

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

Agreement between the City and County of San Francisco and

**EDGEWOOD CENTER FOR CHILDREN AND FAMILIES
1000030382**

Table of Contents

Article 1 Definitions..... 2

Article 2 Term of the Agreement..... 3

Article 3 Financial Matters 3

Article 4 Services and Resources..... 6

Article 5 Insurance and Indemnity..... 8

Article 6 Liability of the Parties..... 11

Article 7 Payment of Taxes..... 11

Article 8 Termination and Default..... 12

Article 9 Rights In Deliverables..... 15

Article 10 Additional Requirements Incorporated by Reference..... 16

Article 11 General Provisions 19

Article 12 Department Specific Terms 22

Article 13 Data and Security 23

Article 14 MacBride And Signature 25

This Agreement is made this 1st day of October, 2023, in the City and County of San Francisco (“City”), State of California, by and between Edgewood Center for Children and Families 1801 Vicente Street, San Francisco, CA 94116 (“Contractor”) and City.

Recitals

WHEREAS, the Department of Public Health (“Department”) wishes to provide intensive services for behavioral health, assessment, and acute intervention; and

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

WHEREAS, Contractor was competitively selected pursuant to Sourcing Event ID SFGOV-0000008079; and

WHEREAS, this Contract is deemed exempt from Chapter 14B of the San Francisco Administrative Code and there is no Local Business Entity (“LBE”) subcontracting participation requirement for this Agreement; and

WHEREAS, approval for the Agreement was obtained on August 31, 2023 from the Civil Service Commission under PSC number 46987-16/17 in the amount of \$349,700,000 for the period commencing 07/01/2017 and ending 06/30/2028; and

Now, THEREFORE, the parties agree as follows:

Article 1 Definitions

The following definitions apply to this Agreement:

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

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

1.3 **“City Data”** means that data as described in Article 13 of this Agreement which includes, without limitation, all data collected, used, maintained, processed, stored, or generated by or on behalf of the City in connection with this Agreement. City Data includes, without limitation, Confidential Information.

1.4 **“CMD”** means the Contract Monitoring Division of the City.

1.5 **“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).

1.6 **“Contractor” or “Consultant”** means Edgewood Center for Children and Families 1801 Vicente Street San Francisco, CA 94116.

1.7 **“Deliverables”** means Contractor’s work product resulting from the Services provided by Contractor to City during the course of Contractor’s performance of the Agreement, including without limitation, the work product described in the “Scope of Services” attached as Appendix A.

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

1.9 **“Party” and “Parties”** means the City and Contractor either collectively or individually.

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

Article 2 Term of the Agreement

2.1 **Term.** The term of this Agreement shall commence on October 01, 2023 and expire on September 30, 2025, unless earlier terminated as otherwise provided herein.

Article 3 Financial Matters

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

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

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

3.3 **Compensation.**

3.3.1 **Calculation of Charges.** Contractor shall provide an invoice to the City on a monthly basis for goods delivered and/or 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 goods and/or Services identified in the invoice that the City, in his or her sole discretion, concludes has been satisfactorily performed. In no event shall the amount of this Agreement exceed Nine Million Five Hundred Fifty Four Thousand Eight Hundred Seven Dollars (\$9,554,807). The breakdown of charges associated with this Agreement appears in

Appendix B, "Calculation of Charges." 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. City will not honor minimum service order charges for any services covered by this Agreement.

3.3.2 Payment Limited to Satisfactory Services and Delivery of Goods. Contractor is not entitled to any payments from City until City approves the goods and/or Services delivered pursuant to this Agreement. Payments to Contractor by City shall not excuse Contractor from its obligation to replace unsatisfactory delivery of goods and/or Services even if the unsatisfactory character may not have been apparent or detected at the time such payment was made. Goods and/or Services delivered pursuant to this Agreement that do not conform to the requirements of this Agreement may be rejected by City and in such case must be replaced by Contractor without delay at no cost to the City.

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

3.3.4 Invoice Format. Invoices furnished by Contractor under this Agreement must be in a form acceptable to the Controller and City and include a unique invoice number and a specific invoice date. Payment shall be made by City as specified in Section 3.3.7, or in such alternate manner as the Parties have mutually agreed upon in writing. All invoices must show the PeopleSoft Purchase Order ID Number, PeopleSoft Supplier Name and ID, Item numbers (if applicable), complete description of goods delivered or Services performed, sales/use tax (if applicable), contract payment terms and contract price. Invoices that do not include all required information or contain inaccurate information will not be processed for payment.

3.3.5 Reserved. (LBE Payment and Utilization Tracking System)

3.3.6 Getting paid by the City for Goods and/or Services.

(a) The City and County of San Francisco utilizes the Paymode-X[®] service offered by Bank of America Merrill Lynch to pay City contractors. Contractor must sign up to receive electronic payments to be paid under this Agreement. To sign up for electronic payments, visit http://portal.paymode.com/city_countyofsanfrancisco.

(b) At the option of the City, Contractor may be required to submit invoices directly in the City's financial and procurement system (PeopleSoft) via eSettlement. Refer to <https://sfcitypartner.sfgov.org/pages/training.aspx> for more information on eSettlement. For access to PeopleSoft eSettlement, submit a request through sfemployeeportalsupport@sfgov.org.

3.3.7 Grant Funded Contracts.

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

(b) **Reserved. (Grant Terms).**

3.3.8 Payment Terms.

(a) **Payment Due Date:** Unless City notifies the Contractor that a dispute exists, Payment shall be made within 30 calendar days, measured from (1) the delivery of goods and/or the rendering of services or (2) the date of receipt of the invoice, whichever is later. Payment is deemed to

be made on the date on which City has issued a check to Contractor or, if Contractor has agreed to electronic payment, the date on which City has posted electronic payment to Contractor.

(b) Reserved. (Payment Discount Terms).

3.4 Audit and Inspection of Records.

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

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

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

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

3.4.4 Any financial adjustments necessitated by this audit report shall be made by Contractor to the City. If Contractor is under contract to the City, the adjustment may be made in the next subsequent billing by Contractor to the City, or may be made by another written schedule determined

solely by the City. In the event Contractor is not under contract to the City, written arrangements shall be made for audit adjustments.

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

3.6 Payment of Prevailing Wages (Reserved)

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

Article 4 Services and Resources

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

4.2 Personnel

4.2.1 Qualified Personnel. Contractor shall utilize only competent personnel under the supervision of, and in the employment of, Contractor (or Contractor's authorized subcontractors) to

perform the Services. Contractor will comply with City's reasonable requests regarding assignment and/or removal of personnel, but all personnel, including those assigned at City's request, must be supervised by Contractor. Contractor shall commit adequate resources to allow timely completion within the project schedule specified in this Agreement.

4.3 Subcontracting.

4.3.1 Contractor may subcontract portions of the Services only upon prior written approval of City. Contractor is responsible for its subcontractors throughout the course of the work required to perform the Services. All Subcontracts must incorporate the terms of Article 10 "Additional Requirements Incorporated by Reference" of this Agreement, unless inapplicable. Neither Party shall, on the basis of this Agreement, contract on behalf of, or in the name of, the other Party. Any agreement made in violation of this provision shall be null and void.

4.3.2 Subcontractors named in Appendices B.

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

4.4.1 **Independent Contractor.** For the purposes of this Section 4.4, "Contractor" shall be deemed to include not only Contractor, but also any agent or employee of Contractor. Contractor acknowledges and agrees that at all times, Contractor or any agent or employee of Contractor shall be deemed at all times to be an independent contractor and is wholly responsible for the manner in which it performs the services and work requested by City under this Agreement. Contractor, its agents, and employees will not represent or hold themselves out to be employees of the City at any time. Contractor or any agent or employee of Contractor shall not have employee status with City, nor be entitled to participate in any plans, arrangements, or distributions by City pertaining to or in connection with any retirement, health or other benefits that City may offer its employees. Contractor or any agent or employee of Contractor is liable for the acts and omissions of itself, its employees and its agents. Contractor shall be responsible for all obligations and payments, whether imposed by federal, state or local law, including, but not limited to, FICA, income tax withholdings, unemployment compensation, insurance, and other similar responsibilities related to Contractor's performing services and work, or any agent or employee of Contractor providing same. Nothing in this Agreement shall be construed as creating an employment or agency relationship between City and Contractor or any agent or employee of Contractor. Any terms in this Agreement referring to direction from City shall be construed as providing for direction as to policy and the result of Contractor's work only, and not as to the means by which such a result is obtained. City does not retain the right to control the means or the method by which Contractor performs work under this Agreement. Contractor agrees to maintain and make available to City, upon request and during regular business hours, accurate books and accounting records demonstrating Contractor's compliance with this Section. Should City determine that Contractor, or any agent or employee of Contractor, is not performing in accordance with the requirements of this Agreement, City shall provide Contractor with written notice of such failure. Within five (5) business days of Contractor's receipt of such notice, and in accordance with Contractor policy and procedure, Contractor shall remedy the deficiency. Notwithstanding, if City believes that an action of Contractor, or any agent or employee of Contractor, warrants immediate remedial action by Contractor, City shall contact Contractor and provide Contractor in writing with the reason for requesting such immediate action.

