limited to, 45 C.F.R. Section 164.316, and 42 U.S.C. Section 17931. BA is responsible for any civil penalties assessed due to an audit or investigation of BA, in accordance with 42 U.S.C. Section 17934(c).

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

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

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

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

**k. Governmental Access to Records.** BA shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to CE and to the Secretary of the U.S. Department of Health and Human Services (the “Secretary”) for purposes of determining BA’s compliance with HIPAA [45 C.F.R. Section 164.504(e)(2)(ii)(I)]. BA shall provide CE a copy of any Protected Information and other documents and records that BA provides to the Secretary concurrently with providing such Protected Information to the Secretary.

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

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

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

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**o. Breach Pattern or Practice by Business Associate's Subcontractors and Agents.**

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

**3. Termination.**

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

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

**c. Effect of Termination.** Upon termination of the Agreement and this BAA for any reason, BA shall, at the option of CE, return or destroy all Protected Information that BA and its agents and subcontractors still maintain in any form, and shall retain no copies of such Protected Information. If return or destruction is not feasible, as determined by CE, BA shall continue to extend the protections and satisfy the obligations of Section 2 of this BAA to such information, and limit further use and disclosure of such PHI to those purposes that make the return or destruction of the information infeasible [45 C.F.R. Section 164.504(e)(2)(ii)(J)]. If CE elects destruction of the PHI, BA shall certify in writing to CE that such PHI has been destroyed in accordance with the Secretary's guidance regarding proper destruction of PHI. Per the Secretary's guidance, the City will accept destruction of electronic PHI in accordance with the standards enumerated in the NIST SP 800-88, Guidelines for Media Sanitization. The City will accept destruction of PHI contained in paper records by shredding, burning, pulping, or pulverizing the records so that the PHI is rendered unreadable, indecipherable, and otherwise cannot be reconstructed.

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

## APPENDIX E



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

**4. Amendment to Comply with Law.**

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

**5. Reimbursement for Fines or Penalties.**

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

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

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

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

|                  |  |                           |  |
|------------------|--|---------------------------|--|
| Contractor Name: |  | Contractor City Vendor ID |  |
|------------------|--|---------------------------|--|

## PRIVACY ATTESTATION

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

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

### I. All Contractors.

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

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

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

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

|  |               |  |           |  |      |  |
|--|---------------|--|-----------|--|------|--|
| ATTESTED by Privacy Officer or designated person | Name: (print) |  | Signature |  | Date |  |
|--|---------------|--|-----------|--|------|--|

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

|                               |              |  |           |  |      |  |
|-------------------------------|--------------|--|-----------|--|------|--|
| EXCEPTION(S) APPROVED by OCPA | Name (print) |  | Signature |  | Date |  |
|-------------------------------|--------------|--|-----------|--|------|--|

|                  |  |                           |  |
|------------------|--|---------------------------|--|
| Contractor Name: |  | Contractor City Vendor ID |  |
|------------------|--|---------------------------|--|

### DATA SECURITY ATTESTATION

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

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

#### I. All Contractors.

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

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

|  |               |  |           |  |      |  |
|--|---------------|--|-----------|--|------|--|
| ATTESTED by Data Security Officer or designated person | Name: (print) |  | Signature |  | Date |  |
|--|---------------|--|-----------|--|------|--|

**III. \*EXCEPTIONS:** If you have answered "NO" to any question or believe a question is Not Applicable, please contact OCPA at **1-855-729-6040** or [compliance.privacy@sfdph.org](mailto:compliance.privacy@sfdph.org) for a consultation. All "No" or "N/A" answers must be reviewed and approved by OCPA below.

|                               |              |  |           |  |      |  |
|-------------------------------|--------------|--|-----------|--|------|--|
| EXCEPTION(S) APPROVED by OCPA | Name (print) |  | Signature |  | Date |  |
|-------------------------------|--------------|--|-----------|--|------|--|

## **Appendix F**

### **Invoice**

Contractor shall submit invoices according to the procedures established by the Department of Public Health.