4.4.2 **Payment of Employment Taxes and Other Expenses.** Should City, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Division, or both, determine that Contractor is an employee for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Contractor which can be applied against this liability). City shall then forward those amounts to the relevant taxing authority. Should a relevant taxing authority determine a liability for past services

performed by Contractor for City, upon notification of such fact by City, Contractor shall promptly remit such amount due or arrange with City to have the amount due withheld from future payments to Contractor under this Agreement (again, offsetting any amounts already paid by Contractor which can be applied as a credit against such liability). A determination of employment status pursuant to this Section 4.4 shall be solely limited to the purposes of the particular tax in question, and for all other purposes of this Agreement, Contractor shall not be considered an employee of City. Notwithstanding the foregoing, Contractor agrees to indemnify and save harmless City and its officers, agents and employees from, and, if requested, shall defend them against any and all claims, losses, costs, damages, and expenses, including attorneys' fees, arising from this Section.

4.5 Assignment. The Services to be performed by Contractor are personal in character. 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.

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

4.7 Reserved. (Liquidated Damages)

Article 5 Insurance and Indemnity

5.1 Insurance.

5.1.1 Required Coverages. Insurance limits are subject to Risk Management review and revision, as appropriate, as conditions warrant. Without in any way limiting Contractor's liability pursuant to the "Indemnification" section of this Agreement, Contractor must maintain in force, during the full term of the Agreement, insurance in the following amounts and coverages:

(a) Commercial General Liability Insurance with limits not less than \$10,000,000 each occurrence for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations. **Policy must include Abuse and Molestation coverage with limits not less than \$5,000,000 each occurrence.**

(b) Commercial Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence, "Combined Single Limit" for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.

(c) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than **\$1,000,000** each accident, injury, or illness.

(d) Professional Liability Insurance, applicable to Contractor's profession, with limits not less than **\$1,000,000** for each claim with respect to negligent acts, errors or omissions in connection with the Services.

(e) Reserved. (Technology Errors and Omissions Liability).

(f) Cyber and Privacy Insurance with limits of not less than \$2,000,000 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 any form.

(g) Blanket Fidelity Bond or Crime Policy with limits in the amount of Initial Payment included under this Agreement covering employee theft of money written with a per loss limit.

(h) Reserved. (Pollution Liability Insurance).

5.1.2 Additional Insured Endorsements

(a) The Commercial General Liability policy must be endorsed to name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees.

(b) The Commercial Automobile Liability Insurance policy must be endorsed to name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees.

5.1.3 Waiver of Subrogation Endorsements

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

5.1.4 Primary Insurance Endorsements

(a) The Commercial General Liability policy shall provide that such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that the insurance applies separately to each insured against whom claim is made or suit is brought.

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

(c) Reserved. (The Pollution Liability Insurance).

5.1.5 Other Insurance Requirements

(a) Thirty (30) days' advance written notice shall be provided to the City of cancellation, intended non-renewal, or reduction in coverages, except for non-payment for which no less than ten (10) days' notice shall be provided to City. Notices shall be sent to the City email address: **insurance-contractsrm410@sfdph.org**.

(b) Should any of the required insurance be provided under a claims-made form, Contractor shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three years beyond the expiration of this Agreement, to the effect that,

should occurrences during the Agreement term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.

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

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

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

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

5.2 Indemnification.

5.2.1 Contractor shall indemnify and hold harmless City and its officers, agents and employees from, and, if requested, shall defend them from and against any and all claims, demands, losses, damages, costs, expenses, and liability (legal, contractual, or otherwise) arising from or in any way connected with any: (i) injury to or death of a person, including employees of City or Contractor; (ii) loss of or damage to property; (iii) violation of local, state, or federal common law, statute or regulation, including but not limited to privacy or personally identifiable information, health information, disability and labor laws or regulations; (iv) strict liability imposed by any law or regulation; or (v) losses arising from Contractor's execution of subcontracts not in accordance with the requirements of this Agreement applicable to subcontractors; so long as such injury, violation, loss, or strict liability (as set forth in subsections (i) – (v) above) arises directly or indirectly from Contractor's performance of this Agreement, including, but not limited to, Contractor's use of facilities or equipment provided by City or others, regardless of the negligence of, and regardless of whether liability without fault is imposed or sought to be imposed on City, except to the extent that such indemnity is void or otherwise unenforceable under applicable law, and except where such loss, damage, injury, liability or claim is the result of the active negligence or willful misconduct of City and is not contributed to by any act of, or by any omission to perform some duty imposed by law or agreement on Contractor, its subcontractors, or either's agent or employee. Contractor shall also indemnify, defend and hold City harmless from all suits or claims or administrative proceedings for breaches of federal and/or state law regarding the privacy of health information, electronic records or related topics, arising directly or indirectly from Contractor's performance of this Agreement. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs and City's costs of investigating any claims against the City.

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

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

Article 6 Liability of the Parties

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

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

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

Article 7 Payment of Taxes

7.1 **Contractor to Pay All Taxes.** Except for any applicable California sales and use taxes charged by Contractor to City, Contractor shall pay all taxes, including possessory interest taxes levied upon or as a result of this Agreement, or the Services delivered pursuant hereto. Contractor shall remit to the State of California any sales or use taxes paid by City to Contractor under this Agreement. Contractor agrees to promptly provide information requested by the City to verify Contractor's compliance with any State requirements for reporting sales and use tax paid by City under this Agreement.

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

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

7.2.2 Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that the creation, extension, renewal, or assignment of this Agreement may result in a "change in ownership" for purposes of real property taxes, and therefore may result in a revaluation of any possessory interest created by this Agreement. Contractor accordingly agrees on behalf

of itself and its permitted successors and assigns to report on behalf of the City to the County Assessor the information required by Revenue and Taxation Code Section 480.5, as amended from time to time, and any successor provision.

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

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

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.

Article 8 Termination and Default

8.1 Termination for Convenience

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

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

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

(f) Taking such action as may be necessary, or as the City may direct, for the protection and preservation of any property related to this Agreement which is in the possession of Contractor and in which City has or may acquire an interest.

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

(a) The reasonable cost to Contractor, without profit, for all Services prior to the specified termination date, for which Services City has not already tendered payment. Reasonable costs may include a reasonable allowance for actual overhead, not to exceed a total of 10% of Contractor's direct costs for Services. Any overhead allowance shall be separately itemized. Contractor may also recover the reasonable cost of preparing the invoice.

(b) A reasonable allowance for profit on the cost of the Services described in the immediately preceding subsection (a), provided that Contractor can establish, to the satisfaction of City, that Contractor would have made a profit had all Services under this Agreement been completed, and provided further, that the profit allowed shall in no event exceed 5% of such cost.

(c) The reasonable cost to Contractor of handling material or equipment returned to the vendor, delivered to the City or otherwise disposed of as directed by the City.

(d) A deduction for the cost of materials to be retained by Contractor, amounts realized from the sale of materials and not otherwise recovered by or credited to City, and any other appropriate credits to City against the cost of the Services or other work.

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

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

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

8.2 Termination for Default; Remedies.

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

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

3.5	Submitting False Claims.	10.10	Alcohol and Drug-Free Workplace
4.5	Assignment	10.13	Working with Minors
Article 5	Insurance and Indemnity	11.10	Compliance with Laws
Article 7	Payment of Taxes	Article 13	Data and Security

(a) Contractor fails or refuses to perform or observe any other term, covenant or condition contained in this Agreement, including any obligation imposed by ordinance or statute and incorporated by reference herein, and such default is not cured within ten days after written notice thereof from City to Contractor. If Contractor defaults a second time in the same manner as a prior default cured by Contractor, City may in its sole discretion immediately terminate the Agreement for default or grant an additional period not to exceed five days for Contractor to cure the default.

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

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

8.2.3 On and after any Event of Default, City shall have the right to exercise its legal and equitable remedies, including, without limitation, the right to terminate this Agreement or to seek specific performance of all or any part of this Agreement. In addition, in accordance with San Francisco Administrative Code Section 21.33 (Procedure Upon Contractor's Failure to Deliver) where applicable, City shall have the right (but no obligation) to cure (or cause to be cured) on behalf of Contractor any Event of Default; Contractor shall pay to City on demand all costs and expenses incurred by City in effecting such cure, with interest thereon from the date of incurrence at the maximum rate then permitted by law. Further, in accordance with San Francisco Administrative Code Section 10.27.1 (Controller may Offset), City shall have the right to offset from any amounts due to Contractor under this Agreement or any other agreement between City and Contractor: (i) all damages, losses, costs or expenses incurred by City as a result of an Event of Default; and (ii) any liquidated damages levied upon Contractor pursuant to the terms of this Agreement; and (iii), any damages imposed by any ordinance or statute that is incorporated into this Agreement by reference, or into any other agreement with the City. This Section 8.2.3 shall survive termination of this Agreement.

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

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

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

8.4 Rights and Duties upon Termination or Expiration.

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

3.3.2	Payment Limited to Satisfactory Services	9.1	Ownership of Results
3.3.7(a)	Grant Funded Contracts – Disallowance	9.2	Works for Hire
3.4	Audit and Inspection of Records	11.6	Dispute Resolution Procedure
3.5	Submitting False Claims	11.7	Agreement Made in California; Venue
Article 5	Insurance and Indemnity	11.8	Construction
6.1	Liability of City	11.9	Entire Agreement
6.3	Liability for Incidental and Consequential Damages	11.10	Compliance with Laws
Article 7	Payment of Taxes	11.11	Severability
8.1.6	Payment Obligation	Article 13	Data and Security
		Appendix E	Business Associate Agreement

8.4.2 Subject to the survival of the Sections identified in Section 8.4.1, above, if this Agreement is terminated prior to expiration of the term specified in Article 2, this Agreement shall be of no further force or effect. Contractor shall transfer title to City, and deliver in the manner, at the times, and to the extent, if any, directed by City, any work in progress, completed work, supplies, equipment, and other materials produced as a part of, or acquired in connection with the performance of this Agreement, and any completed or partially completed work which, if this Agreement had been completed, would have been required to be furnished to City.

Article 9 Rights In Deliverables

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

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

imposing the same duties upon subcontractor(s). With City's prior written approval, Contractor and its subcontractor(s) may retain and use copies of such works for reference and as documentation of their respective experience and capabilities.

Article 10 Additional Requirements Incorporated by Reference

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

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

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

10.4 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.

10.5 Nondiscrimination Requirements.

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

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

10.6 Local Business Enterprise and Non-Discrimination in Contracting Ordinance.

Contractor shall comply with all applicable provisions of Chapter 14B (“LBE Ordinance”). Contractor is subject to the enforcement and penalty provisions in Chapter 14B.

10.7 Minimum Compensation Ordinance. If Administrative Code Chapter 12P applies to this contract, Contractor shall pay covered employees no less than the minimum compensation required by San Francisco Administrative Code Chapter 12P, including a minimum hourly gross compensation, compensated time off, and uncompensated time off. Contractor is subject to the enforcement and penalty provisions in Chapter 12P. Information about and the text of the Chapter 12P is available on the web at <http://sfgov.org/olse/mco>. Contractor is required to comply with all of the applicable provisions of 12P, irrespective of the listing of obligations in this Section. By signing and executing this Agreement, Contractor certifies that it complies with Chapter 12P.

10.8 Health Care Accountability Ordinance. If Administrative Code Chapter 12Q applies to this contract, Contractor shall comply with the requirements of Chapter 12Q. For each Covered Employee, Contractor shall provide the appropriate health benefit set forth in Section 12Q.3 of the HCAO. If Contractor chooses to offer the health plan option, such health plan shall meet the minimum standards set forth by the San Francisco Health Commission. Information about and the text of the Chapter 12Q, as well as the Health Commission’s minimum standards, is available on the web at <http://sfgov.org/olse/hcao>. Contractor is subject to the enforcement and penalty provisions in Chapter 12Q. Any Subcontract entered into by Contractor shall require any Subcontractor with 20 or more employees to comply with the requirements of the HCAO and shall contain contractual obligations substantially the same as those set forth in this Section.

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

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

Contractor agrees in the performance of this Agreement to maintain a drug-free workplace by notifying employees that unlawful drug use is prohibited and specifying what actions will be taken against employees for violations; establishing an on-going drug-free awareness program that includes employee notification and, as appropriate, rehabilitation. Contractor can comply with this requirement by implementing a drug-free workplace program that complies with the Federal Drug-Free Workplace Act of 1988 (41 U.S.C. § 701) [or California Drug-Free Workplace Act of 1990 Cal. Gov. Code, § 8350 et seq., if state funds involved].

10.11 Limitations on Contributions. By executing this Agreement, Contractor acknowledges 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.

10.12 Reserved. (Slavery Era Disclosure).

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

10.14 Consideration of Criminal History in Hiring and Employment Decisions.

10.14.1 Contractor agrees to comply fully with and be bound by all of the provisions of Chapter 12T, "City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions," of the San Francisco Administrative Code ("Chapter 12T"), including the remedies provided, and implementing regulations, as may be amended from time to time. The provisions of Chapter 12T are incorporated by reference and made a part of this Agreement as though fully set forth herein. The text of the Chapter 12T is available on the web at <http://sfgov.org/olse/fco>. Contractor is required to comply with all of the applicable provisions of 12T, irrespective of the listing of obligations in this Section. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 12T.

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

10.15 Public Access to Nonprofit Records and Meetings. If Contractor receives a cumulative total per year of at least \$250,000 in City funds or City-administered funds and is a non-profit organization as defined in Chapter 12L of the San Francisco Administrative Code, Contractor must

comply with the City's Public Access to Nonprofit Records and Meetings requirements, as set forth in Chapter 12L of the San Francisco Administrative Code, including the remedies provided therein.

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

10.17 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.

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

10.19 Reserved. (Preservative Treated Wood Products).

Article 11 General Provisions

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

To CITY:	Office of Contract Management and Compliance Department of Public Health 101 Grove Street, Room 410 San Francisco, California 94102	e-mail: Loan.Tran@sfdph.org
And:	Denise Williams CONTRACT DEVELOPMENT AND TECHNICAL ASSISTANCE 1380 HOWARD STREET, 5TH FLOOR SAN FRANCISCO, CA 94103	e-mail: denise.williams@sfdph.org
To CONTRACTOR:	EDGEWOOD CENTER FOR CHILDREN & FAMILIES 1801 VICENTE STREET SAN FRANCISCO, CA 94116	e-mail: lynnd@edgewood.org

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

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

11.3 Incorporation of Recitals. The matters recited above are hereby incorporated into and made part of this Agreement.

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

11.5 Modification of this Agreement. This Agreement may not be modified, nor may compliance with any of its terms be waived, except as noted in Section 11.1, "Notices to Parties," regarding change in personnel or place, and except by written instrument executed and approved in the same manner as this Agreement. Contractor shall cooperate with Department to submit to the Director of CMD any amendment, modification, supplement or change order that would result in a cumulative increase of the original amount of this Agreement by more than 20% (CMD Contract Modification Form).

11.6 Dispute Resolution Procedure.

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

11.6.2 Government Code Claim Requirement. No suit for money or damages may be brought against the City until a written claim therefor has been presented to and rejected by the City in conformity with the provisions of San Francisco Administrative Code Chapter 10 and California Government Code Section 900, et seq. Nothing set forth in this Agreement shall operate to toll, waive or excuse Contractor's compliance with the California Government Code Claim requirements set forth in San Francisco Administrative Code Chapter 10 and California Government Code Section 900, et seq.

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

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

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

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

11.10 Compliance with Laws. Contractor shall keep itself fully informed of the City's Charter, codes, ordinances and duly adopted rules and regulations of the City and of all state, and federal laws in

any manner affecting the performance of this Agreement, and must at all times comply with such local codes, ordinances, and regulations and all applicable laws as they may be amended from time to time.

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

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

11.13 Order of Precedence. Contractor agrees to perform the services described below in accordance with the terms and conditions of this Agreement, implementing task orders, the RFP, and Contractor's proposal. The RFP and Contractor's proposal are incorporated by reference as though fully set forth herein. Should there be a conflict of terms or conditions, this Agreement and any implementing task orders shall control over the RFP and the Contractor's proposal. If the Appendices to this Agreement include any standard printed terms from the Contractor, Contractor agrees that in the event of discrepancy, inconsistency, gap, ambiguity, or conflicting language between the City's terms and Contractor's printed terms attached, the City's terms shall take precedence, followed by the procurement issued by the department, Contractor's proposal, and Contractor's printed terms, respectively.