The Invoice Analyst for the City shall email the Contractor the appropriate invoice template to use.

Failure to use the provided invoice template by the City may result in delayed payments.

## APPENDIX K

### Data Access and Sharing Terms

#### Article 1 Access

##### 1.1 Revision to Scope of Access (RSA):

Any added access may be granted by the City to Agency and each Agency Data User through a Revision to Scope of Access in writing and executed by both parties. Any Revision to Scope of Access shall be considered a part of and incorporated into this Agreement, governed by all its terms, by reference.

##### 1.2 Primary and Alternate Agency Site Administrator.

Before System(s) access is granted, Agency must appoint a primary and alternate Agency Site Administrator responsible for System(s) access tasks, including but not limited to the following:

1.2.1 Completing and obtaining City approval of the **Account Provisioning Request documents and/or Data Set Request documents**;

1.2.2 Communicating with the SFDPH IT Service Desk;

1.2.3 Providing Agency Data User(s) details to the City;

1.2.4 Ensuring that Agency Data User(s) complete required SFDPH trainings annually;

1.2.5 Ensuring that Agency Data User(s) understand and execute SFDPH's data access confidentiality agreement; and

1.2.6 Provisioning and deprovisioning Agency Data Users as detailed herein. To start the process, the Agency Site Administrator must contact the SFDPH IT Service Desk at 628-206-7378, [dph.helpdesk@sfdph.org](mailto:dph.helpdesk@sfdph.org).

##### 1.3 SFDPH IT Service Desk.

For new provisioning requests, only Agency Site Administrators are authorized to contact the SFDPH IT Service Desk. The City reserves the right to decline any call placed by other than the Agency Site Administrator. Individual Agency Data Users are not authorized to contact the SFDPH IT Service Desk.

##### 1.4 Deprovisioning Schedule.

Agency, through the Agency Site Administrator, has sole responsibility to deprovision Agency Data Users from the System(s) as appropriate on an ongoing basis. Agency must immediately deprovision an Agency Data User upon any event ending that Data User's need to access the System(s), including job duty change and/or termination. Agency remains liable for the conduct of Agency Data Users until deprovisioned. When deprovisioning employees via the SFDPH IT Service Desk, Agency must maintain evidence that the SFDPH IT Service Desk was notified.

##### 1.5 Active Directory.

Agency Data Users will need an SFDPH Active Directory account in order to access each System(s). These Active Directory Accounts will be created as part of the provisioning process.

##### 1.6 Role Based Access.

Each Agency Data User's access to the System(s) will be role-based and access is limited to that necessary for treatment, payment, and health care operations. The City will assign Agency Data User roles upon provisioning and reserves the right to deny, revoke, limit, or modify Agency Data User's access acting in its sole discretion.

**1.7 Training Requirements.**

Before System(s) access is granted, and annually thereafter, each Agency Data User must complete SFDPH compliance, privacy, and security training. Agency must maintain written records evidencing such annual training for each Agency Data User and provide copies upon request to the City. For questions about how to complete SFDPH's compliance, privacy, and security training, contact Compliance.Privacy@sfdph.org, (855) 729-6040.

Before Agency Data User first access to System(s), system-specific training must be completed. For training information, Agency Site Administrator may contact the SFDPH IT Service Desk,

**1.8 Agency Data User Confidentiality Agreement.**

Before System(s) access is granted, as part of SFDPH's compliance, privacy, and security training, each Agency Data User must complete SFDPH's individual user confidentiality, data security and electronic signature agreement form. The agreement must be renewed annually.

**1.9 Corrective Action.**

Agency shall take corrective action, including but not limited to termination and/or suspension of any System(s) access by any Agency Data User who acts in violation of this Agreement and/or applicable regulatory requirements.

**1.10 User ID and Password.**

Each Agency Data User will be assigned or create a User ID and password. Agency and each Agency Data User shall protect the confidentiality of User IDs and passwords and shall not divulge them to any other person(s). Agency is responsible for the security of the User IDs and passwords issued to or created by Agency Data Users and is liable for any misuse.