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.

11.15 California Attorney General's Registry of Charitable Trusts. If a Contractor is a non-profit entity, the Contractor represents that it is in good standing with the California Attorney General's Registry of Charitable Trusts and will remain in good standing during the term of this Agreement. Contractor shall immediately notify City of any change in its eligibility to perform under the Agreement. Upon City request, Contractor shall provide documentation demonstrating its compliance with applicable legal requirements. If Contractor will use any subcontractors to perform the Agreement, Contractor is responsible for ensuring they are also in compliance with the California Attorney General's Registry of Charitable Trusts at the time of contract execution and for the duration of the agreement. Any failure by Contractor or any subcontractors to remain in good standing with applicable requirements shall be a material breach of this Agreement.

11.16 Applicable Law. This Agreement will be governed by, construed, and enforced in accordance with the laws of the State of California and City's Charter. Any legal suit, action, or proceeding arising out of or relating to this Agreement shall be instituted in the Superior Court for the City and County of San Francisco, and each party agrees to the exclusive jurisdiction of such court in any such suit, action, or proceeding (excluding bankruptcy matters). The parties irrevocably and

unconditionally waive any objection to the laying of venue of any suit, action, or proceeding in such court and irrevocably waive and agree not to plead or claim that any suit, action, or proceeding brought in San Francisco Superior Court relating to this Agreement has been brought in an inconvenient forum. The Parties also unconditionally and irrevocably waive any right to remove any such suit, action, or proceeding to Federal Court.

Article 12 Department Specific Terms

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

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

12.3 Certification Regarding Lobbying.

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

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

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

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

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

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

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

Article 13 Data and Security

13.1 Nondisclosure of Private, Proprietary or Confidential Information.

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

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

13.2 Payment Card Industry ("PCI") Requirements. Contractors providing services and products that handle, transmit or store cardholder data, are subject to the following requirements:

13.2.1 Applications shall be compliant with the Payment Application Data Security Standard (PA-DSS) and validated by a Payment Application Qualified Security Assessor (PA-QSA). A Contractor whose application has achieved PA-DSS certification must then be listed on the PCI Councils list of PA-DSS approved and validated payment applications.

13.2.2 Gateway providers shall have appropriate Payment Card Industry Data Security Standards (PCI DSS) certification as service providers (<https://www.pcisecuritystandards.org/index.shtml>). Compliance with the PCI DSS shall be achieved through a third party audit process. The Contractor shall comply with Visa Cardholder Information Security Program (CISP) and MasterCard Site Data Protection (SDP) programs.

13.2.3 For any Contractor that processes PIN Debit Cards, payment card devices supplied by Contractor shall be validated against the PCI Council PIN Transaction Security (PTS) program.

13.2.4 For items 13.2.1 to 13.2.3 above, Contractor shall provide a letter from their qualified security assessor (QSA) affirming their compliance and current PCI or PTS compliance certificate.

13.2.5 Contractor shall be responsible for furnishing City with an updated PCI compliance certificate 30 calendar days prior to its expiration.

13.2.6 Bank Accounts. Collections that represent funds belonging to the City and County of San Francisco shall be deposited, without detour to a third party's bank account, into a City and County of San Francisco bank account designated by the Office of the Treasurer and Tax Collector.

13.3 Business Associate Agreement. The parties acknowledge that City is a Covered Entity as defined in the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and is required to comply with the HIPAA Privacy Rule governing the access, use, disclosure, transmission, and storage of protected health information (PHI) and the Security Rule under the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("the HITECH Act").

The parties acknowledge that CONTRACTOR will:

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

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

- a. **Appendix E** SFDPH Business Associate Agreement (BAA) (v8/3/2022)
 1. SFDPH Attestation 1 PRIVACY (06-07-2017)
 2. SFDPH Attestation 2 DATA SECURITY (06-07-2017)

2. ☐ **NOT do any of the activities listed above in subsection 1;**

Contractor is not a Business Associate of CITY/SFDPH. Appendix E and attestations are not required for the purposes of this Agreement.

13.4 Management of City Data and Confidential Information.

13.4.1 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.

13.4.2 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.

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.

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

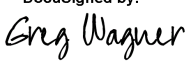
Article 14 MacBride And Signature

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

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

CITY

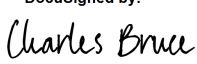
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Grant Colfax, MD
Director of Health
Department of Public Health

Approved as to Form:

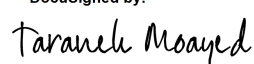
David Chiu
City Attorney

By: DocuSigned by:

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Charles Bruce
Deputy City Attorney

Approved:

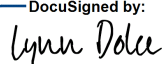
Sailaja Kurella
Director of the Office of Contract Administration and
Purchaser

By: DocuSigned by:

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Name: **Taraneh Moayed**

CONTRACTOR

Edgewood Center for Children & Families

DocuSigned by:

9B64EF472E284BC... 12/19/2023 | 1:51 PM PST

Lynn Dolce
Chief Executive Officer
1801 Vicente Street
San Francisco, CA 94116

Supplier ID: **0000020937**

Appendices

- | | | | |
|----|------------------------------------|----|--------------------|
| A: | Scope of Services | F: | Invoice(s) |
| B: | Calculation of Charges | G: | Dispute Resolution |
| C: | Reserved | | |
| D: | Data Access and Sharing Terms | | |
| E: | HIPAA Business Associate Agreement | | |

Appendix A

Scope of Services – DPH Behavioral Health Services

1. Terms

A. Contract Administrator:

In performing the Services hereunder, Contractor shall report to **Denise Williams**, Program Manager, 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.

The detailed description of services is listed below and are attached hereto:

Appendix A-1 – Edgewood Hospital Diversion

Appendix A-1A – Edgewood Crisis Stabilization Unit

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

Contractor Name: Edgewood Center for Children and Families**Program Name:** Hospital Diversion**Appendix A- 1****Funding Term:** 10/01/23 – 06/30/24**1. Identifiers:**

Program Name: Edgewood Hospital Diversion

Program Address, City, State, ZIP: 1801 Vicente Street, San Francisco, CA 94116

Telephone/FAX: (415) 681-3211/(415) 664-7094

Website Address: www.edgewood.org

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

Executive Director/Program Director: Alyssa Kianidehkian, LMFT

Telephone: (415) 463-0030

Email Address: alyssaki@edgewood.org

Program Code(s) (if applicable):

- 8858H1 Program Code tracks the enrollment dates for the short-term residential stay of clients placed in Hospital Diversion.
- 8858H2 Program Code is used to bill the mental health services for clients placed in Hospital Diversion, Partial Hospitalization, and Intensive Outpatient services.

2. Nature of Document:
☒ Original ☐ Contract Amendment ☐ Revision to Program Budgets (RPB)
3. Goal Statement:

Edgewood's Hospital Diversion Program provides a continuum of care including Hospital Diversion (HD), Partial Hospitalization (PHP), and Intensive Outpatient (IOP) to stabilize youth experiencing acute stress or crisis, psychiatric, behavioral health and/or family problems. The HD Program further stabilizes youth symptoms to avoid psychiatric hospitalization and/or to provide a step-down from inpatient hospitalization or Edgewood's Crisis Stabilization Unit (CSU) providing skills development and family/caregiver support with the goal of returning the youth to a lower level of care.

4. Priority Population:

Edgewood welcomes and services all ethnicities and populations within San Francisco with focused expertise to meet the unique needs of children between the ages of 12 and 17 that are clinically appropriate for acute intensive treatment in a residential unlocked non-hospital setting.

5. Modality(s)/Intervention(s):**See instructions on the need and/or the use of these tables**

Units of Service (UOS) Description (add more rows if needed)	Units of Service (UOS)	Unduplicated Clients (UDC)
24-Hr Residential Other - Days 2 beds x 365 days = 730 UOS	730	30
24-Hr Residential Other - Days	93	10

Contractor Name: Edgewood Center for Children and Families**Program Name:** Hospital Diversion**Appendix A- 1****Funding Term:** 10/01/23 – 06/30/24

PHP/IOP 3 days/week x 31 weeks = 93 UOS		
Outpatient Behavioral Health Services – Hours 1.5 FTE x 40 hours/week x 48 weeks x 40% Level of Effort = 1,104 UOS	1,104	30
Outpatient Behavioral Health Services – Hours 1.5 FTE x 40 hours/week x 48 weeks x 36% Level of Effort = 662.40 UOS	662	30
Total UOS Delivered	2589	
Total UDC Served		30

6. Methodology:

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

A. Outreach, recruitment, promotion, and advertisement

Edgewood conducts outreach to local county departments, private insurance companies, police, emergency rooms and mental health practitioners to inform them of our current continuum of crisis services. Admissions into the Diversion program are planned.

Edgewood employs a variety of outreach strategies to build community and engage families in the services we offer. Utilizing networking systems such as ongoing meetings, email lists, social media postings, phone calls, and emails, established partners are contacted and notified of new or expanded services, available slots in services, and upcoming events and projects. Edgewood understands that it is important that staff and management attend and participate in county-wide events and committees to form relationships with other providers to ensure that the youth and families served by this program are provided the best opportunities for safety and stability. As a current contractor in San Francisco County, and the existing provider of CSU and HD services locally, Edgewood maintains the below strategies, including active presence in several collaborative forums, to ensure outreach, engagement and education of the services that are available for youth and families in crisis:

- Daily emails and outreach re: program capacity and openings to county system of care partners, local hospitals, commercial insurance representatives, STRTPs/residential settings, and community-based programs)
- School/District partnership & outreach meetings
 - San Mateo Unified School District (monthly)
 - San Francisco Unified School District (SFUSD) partnership & outreach meetings (2-3x/year)
 - San Francisco Private School forum convenings with mental health counselors and support staff
- Seneca Mobile Response Team (MRT) collaboration (monthly)

Contractor Name: Edgewood Center for Children and Families**Appendix A- 1****Program Name:** Hospital Diversion**Funding Term:** 10/01/23 – 06/30/24

- Mobile community outreach conducted by program staff and leadership (ex: visiting local community-based organizations, community centers, Boys & Girls Clubs, YMCAs, etc. to drop materials and present information on services offered for youth in need)
- Taraval Police Department partnership & outreach (2x/year collaboration meetings minimum, invitations to campus events)
Hosting information booths at local community events (ex: SF PRIDE, Suicide Prevention Walks, etc.)

Edgewood maintains a workforce that is reflective of the diversity of the local labor market, at all levels of employment. We recruit and maintain a diverse staff that currently includes staff that can speak Spanish, French, Cantonese, Mandarin, Hindi, Farsi, Vietnamese, Gujarati, and Samoan. Edgewood staff are also diverse in gender, age, ethnicity, sexual orientation, religion, abilities and disabilities, and in many other respects. Edgewood is dedicated to building a multicultural agency which enlists the full participation of diverse communities.

Edgewood recruits for its various positions by posting at other agencies, junior colleges, colleges, undergraduate and graduate schools, cultural organizations, diverse job boards such as the National Association of Black Social Workers, various social networks, NAMI, and youth drop-in centers. A recruitment bonus is also offered to current staff and a pay differential for bilingual staff. Further, Edgewood works alongside recruitment firms to ensure we are seeking a diverse and experienced workforce to support our youth and families.

Edgewood has a career website that is accessible to all candidates. Our language is inclusive and clearly states our workplace efforts to provide diversity and inclusion for attracting the right candidates.

Edgewood also provides employees with vertical and horizontal career opportunities. We aim to make employees aware of internal growth opportunities and have an internal recruiting process in place. Internal mobility is extremely important for our retention efforts.

B. Admission, enrollment and/or intake criteria and process where applicable

Enrollment in the HD Program is based upon a client's age, gender, ethnicity, culture, and type of problem, as those variables are considered in relationship to the existing population in the program under consideration. The HD Program shall consider the youth's needs and strengths as well as the likelihood that the youth will benefit from the program. HD, PHP, and IOP includes Lesbian, Gay, Bisexual, Transgender, and Queer/Questioning (LGBTQ) & Sexual Orientation, Gender Identity and Expression (SOGIE) youth. Once a referral is made to Edgewood, the steps to determine eligibility and gather information typically begin within 24 hours of initial contact with the referring party.

An acceptance of a referral for intake evaluation is not equivalent to admission into the program. The referring party, the family, or Edgewood may terminate the intake at any point should it become clear it would not be feasible to continue.

As part of Edgewood's continuum of care, Edgewood's Crisis Stabilization Unit (CSU) may also refer youth to HD as a step down to further stabilize symptoms and to avoid psychiatric hospitalization. Any such referral is complete with collaboration and approval from SFCBHS.

Contractor Name: Edgewood Center for Children and Families**Program Name:** Hospital Diversion**Appendix A- 1****Funding Term:** 10/01/23 – 06/30/24

When a referral appears to be appropriate for the HD Program, a request is made to the referring party and/or parent to forward all information that is pertinent to the services being requested including:

- Family and permanency history
- Prior placement history
- Mental health treatment history
- Psychological and psychiatric evaluation(s)
- Medical history
- Education records and individual educational plans (IEP's)
- Court reports
- Discharge summaries (from hospitalizations or other placements)

Pre-placement Visit & Interview: A member of the Intake Team conducts this meeting. During the visit the family is welcomed and informed that families are an integral component of successful treatment. Families are considered the experts of their lives and are viewed as partners by the treatment team. Edgewood recognizes that families who receive our help often have experienced challenging life circumstances, difficulty with previous providers, may distrust the system, and may struggle with relationships. Edgewood is committed to reducing the stigma and barriers associated with receiving treatment. Families are expected to participate in treatment. Edgewood staff will communicate this expectation with the knowledge that we may need to find a variety of ways to continually demonstrate how much Edgewood values family involvement. On occasion, because of the immediacy of placement need or geographic factors, a youth may be scheduled for admission without a pre-placement visit.

Admission Decision: After the visit, the information gathered during the admission process is reviewed by the multidisciplinary Intake Team (which includes the Director of Admissions, Director of Nursing, Acute Intensive Services (AIS) Director, Associate AIS Director, Clinical Supervisor, Milieu Managers or Non-Public School (NPS) Director). The Intake Team discusses the youth or youth's fit for the program and the capacity of the program to address and successfully assist the youth and family. Variables such as the current population, level of staff expertise and the physical environment are carefully considered. When indicated, additional psychological testing, psychiatric evaluation, or other necessary information is requested prior to a final decision to accept a youth or youth for treatment. The Intake Team decides and typically responds to referring agencies regarding acceptance or rejection of referral within one (1) business days. If a referral is denied, the reasons are documented on the referral tracker.

Placement in the HD Program is not appropriate for children and youth whose clinical presentation includes the following below.

- Physical, neurological, or mental health needs that are better served in a more specialized treatment or medical facility. Examples include:
 - Children and youth with substance abuse disorders

Contractor Name: Edgewood Center for Children and Families**Appendix A- 1****Program Name:** Hospital Diversion**Funding Term:** 10/01/23 – 06/30/24

- Pregnant youth or youth with babies at the time of entry
- Children and youth with moderate to severe intellectual disability
- Diabetic children and youth who are unable to self-monitor or who are not compliant with treatment
- History of significant sexual predatory behavior
- Chronic, active fire setting behavior
- History of serious criminal behavior

Waiting List Policy: Edgewood Center strives to provide smooth and timely access to agency program services. On rare occasions, existing circumstances result in a temporary inability of a program to serve new referrals. When a referral to the Program has been deemed appropriate, yet there is a delay in the program's ability to have the child/youth enter, the Intake Department will provide the referral source a projected entrance date and/or offer to place the child/youth on a wait list. The wait list is maintained by the Intake Department. In general, potential clients are added to the list in ascending order from the earliest date of request for service to the most recent.

Tracking of Referrals: Edgewood's Intake Department maintains a referral tracker. This referral tracker logs each program referral that is made to Edgewood. It includes the following information: Date/time of referral, the client's name, age, identified gender, diagnosis, and the referral source. In addition, it includes the decision made by Edgewood about the acceptance or denial of clients, denial reason.

C. Service delivery model

The HD Program provides a continuum of care including Hospital Diversion (HD), Partial Hospitalization (PHP), and Intensive Outpatient (IOP) to stabilize youth experiencing acute stress or crisis, psychiatric, behavioral health and/or family problems. The HD Program further stabilizes youth symptoms to avoid psychiatric hospitalization and/or to provide a step-down from inpatient hospitalization or Edgewood's Crisis Stabilization Unit (CSU) providing skills development and family/caregiver support with the goal of returning the youth to a lower level of care.

The programs are designed to assess and stabilize a broad range of youth and family challenges including high-risk behavioral and emotional issues resulting in aggressive and/or self-harming behavior. In addition to a short-term stabilization service, Edgewood also offers diagnostic assessment and psychotropic medication evaluation and management, allowing youth to receive acute care outside the confines and cost of a locked inpatient unit. Youth and families are discharged from Edgewood's Diversion programs with a thorough and collaborative safety and treatment plan that concretely addresses safety concerns, referral needs and redeems hope and quality of life.