**1.11 Notification of Compromised Password.**

In the event that a password assigned to or created by an Agency Data User is compromised or disclosed to a person other than the Agency Data User, Agency shall upon learning of the compromised password immediately notify the City, at Compliance.Privacy@sfdph.org, (855) 729-6040. Agency is liable for any such misuse. Agency's failure to monitor each Agency Data User's ID and/or password use shall provide grounds for the City to terminate and/or limit Agency's System(s) access.

**1.12 Multi Factor Authentication.**

Agency and each Agency Data User must use multi-factor authentication as directed by the City to access the System(s).

**1.13 Qualified Personnel.**

Agency shall allow only qualified personnel under Agency's direct supervision to act as Agency Data Users with access to the System(s).

**1.14 Workstation/Laptop encryption.**

All workstations and laptops that process and/or store City Data must be encrypted using a current industry standard algorithm. The encryption solution must be full disk unless approved by the SFDPH Information Security Office.

**1.15 Server Security.**

Servers containing unencrypted City Data must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.

**1.16 Removable media devices.**

All electronic files that contain City Data must be encrypted using a current industry standard algorithm when stored on any removable media or portable device (i.e. USB thumb drives, CD/DVD, smart devices tapes etc.).

**1.17 Antivirus software.**

All workstations, laptops and other systems that process and/or store City Data must install and actively use a comprehensive anti-virus software solution with automatic updates scheduled at least daily.

**1.18 Patch Management.**

All workstations, laptops and other systems that process and/or store City Data must have operating system and application security patches applied, with system reboot if necessary. There must be a documented patch management process that determines installation timeframe based on risk assessment and vendor recommendations.

**1.19 System Timeout.**

The system must provide an automatic timeout, requiring reauthentication of the user session after no more than 20 minutes of inactivity.

**1.20 Warning Banners.**

All systems containing City Data must display a warning banner each time a user attempts access, stating that data is confidential, systems are logged, and system use is for business purposes only. User must be directed to log off the system if they do not agree with these requirements.

**1.21 Transmission encryption.**

All data transmissions of City Data outside the Agency's secure internal network must be encrypted using a current industry standard algorithm. Encryption can be end to end at the network level, or the data files containing City Data can be encrypted. This requirement pertains to any type of City Data in motion such as website access, file transfer, and e-mail.

**1.22 No Faxing/Mailing.**

City Data may not be faxed or mailed.

**1.23 Intrusion Detection.**

All systems involved in accessing, holding, transporting, and protecting City Data that are accessible via the Internet must be protected by a comprehensive intrusion detection and prevention solution.

of the City.

**1.24 Security of PHI.**

Agency is solely responsible for maintaining data security policies and procedures, consistent with those of the City that will adequately safeguard the City Data and the System. Upon request, Agency will provide such security policies and procedures to the City. The City may examine annually, or in response to a security or privacy incident, Agency's facilities, computers, privacy and security policies and procedures and related records as may be necessary to be assured that Agency is in compliance with the terms of this Agreement, and as applicable HIPAA, the HITECH Act, and other federal and state privacy and security laws and regulations. Such examination will occur at a mutually acceptable time agreed upon by the parties but no later than ten (10) business days of Agency's receipt of the request.

#### **1.25 Data Security and City Data**

Agency shall provide security for its networks and all internet connections consistent with industry best practices, and will promptly install all patches, fixes, upgrades, updates and new versions of any security software it employs. For information disclosed in electronic form, Agency agrees that appropriate safeguards include electronic barriers (e.g., "firewalls", Transport Layer Security (TLS), Secure Socket Layer [SSL] encryption, or most current industry standard encryption, intrusion prevention/detection or similar barriers).

#### **1.26 Data Privacy and Information Security Program.**

Without limiting Agency's obligation of confidentiality as further described herein, Agency shall be responsible for establishing and maintaining a data privacy and information security program, including physical, technical, administrative, and organizational safeguards, that is designed to: (i) ensure the security and confidentiality of the City Data; (ii) protect against any anticipated threats or hazards to the security or integrity of the City Data; (iii) protect against unauthorized disclosure, access to, or use of the City Data; (iv) ensure the proper disposal of City Data; and, (v) ensure that all of Agency's employees, agents, and subcontractors, if any, comply with all of the foregoing. In no case shall the safeguards of Agency's data privacy and information security program be less stringent than the safeguards and standards recommended by the National Institute of Standards and Technology (NIST) Cybersecurity Framework and the Health Information Technology for Economic and Clinical Health Act (HITECH).

#### **1.27 Disaster Recovery.**

Agency must establish a documented plan to protect the security of electronic City Data in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this agreement for more than 24 hours.

#### **1.28 Supervision of Data.**

City Data in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information is not being observed by an Agency Data User authorized to access the information. City Data in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in baggage on commercial airplanes.

#### **1.29 As Is Access.**

The City provides Agency and each Agency Data User with System(s) access on an "as is" basis with no guarantee as to uptime, accessibility, or usefulness. To the fullest extent permissible by applicable law, the City disclaims all warranties, express or implied, including, without limitation, implied warranties of merchantability, fitness for a particular purpose, title and non-infringement.

**1.30 No Technical or Administrative Support.**

Except as provided herein, the City will provide no technical or administrative support to Agency or Agency Data Users for System(s) access.

**1.31 City Audit of Agency and Agency Data Users.**

The City acting in its sole discretion may audit Agency and Agency Data Users at any time. If an audit reveals an irregularity or security issue, the City may take corrective action including but not limited to termination of such Agency's and/or Agency Data User's access to the System(s) permanently or until the City determines that all irregularities have been satisfactorily cured. Agency and each Agency Data User understands that the City may create and review an audit trail for each Agency Data User, including but not limited to, noting each Agency Data User's ID(s), the patient information accessed, and/or the date accessed. Agency and each Agency Data User understands that any inappropriate access or use of patient information, as determined by the City, may result in the temporary and/or permanent termination of Agency's or such Agency Data User's access to the System(s). Agency remains liable for all inappropriate System(s) access, misuse and/or breach of patient information, whether in electronic or hard-copy form.

**1.32 Minimum Necessary.**

Agency and each Agency Data User shall safeguard the confidentiality of all City Data that is viewed or obtained through the System(s) at all times. Agency and each Agency Data User shall access patient information in the System(s) only to the minimum extent necessary for its assigned duties and shall only disclose such information to persons authorized to receive it, as minimally necessary for treatment, payment and health care operations.

**1.33 No Re-Disclosure or Reporting.**

Agency may not in any way re-disclose SFDPH Data or otherwise prepare reports, summaries, or any other material (in electronic or hard-copy format) regarding or containing City Data for transmission to any other requesting individuals, agencies, or organizations without prior written City approval and where such re-disclosure is otherwise permitted or required by law.

**1.34 Health Information Exchange.**

If Agency is qualified to enroll in a health information exchange, the City encourages Agency to do so in order to facilitate the secure exchange of data between Agency's electronic health record system (EHR) and the City's Epic EHR.

**1.35 Subcontracting.**

Agency may not subcontract any portion of Data Access Agreement, except upon prior written approval of City. If the City approves a subcontract, Agency remains fully responsible for its subcontractor(s) throughout the term and/or after expiration of this Agreement. All Subcontracts must incorporate the terms of this Data Access Agreement. To the extent that any subcontractor would have access to a System, each such subcontractor's access must be limited and subject to the same governing terms to the same extent as Agency's access. In addition, each contract between Agency and that subcontractor must, except as the City otherwise agrees, include a Business Associate Agreement requiring such subcontractor to comply with all regulatory requirements regarding third-party access, and include a provision obligating that subcontractor to (1) defend, indemnify, and hold the City harmless in the event of a data

breach in the same manner in which Agency would be so obligated, (2) provide cyber **and technology errors and omissions insurance** with limits identified in Article 5, and (3) ensure that such data has been destroyed, returned, and/or protected as provided by HIPAA at the expiration of the subcontract term.