Upon entry to the HD Program, an initial screen is completed to assess the immediate needs of the youth. When indicated by the screen, additional assessment, referrals and follow up may be required. The initial screen is completed by the assigned intake staff. The initial screen includes the following:

- Risk Screen and Needs: Youth are screened for suicide risk, danger to self or others, exploitation, and sexual exploitation using the Columbia Suicide Severity Rating Scale (C-SSRS) and Child and Adolescent Needs and Strengths (CANS). If immediate need is identified, intervention is required, and staff follow the crisis response protocol.

Contractor Name: Edgewood Center for Children and Families**Appendix A- 1****Program Name:** Hospital Diversion**Funding Term:** 10/01/23 – 06/30/24

- **Pain Screen:** Youth are screened for pain. When indicated, referral for medical evaluation is made and follow-up may be required. All follow-up efforts are documented in the youth's chart.
- **Nutrition Screen:** Youth are screened for nutritional needs. When indicated, referral for nutritional evaluation is made and follow up may be required. All follow-up efforts are documented in the youth's chart.
- **Trauma Screen:** Youth are screened for trauma. When indicated, further assessment is initiated. Trauma continues to be assessed throughout the course of treatment. Interventions are documented in the youth's chart.

Using information gathered from the referral source, intake meeting, conversations with client, caregivers and external providers, the mental health clinician completes a comprehensive assessment following the youth's admission to the program. Upon completion of the assessment, the Needs and Services Plan (NSP) and Treatment/Care Plan is developed to address client needs. The primary goal of treatment is to provide intensive clinical and behavioral services to support a reduction in high-risk behaviors so that youth can return to their homes and their communities as quickly as possible. Edgewood's treatment team takes a trauma informed approach in dealing with issues of intergenerational complex trauma and community violence.

The HD (Residential) Program operates 24 hours per day, 7 days a week in one cottage on Edgewood's Vicente Campus located at 1801 Vicente Street in San Francisco. The residential program is licensed by the Department of Social Services Community Care Licensing as a Group Home with a capacity to serve up to 12 youth. The HD Program serves youth ages 12-17. This treatment intervention is anticipated to last approximately 14 days based on clinical and medical necessity and is contracted to provide two residential beds for San Francisco Community Behavioral Health Services (CBHS) and Family Mosaic Project (FMP).

When clinically indicated, in partnership with San Francisco Community Behavioral Health Services (CBHS), and as budget allows, HD youth may transition within our continuum (both step-up and down) to best meet the needs of the youth. To enhance treatment, the PHP Program operates from 3-6 hours per day, 5 days a week for a duration of 2-4 weeks while the IOP Program operates 3 hours per day, 3-5 days a week for a duration of 2-8 weeks. PHP and IOP services are offered in one cottage on Edgewood's Vicente Campus located at 1801 Vicente Street in San Francisco.

Our HD, PHP, and IOP Programs feature:

- Supervision, monitoring, and support to ensure safety after a mental health crisis.
- Strengths-based approach to promote resiliency.
- Family-focused treatment to increase communication and connection with all members of the youth's support system and join families together.
- Target the reduction of high-risk behaviors with emphasis on developing coping strategies and crisis management skills for youth and caregivers.
- Intensive group-based treatment focused on increasing therapeutic skills as well as promoting Holistic/Fully Body Wellness.

Contractor Name: Edgewood Center for Children and Families**Appendix A- 1****Program Name:** Hospital Diversion**Funding Term:** 10/01/23 – 06/30/24

- Work towards gradually re-integrating youth into their homes and communities and connecting families with appropriate community-based support (both therapeutic and recreational).
- Dialectical behavior therapy (DBT) informed programming. DBT is a modified type of cognitive behavioral therapy (CBT). Its main goals are to teach people how to live in the moment, develop healthy ways to cope with stress, regulate their emotions, and improve their relationships with others.
- A multi-disciplinary team of well-trained staff members who are committed to providing a safe, therapeutic environment for those who we serve. Team members include therapists, counselors (24/7), program managers, nurses, and psychiatrists. The program has also included support from family partners and nurse practitioners. (Youth enrolled in IOP are not assigned a psychiatrist/nurse practitioner).
- Therapeutic Programming
 - Therapeutic classroom Monday - Friday
 - Expressive Arts programming
 - Occupational therapy
 - Therapeutic recreation
 - Life skills/Social Skills activities
 - Mindfulness and Holistic Healing groups and activities
- Clinical/Medical Services (Specialty Mental Health Services including, but not limited to)
 - Comprehensive Assessment and Treatment Planning
 - Individual therapy (HD/PHP minimum 2x/week, IOP minimum 1x/week)
 - Family therapy (minimum 1x/week)
 - Group therapy, including DBT skills (minimum 2x/day)
 - Psychiatry assessment and treatment (HD/PHP only)
 - Case Management
 - Rehabilitation (daily)
 - Crisis Intervention (as needed)

Edgewood staff and leadership understand the importance of partner relationships in providing quality care to our children/youth and families. Referrals primarily come to us from comprehensive crisis, law enforcement, local schools, other residential and outpatient programs, and hospitals, so we focus considerable attention on effective communications with these agencies. We use several methods of communication with all parties involved in a child/youth crisis, and we consistently reach out to keep our contacts up-to-date and well-informed. We have made presentations to—and collaborate closely with—San Francisco private and public schools, local emergency rooms and hospital staff from CPMC, Kaiser, UCSF, and UCSF-ER (the source of a majority of our emergency room referrals). As issues emerge, we call or conduct in-person meetings—planned and unplanned—to respond to a sudden need, and to keep the relationship active and open.

D. Discharge Planning and exit criteria and process

The HD Program begins to address discharge planning at the onset of referral and intake in order to support a maximum length of stay of two weeks or less. Edgewood staff creates a flexible and responsive discharge transition plan with time frames and goals for community involvement, that is

Contractor Name: Edgewood Center for Children and Families**Appendix A- 1****Program Name:** Hospital Diversion**Funding Term:** 10/01/23 – 06/30/24

sensitive and relevant to the youth and family's identified culture. The plan is co-created with the youth and parent(s)/caregiver(s). We involve parents/caregivers in identifying strengths that can be used after discharge to help prevent a future crisis and support the client, and in identifying resources in the community (behavioral health providers, informal supports, family support organizations). The plan is defined by specific goals with measurable outcomes developed collaboratively by the youth, their parent(s)/caregiver(s), and their service provider(s). Discharge planning can include things like setting up outpatient appointments with step-down programs or clinics, setting up regular one-on-one therapy sessions with a school social worker, and enrolling clients in teen skills groups offered by local service providers. This process also involves preparing youth and families for the transition home, to an outside program, or to another Edgewood program like our PHP or IOP programs. Our PHP and IOP programs are located on the Vicente Campus and allow yet another step in the continuum of care to support youth pre/post crisis. They operate 3-5 days per week for a duration of 2-4 weeks and 2-8 weeks, offering highly structured and therapeutic programming.

E. Program staffing

Acute Intensive Services (AIS) Programs Director/Group Home Administrator is responsible for residential program on the Vicente campus and for the supervision of the Associate Director, Milieu Manager, Clinical Supervisor and provides oversight of budget, treatment philosophy, and coordination of care. The AIS Programs Director has a master's degree and clinical license and at least 2-6 years of experience in a mental health setting and is credentialed as a Licensed Marriage and Family Therapist (LMFT) with the county mental health plan. The AIS Programs Director is responsible for providing training, consultation, and oversight to the program and supervises the Clinical Supervisor. The position ensures the program adheres to all licensing requirements, is a liaison to Community Care Licensing (CCL) analyst, and reviews Incident Reports.

Associate Director of Acute Intensive Services (AIS) Programs is responsible for supervision of the Facility Managers and relief counselors, supports the Administrator, assists with CCL work, and is designated as the substitute when the Group Home Administrator is absent. The Associate Director has a high school diploma, associate degree, bachelor's degree, or master's degree and has at least 1-6 years of experience in a mental health setting. Staff are credentialed as a Mental Health Worker or Mental Health Rehab Specialist with the county mental health plan. The Associate Director reports to the AIS Programs Director and can be designated as a Facility Manager.

Milieu Manager is responsible for direct oversight of counselor/direct care staff and clients in their assigned cottage and is responsible for the overall functioning of the program. The Milieu Manager has a high school diploma, associate degree, bachelor's degree, or master's degree and has at least 1-6 years of experience in a mental health setting. Staff are credentialed as a Mental Health Worker or Mental Health Rehab Specialist with the county mental health plan. The Milieu Manager reports to the Director of Crisis Residential Services. The Milieu Manager can be designated as a Facility Manager. The number of positions supporting the HD Program is one (1). Additionally, there is a Milieu Manager position that supports the Partial Hospitalization Program (PHP) and Intensive Outpatient Program (IOP).