## **Article 2 Indemnity**

### **2.1 Medical Malpractice Indemnification.**

Agency recognizes that the System(s) is a sophisticated tool for use only by trained personnel, and it is not a substitute for competent human intervention and discretionary thinking. Therefore, if providing patient treatment, Agency agrees that it will:

- (a) Read information displayed or transmitted by the System accurately and completely;
- (b) Ensure that Agency Data Users are trained on the use of the System;
- (c) Be responsible for decisions made based on the use of the System;
- (d) Verify the accuracy of all information accessed through the System using applicable standards of good medical practice to no less a degree than if Agency were using paper records;
- (e) Report to the City as soon as reasonably practicable all data errors and suspected problems related to the System that Agency knows or should know could adversely affect patient care;
- (f) Follow industry standard business continuity policies and procedures that will permit Agency to provide patient care in the event of a disaster or the System unavailability;
- (g) Use the System only in accordance with applicable standards of good medical practice.

Agency agrees to indemnify, hold harmless and defend City from any claim by or on behalf of any patient, or by or on behalf of any other third party or person claiming damage by virtue of a familial or financial relationship with such a patient, regardless of the cause, if such claim in any way arises out of or relates to patient care or outcomes based on Agency's or an Agency Data User's System access.

## **Article 3 Proprietary Rights and Data Breach**

### **3.1 Ownership of City Data.**

The Parties agree that as between them, all rights, including all intellectual property rights in and to the City Data and any derivative works of the City Data shall remain the exclusive property of the City.

### **3.2 Data Breach; Loss of City Data.**

The Agency shall notify City immediately by telephone call plus email upon the discovery of a breach (as herein). For purposes of this Section, breaches and security incidents shall be treated as discovered by Agency as of the first day on which such breach or security incident is known to the Agency, or, by exercising reasonable diligence would have been known to the Agency. Agency shall be deemed to have knowledge of a breach if such 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 or agent of the Agency.

Agency shall take:

- i. prompt corrective action to mitigate any risks or damages involved with the breach or security incident and to protect the operating environment; and

- ii. any action pertaining to a breach required by applicable federal and state laws.

**3.2.1 Investigation of Breach and Security Incidents:** The Agency shall immediately investigate such breach or security incident. As soon as the information is known and shall inform the City of:

- i. what data elements were involved, and the extent of the data disclosure or access involved in the breach, including, specifically, the number of individuals whose personal information was breached; and
- ii. a description of the unauthorized persons known or reasonably believed to have improperly used the City Data and/or a description of the unauthorized persons known or reasonably believed to have improperly accessed or acquired the City Data, or to whom it is known or reasonably believed to have had the City Data improperly disclosed to them; and
- iii. a description of where the City Data is believed to have been improperly used or disclosed; and
- iv. a description of the probable and proximate causes of the breach or security incident; and
- v. whether any federal or state laws requiring individual notifications of breaches have been triggered.

**3.2.2 Written Report:** Agency shall provide a written report of the investigation to the City as soon as practicable after the discovery of the breach or security incident. The report shall include, but not be limited to, the information specified above, as well as a complete, detailed corrective action plan, including information on measures that were taken to halt and/or contain the breach or security incident, and measures to be taken to prevent the recurrence or further disclosure of data regarding such breach or security incident.

**3.2.3 Notification to Individuals:** If notification to individuals whose information was breached is required under state or federal law, and regardless of whether Agency is considered only a custodian and/or non-owner of the City Data, Agency shall, at its sole expense, and at the sole election of City, either:

- i. make notification to the individuals affected by the breach (including substitute notification), pursuant to the content and timeliness provisions of such applicable state or federal breach notice laws. Agency shall inform the City of the time, manner and content of any such notifications, prior to the transmission of such notifications to the individuals; or
- ii. cooperate with and assist City in its notification (including substitute notification) to the individuals affected by the breach.