Counselor/Direct Care Staff is responsible for supervising clients and providing rehab services. The Counselor/Direct Care Staff has a high school diploma, associate degree, bachelor's degree, or master's degree and has at least 1-4 years of experience in a mental health setting. Staff are credentialed as a Mental Health Worker or Mental Health Rehab Specialist with the county mental

Contractor Name: Edgewood Center for Children and Families**Appendix A- 1****Program Name:** Hospital Diversion**Funding Term:** 10/01/23 – 06/30/24

health plan. The daytime Counselor/Direct Care Staff reports to the Milieu Manager and the relief Counselor/Direct Care Staff reports to the Associate Director. The number of positions supporting the HD Program is approximately 17 for a census of 12 clients HD and 12 clients PHP/IOP.

Facility Manager/Upnight Facility Manager is responsible for the supervision of staff and clients and is part of the crisis support team. Additionally, the Upnight Facility Manager is responsible for the after-hours supervision of the Upnight staff. The Facility Manager/Upnight Facility Manager has a high school diploma, associate degree, bachelor's degree, or master's degree and has at least 1-6 years of experience in a mental health setting. Staff are credentialed as a Mental Health Worker or Mental Health Rehab Specialist with the county mental health plan. The Facility Manager/Upnight Facility Manager reports to the Associate Director. The number of positions supporting the Program is approximately 5 for a census of 12 clients in HD (and 12 clients in PHP/IOP).

Upnight Counselor/Direct Care Staff is responsible for supervising clients and providing rehab services. The Counselor/Direct Care Staff has a high school diploma, associate degree, bachelor's degree, or master's degree and has at least 1-4 years of experience in a mental health setting. Staff are credentialed as a Mental Health Worker or Mental Health Rehab Specialist with the county mental health plan. The Upnight Counselor/Direct Care Staff reports to the Upnight Facility Manager. The number of positions supporting the Program is approximately 6 for a census of 12 clients in HD (and 12 clients in PHP/IOP).

Clinical Supervisor is responsible for overseeing the clinical team and provides individual and group supervision to Therapists and Care Managers. The Clinical Supervisor is a licensed clinician with the Board of Behavioral Sciences. The Clinical Supervisor has a master's degree or doctorate and has at least 2 years of licensed experience in a mental health setting. Staff are credentialed as a Licensed Practitioner of the Healing Arts with the county mental health plan. The Clinical Supervisor reports to the Clinical Director. The number of positions supporting the Program is 2.

Nursing Director and Registered Nurses are responsible for providing basic medical care, administers medication, schedules all outside medical appointments. The Registered Nurses and Nursing Director are licensed registered nurses with the Board of Registered Nursing. The Nursing Staff/Registered Nurse has bachelor's degree or master's degree and are credentialed as a Registered Nurse with the county mental health plan. The Registered Nurse reports to the Nursing Director who reports to the Medical Director. The number of positions supporting the Program is 4 (1 Nursing Director, 3 RNs).

Medical Director is responsible for overseeing the medical services related to the Residential Program including medical and psychiatric services. The Medical Director is certified through the Medical Board of California and supervises the Nurse Practitioner and Director of Nursing. The Medical Director is credentialed as a Physician with the county mental health plan. The Medical Director reports to the Chief Executive Officer.

Clinician/Care Manager is responsible for providing case management, individual, family, and group therapy and is responsible for scheduling individual activities for youth. The Therapist and Care Manager is a registered, licensed, or waived clinician with the Board of Behavioral Sciences. The Clinician/Care Manager has a master's degree or doctorate and has at least 1-2 years of experience in a mental health setting. Staff are credentialed as a Licensed Practitioner of the Healing Arts with the county mental health plan. The Clinician/Care Manager reports to the Clinical Supervisor. The

Contractor Name: Edgewood Center for Children and Families**Appendix A- 1****Program Name:** Hospital Diversion**Funding Term:** 10/01/23 – 06/30/24

number of positions supporting the HD Program is 4 (with an additional 3 positions supporting PHP/IOP).

HD Ancillary Support Position Descriptions

Director of Admissions is responsible for overseeing the intake department, screening referrals, marketing/outreach of the program and completing intakes for the Residential Program. The Admissions Director provides direct oversight to the Intake Clinician, Intake Coordinator and Admissions Coordinator. The Admissions Director has a high school diploma, associate degree, bachelor's degree, or master's degree and has at least 1-6 years of experience in a mental health setting. Staff are credentialed as a Mental Health Worker or Mental Health Rehab Specialist with the county mental health plan. The Admissions Director reports to the Regional Director.

Intake Coordinator provides administrative support to the intake department by processing paperwork, entering data, responding to inquiries and developing systems to ensure that the department is running smoothly. The Intake Coordinator may have a high school diploma, associate degree, bachelor's degree, or master's degree. Staff are credentialed as administrative staff with the county mental health plan. The Intake Coordinator reports to the Director of Admissions.

F. Vouchers

N/A

7. Objectives and Measurements:

All objectives, and descriptions of how objectives will be measured, are contained in the document entitled Children, Youth, and Families Performance Objectives FY23-24.

8. Continuous Quality Improvement:

Quality Assurance and Improvement (QAI) is a continuous process and occurs across all programs, services, and departments. The responsibility of QAI is shared between direct care providers, supervisors, directors, and Quality Management (QM) staff. QM staff work closely with providers and supervisors around areas of documentation, HIPAA, confidentiality, special incidents, client grievances, as well as any other issues or concerns that impact the environment of continuous quality improvement.

Leadership, Program teams and QM staff review and analyze client satisfaction results, outcome data, program productivity, critical incidents, environment of care, delivery of culturally competent services to identify areas for improvement and inform changes in agency practice. Through quality improvement activities such as program review, areas for improvement are identified. QA staff provide timely feedback directly to program staff and managers on areas to correct and improve. QA staff identify patterns in documentation and practice and follow up with managers to develop a plan of correction, as needed. Corrective plans are reviewed and monitored until desired results occur. Continuous follow-up is required to maintain improved levels.

The QA team consists of the Head of Quality Management and Privacy, an Associate Director of Quality Management, two Quality Assurance Managers and two Quality Assurance Administrative Coordinators that support programs across the agency. The QA team supports and monitors the following list of QA activities that are currently in place:

1. Achievement of contract performance objectives and productivity

Contractor Name: Edgewood Center for Children and Families**Appendix A- 1****Program Name:** Hospital Diversion**Funding Term:** 10/01/23 – 06/30/24

- Program Managers review productivity data with direct service providers (staff) weekly and monitor against stated expectations. During these meetings, they trouble shoot low census numbers, client engagement, caseloads assignments, discharging planning, etc. to ensure that direct service providers are working towards meeting their productivity.
 - Program Leadership and Finance Team review program productivity data monthly and develop action plans based on the data.
 - QM staff and Program Teams review contract performance objectives annually and develop action plans based on the data. Evidence of monitoring and completion of corrective plan is maintained in the electronic compliance binder.
 - Corrective plans may include staff training, increased oversight by supervisors and QM staff support, and tracking of data to measure progress over time.
2. Quality of documentation, including a description of the frequency and scope of internal chart audits
- Initial documentation training is provided during New Hire Orientation. Managers provide ongoing supervision and support in gaining competency with documentation with documentation standards. QM staff also review staff documentation and provide ongoing training and support, as needed, in either face-to-face or online formats.
 - All staff receive regular supervision. Individual supervisors are responsible for reviewing documentation (assessments, CANS, treatment plans, progress notes, and all other relevant paperwork) for accuracy and adherence to all Medi-Cal and agency documentation standards. In addition to initial review by supervisors, QM staff also performs QM level review of documentation. QM staff review paperwork completion, timeliness, and compliance with all internal and external documentation expectations. QM staff work collaboratively with supervisors to provide feedback and track errors/improvement requests until completion.
 - Chart review is ongoing. QM staff audit client documentation for technical and clinical accuracy. Documentation reviews occur withing 60 days of admission, every 6 months from admission, at discharge and during the note review process. Program Staff, Supervisors, and QA Staff use a standardized documentation checklist to track documentation compliance requirement to audit documentation. Chart review may also occur upon staff transitions (departures, transfers, staff change, etc.) to ensure completion of the client record and to coordinate a smooth transition to a new service provider. Chart review may also be triggered because of findings in a program review or when regular QM review of documents reveals a pattern of concern. Errors are tracked and corrected.
- QM staff review client documentation including assessments, CANS, care plans/treatment plans, progress notes, authorizations, and all other relevant paperwork. Client diagnosis, supporting rationale, impairment criteria and linkage to goals/objectives, effectiveness of interventions provided. Progress notes are also reviewed for technical errors as well as clinical relevance to treatment outlined in the service plan.
- Depending on the severity of the deficiencies, this may trigger an improvement plan for the staff or program, which may include additional training or oversight by QM staff.
3. Cultural Competency of staff and services
- Program Managers and direct service providers (staff) participate in weekly supervision to identify and address issues of culture and diversity. Factors that could impact treatment are addressed by the team. Edgewood programs make every effort to employ staff from diverse

Contractor Name: Edgewood Center for Children and Families**Appendix A- 1****Program Name:** Hospital Diversion**Funding Term:** 10/01/23 – 06/30/24

backgrounds with language capabilities to serve clients in their preferred languages. Edgewood contracts with Language Back for translation services. When staff are not able to meet the language needs of the client/family, staff contact the Language Bank services for translation services.