**3.2.4 Sample Notification to Individuals:** If notification to individuals is required, and regardless of whether Agency is considered only a custodian and/or non-owner of the City Data, Agency shall, at its sole expense, and at the sole election of City, either:

- i. electronically submit a single sample copy of the security breach notification as required to the state or federal entity and inform the City of the time, manner and content of any such submissions, prior to the transmission of such submissions to the Attorney General; or
- ii. cooperate with and assist City in its submission of a sample copy of the notification to the Attorney General.

### 3.3 **Media Communications**

City shall conduct all media communications related to such Data Breach, unless in its sole discretion, City directs Agency to do so.

**Attachment 1 to Appendix K  
System Specific Requirements**

**I. For Access to SFDPH Epic through Care Link the following terms shall apply:**

**A. SFDPH Care Link Requirements:**

**1. Connectivity.**

- a) Agency must obtain and maintain connectivity and network configuration and required hardware and equipment in accordance with specifications provided by Epic and must update the configuration of all first and third-party software as required. Technical equipment and software specifications for accessing SFDPH Care Link will change over time. Current required browser, system and connection requirements can be found on the Target Platform Roadmap and Target Platform Notes sections of the Epic Galaxy website [galaxy.epic.com](http://galaxy.epic.com). Agency is responsible for all associated costs. Agency shall ensure that Agency Data Users access the System only through equipment owned or leased and maintained by Agency.

**2. Compliance with Epic Terms and Conditions.**

- a) Agency will at all times access and use the System strictly in accordance with the Epic Terms and Conditions. The following Epic Care Link Terms and Conditions are embedded within the SFDPH Care Link application, and each Data User will need to agree to them electronically upon first sign-in before accessing SFDPH Care Link:

**3. Epic-Provided Terms and Conditions**

- a) Some short, basic rules apply to you when you use your EpicCare Link account. Please read them carefully. The Epic customer providing you access to EpicCare Link may require you to accept additional terms, but these are the rules that apply between you and Epic.
- b) Epic is providing you access to EpicCare Link, so that you can do useful things with data from an Epic customer's system. This includes using the information accessed through your account to help facilitate care to patients shared with an Epic customer, tracking your referral data, or otherwise using your account to further your business interests in connection with data from an Epic customer's system. However, you are not permitted to use your access to EpicCare Link to help you or another organization develop software that is similar to EpicCare Link. Additionally, you agree not to share your account information with anyone outside of your organization.

**II. For Access to SFDPH Epic through Epic Hyperspace and Epic Hyperdrive the following terms shall apply:**

**A. SFDPH Epic Hyperspace and Epic Hyperdrive:**

**1. Connectivity.**

- a) Agency must obtain and maintain connectivity and network configuration and required hardware and equipment in accordance with specifications provided by Epic and SFDPH and must update the configuration of all first and third-party software as required. Technical equipment and software specifications for accessing SFDPH Epic Hyperspace will change over time. Epic Hyperdrive is a web-based platform that will replace Epic Hyperspace in the future. You may request a copy of current required browser, system and connection requirements from the SFDPH IT team. Agency is responsible for all

associated costs. Agency shall ensure that Agency Data Users access the System only through equipment owned or leased and maintained by Agency.

2. Application For Access and Compliance with Epic Terms and Conditions.

- a) Prior to entering into agreement with SFDPH to access SFDPH Epic Hyperspace or Epic Hyperdrive, Agency must first complete an Application For Access with Epic Systems Corporation of Verona, WI. The Application For Access is found at: <https://userweb.epic.com/Forms/AccessApplication>. Epic Systems Corporation must notify SFDPH, in writing, of Agency's permissions to access SFDPH Epic Hyperspace or Epic Hyperdrive prior to completing this agreement. Agency will at all times access and use the system strictly in accordance with the Epic Terms and Conditions.

**III. For Access to SFDPH myAvatar through WebConnect and VDI the following terms shall apply:**

A. SFDPH myAvatar via WebConnect and VDI:

1. Connectivity.

- a. Agency must obtain and maintain connectivity and network configuration and required hardware and equipment in accordance with specifications provided by SFDPH and must update the configuration of all first and third-party software as required. Technical equipment and software specifications for accessing SFDPH myAvatar will change over time. You may request a copy of current required browser, system and connection requirements from the SFDPH IT team. Agency is responsible for all associated costs. Agency shall ensure that Agency Data Users access the System only through equipment owned or leased and maintained by Agency.

2. Information Technology (IT) Support.

- a. Agency must have qualified and professional IT support who will participate in quarterly CBO Technical Workgroups.

3. Access Control.

- a. Access to the BHS Electronic Health Record is granted based on clinical and business requirements in accordance with the Behavioral Health Services EHR Access Control Policy (6.00-06). The Access Control Policy is found at: <https://www.sfdph.org/dph/files/CBHSPolProcMnl/6.00-06.pdf>
- b. Each user is unique and agrees not to share accounts or passwords.
- c. Applicants must complete the myAvatar Account Request Form found at [https://www.sfdph.org/dph/files/CBHSdocs/BHISdocs/UserDoc/Avatar\\_Account\\_Request\\_Form.pdf](https://www.sfdph.org/dph/files/CBHSdocs/BHISdocs/UserDoc/Avatar_Account_Request_Form.pdf)
- d. Applicants must complete the credentialling process in accordance with the DHCS MHSUDS Information Notice #18-019.
- e. Applicants must complete myAvatar Training.
- f. Level of access is based on "Need to Know", job duties and responsibilities.

**Attachment 2 to Appendix K**

**Protected Information Destruction Order  
Purge Certification - Contract ID # 1000011457**

In accordance with section 3.c (Effect of Termination) of the Business Associate Agreement, attached as Appendix E to the Agreement between the City and Contractor dated 07/01/2018 (“Agreement”), the City hereby directs Contractor to destroy all Protected Information that Contractor and its agents and subcontractors (collectively “Contractor”) still maintain in any form. Contractor may retain no copies of destroyed Protected Information.” Destruction must be in accordance with the guidance of the Secretary of the U.S. Department of Health and Human Services (“Secretary”) regarding proper destruction of PHI.

**Electronic Data:** Per the Secretary’s guidance, the City will accept destruction of electronic Protected Information in accordance with the standards enumerated in the NIST SP 800-88, Guidelines for Data Sanitization (“NIST”).

**Hard-Copy Data:** Per the Secretary’s guidance, the City will accept destruction of Protected Information contained in paper records by shredding, burning, pulping, or pulverizing the records so that the Protected Information is rendered unreadable, indecipherable, and otherwise cannot be reconstructed.

\*\*\*\*\*

Contractor hereby certifies that Contractor has destroyed all Protected Information as directed by the City in accordance with the guidance of the Secretary of the U.S. Department of Health and Human Services (“Secretary”) regarding proper destruction of PHI.

**So Certified**

\_\_\_\_\_  
Signature

Title:  
\_\_\_\_\_

Date:  
\_\_\_\_\_

## Appendix L

### Educationally Related Mental Health Services (ERMHS) Treatment Protocol

This Appendix shall apply to all work performed by the Contractor in support of the Educationally Related Mental Health Services (ERMHS) of the The Department of Public Health.

A. Outpatient/School-Based/Counseling Enriched Educational Program (CEEP)

1. Individual Counseling (CASEMIS Code 510, Services codes INDTPY, IREHAB, NMIND ): One to one counseling provided by a qualified individual pursuant to an IEP. Counseling may focus on aspects, such as educational, career, personal; or include parents or staff members on learning problems or guidance programs for students. Individual Counseling includes those evidence-based interventions consistent with the student's IEP educationally related mental health goals that focus primarily on symptom reduction as a means to improve functional impairments and academic success. Individual Counseling will be provided by a mental health professional, or an intern or other mental health practitioner under the clinical supervision of a mental health professional.

2. Counseling and Guidance (Group Counseling) (CASEMIS Code 515, Service Codes GRPTPY, GREHAB): Counseling in a group setting provided by a qualified individual pursuant to the IEP. Group counseling is typically social skills development, but may focus on aspects, such as educational, career, personal. Group Counseling includes those evidence-based therapeutic interventions for more than one student that focuses on addressing the student's educationally related mental health goals and symptom reduction as a means to improve functional impairments and academic success. Group counseling will be provided by a mental health professional, or an intern or other mental health practitioner under the clinical supervision of a mental health professional.

3. Parent Counseling and Training (CASEMIS Code 520, Service Codes ICOLL, 90847, 90849, or NMCOL): Individual counseling provided by a qualified individual pursuant to an IEP to assist the parent(s) of special education students in better understanding and meeting their child's needs, may include parenting skills or other pertinent issues. Parent counseling and training will be provided by a mental health professional, or an intern or other mental health practitioner under the clinical supervision of a mental health professional.

4. Agency Linkages (Case Management) (CASEMIS Code 865, Service Codes ASMT1, H0032, GCOLL, T1017, IPT1017, NMCMB ): Service coordination and case management that facilitates the linkage of individualized education services and programs.

Linkage and Coordination – the identification and pursuit of resources needed for provision of a free and appropriate public education to a student, including, but not limited to, the following:

- a. Treatment plan development and monitoring as it relates to the ERMHS IEP goals.
- b. IEP attendance, monitoring and contributing to progress and updates to IEP goals.
- c. Monitoring service delivery to ensure an individual's access, including communication with IEP team members and referrals as approved by the IEP team.

5. Upon receiving an ERMHS referral from SFUSD, the assigned BHS ERMHS clinic will contact the parent/guardian within 48 hours of receipt of ERMHS referral packet, and schedule an intake appointment within 5 days of receiving the referral packet.

6. The assigned BHS clinic will notify the BHS ERMHS office within 24 hours to confirm receipt of referral. If the clinic cannot accommodate the referral, they will notify the BHS ERMHS office so the case can be reassigned. BHS ERMHS provider agency will complete the CANS assessment within established BHS guidelines. The CANS assessment is required for BHS reporting purposes only and is not a required component of the student's IEP.

7. BHS providers will report to the student's IEP case manager at the student's assigned school, significant student attendance issues, defined at three or more consecutive absences, at school-based, out-patient, and Counseling Enriched Educational Program (CEEP) service sessions. If BHS providers are unable to reach the IEP case manager at student's assigned school, providers may contact SFUSD's ERMHS Coordinator at 3045 Santiago Street, San Francisco, CA 94116, for assistance in making contact with the site-based IEP team, in order that attendance concerns may be addressed by the IEP team.

8. The assigned BHS clinic will maintain ongoing communication with school site (i.e., school psychologist) regarding intake process/outcome (e.g., problems with parent accessing services, etc.). The Clinic will inform the BHS ERMHS Office and SFUSD ERMHS Office simultaneously within 30 days of status of case (via notification form). Such Notification of ERMHS Status Form must be submitted with password protection by secure email.

9. Any changes in services (including but not limited to an increase or decrease in service frequency or duration, initiation of a new service, or termination of a service) must be determined through the IEP process.

10. In the event the ERMHS clinician cancels an appointment, a make-up session will be provided within two weeks to ensure compliance with student's IEP.

11. The assigned BHS clinic's ERMHS clinician agrees to attend and participate in IEP team meetings when requested by SFUSD with sufficient notice. In the event that the ERMHS clinician cannot attend an IEP meeting, it will arrange to have a summary of progress and recommended educationally related goals from the assigned mental health provider to be submitted at the IEP meeting.

12. BHS Clinicians will make their best effort to provide services at the school site when possible, and the school site will ensure that confidential space is available for the Clinicians to provide services to students. Maintaining service delivery at the school site maximizes their access to the Least Restrictive Environment.

13. If in person services are unable to be provided such as experienced during Shelter in Place orders, services will be implemented in line with Emergency Learning Plans in each student's IEP.