- Additionally, staff training needs are communicated to the training department and may be added to the training calendar. All staff participate in mandatory annual Cultural Competency Training.

4. Satisfaction with services

- Edgewood programs participate in the SF CBHS consumer perception survey process twice a year. Findings from client satisfaction surveys and program performance objectives are reviewed bi-annually by program staff and agency leadership. Information is analyzed and areas for improvement are identified. In areas that fall below expected results, corrective plans are implemented, and activities are monitored until desired results occur. Continuous follow-up is required to maintain improved levels.
- Edgewood programs have also implemented their own Satisfaction Survey. QM and Program Teams review data annually at the end of the fiscal year and identify areas for improvement. Corrective actions are monitored until completed.

5. Timely completion and use of outcome data, including CANS and/or ANSA data

- Client paperwork timelines are tracked upon admission. Direct service providers (staff) receive regular notification of documentation timelines and requirements. Paperwork timeliness and use of CANS is reviewed during the PURCQ process every six months. CANS items and identified needs are reviewed to confirm that prioritized needs are being addressed and clients are making progress towards established goals and objectives. QM staff support the process by reviewing completion of paperwork within required timelines.

9. Required Language: N/A

10. Subcontractors & Consultants (for Fiscal Intermediary/Program Management ONLY): N/A

Contractor Name: Edgewood Center for Children and Families**Appendix A- 1A****Program Name: Edgewood Crisis Stabilization Unit****Funding Term: 10/01/23 – 06/30/24****1. Identifiers:**

Program Name: Edgewood Crisis Stabilization Unit

Program Address, City, State, ZIP: 2681 28th Avenue, San Francisco, CA 94116

Telephone/FAX: (415) 682-3278/(415) 664-7094

Website Address: www.edgewood.orgContractor Address, City, State, ZIP **(if different from above)**: (same as above)

Executive Director/Program Director: Justine King, LMFT, LPCC

Telephone: (415) 650-7876

Email Address: jeking@edgewood.orgProgram Code(s) **(if applicable)**:

- 3898CS

2. Nature of Document:
☒ Original ☐ Contract Amendment ☐ Revision to Program Budgets (RPB)
3. Goal Statement:

The Crisis Stabilization Unit (CSU) offers an intensive service for psychiatric crisis assessment, mental health crisis stabilization, acute intervention, and safety and discharge planning. The goal of this intensive level of care is to prevent inpatient psychiatric hospitalization and assessment in Emergency Departments or the larger community, as well as to stabilize symptoms and continue skills development while providing family/caregiver support. The CSU identifies appropriate community support services and supports linkage to these referrals.

4. Priority Population:

Edgewood welcomes and services all ethnicities and populations within San Francisco with focused expertise to meet the unique needs of children between the ages of 6 and 17 that are clinically and medically appropriate for crisis stabilization in an unlocked, family-friendly setting.

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

See instructions on the need and/or the use of these tables

Units of Service (UOS) Description (add more rows if needed)	Units of Service (UOS)	Unduplicated Clients (UDC)
DS-Crisis Stab Urgent Care - Hours 365 days x 20 hours = 7,300 UOS	7,300	80
Total UOS Delivered	7,300	

Contractor Name: Edgewood Center for Children and Families
Program Name: Edgewood Crisis Stabilization Unit

Appendix A- 1A
Funding Term: 10/01/23 – 06/30/24

Total UDC Served		80
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6. Methodology:

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

A. Outreach, recruitment, promotion, and advertisement

Edgewood employs a variety of outreach strategies to build community and engage families in the services we offer. Our established networking systems include consistent and prescheduled meetings, email lists, social media posts, and phone calls/zoom meetings. We ensure to contact and notify our established partners about new, or expanded services, available services slots, and upcoming events and pilot projects. The Edgewood team understands that it is important that staff and management attend and participate in county-wide events and committees to form, maintain, and nurture relationships with other providers to ensure that the youth and families served by this program are provided the best opportunities for safety and stability. As a current contractor in San Francisco County, and the existing local provider of CSU services, Edgewood uses the strategies, including active presence in several collaborative forums, to ensure outreach, engagement and descriptions of the services are available for youth and families in crisis:

- Daily emails and outreach re: program capacity and openings to county system of care partners, local hospitals, commercial insurance representatives, group home and residential settings, as well as outpatient and community-based programs
- School/District partnership & outreach meetings
 - San Francisco Unified School District (SFUSD) partnership & outreach meetings (2-3x/year)
 - San Francisco Private School forum convenings with mental health counselors and support staff
 - San Mateo Unified School District (monthly)
- Seneca Mobile Response Team (MRT) collaboration (monthly)
- Mobile, in person community outreach conducted by program staff and leadership (ex: visiting local community-based organizations, community centers, Boys & Girls Clubs, YMCAs, etc. to attend staff meetings, drop materials and present information on services offered for youth in need)
- Taraval Police Department partnership & outreach (2x/year collaboration meetings minimum, invitations to campus events)
- Hosting information booths at local community events (ex: SF PRIDE, Suicide Prevention Walks, etc.)
- UCSF Behavioral Emergency Response Team (BERT)- monthly
- Hosting the partners listed above and other community agencies for walk-through tours and informational visits regarding CSU services.

Contractor Name: Edgewood Center for Children and Families
Program Name: Edgewood Crisis Stabilization Unit

Appendix A- 1A
Funding Term: 10/01/23 – 06/30/24

Edgewood maintains a workforce that is reflective of the diversity of the local labor market, at all levels of employment. We recruit and maintain a diverse staff that currently includes staff that can speak Spanish, French, Cantonese, Mandarin, Hindi, Farsi, Vietnamese, Gujarati, and Samoan. Edgewood staff are also diverse in gender, age, ethnicity, sexual orientation, religion, abilities and disabilities, and in many other respects. Edgewood is dedicated to building a multicultural agency which enlists the full participation of diverse communities.

Edgewood recruits for its various positions by posting at other agencies, junior colleges, colleges, undergraduate and graduate schools, cultural organizations, diverse job boards such as the National Association of Black Social Workers, various social networks, NAMI, and youth drop-in centers. A recruitment bonus is also offered to current staff and a pay differential for bilingual staff. Further, Edgewood works alongside recruitment firms to ensure we are seeking a diverse and experienced workforce to support our youth and families.

Edgewood has a career website that is accessible to all candidates. Our language is inclusive and clearly states our workplace efforts to provide diversity and inclusion for attracting the right candidates.

Edgewood also provides employees with vertical and horizontal career opportunities. We aim to make employees aware of internal growth opportunities and have an internal recruiting process in place. Internal mobility is extremely important for our retention efforts.

B. Admission, enrollment and/or intake criteria and process where applicable

Youth are admitted to the CSU on an emergency basis. Admissions occur 24/7. Youth must be able to Walk, Eat, Talk and Toilet (WETT Criteria) independently to meet admission criteria. The Edgewood CSU provides specialty mental health services lasting less than 24 hours, to or on behalf of, medically stable client for a crisis condition that requires a timelier response than a regularly scheduled visit. Edgewood's CSU is not a primary healthcare specialty services provider. Clients shall be medically stable before admission. This includes the ability to Walk (transfer independently); Eat (not suffering from an active eating disorder and can eat independently); Talk (participate in and benefit from assessment and mental health treatment interventions); and Toilet (independently attend to elimination and hygiene needs). Although clients with autism, mental retardation, epilepsy, or other developmental disorders, alcoholism, other drug abuse, or repeated antisocial behavior can present as danger to self, danger to others and grave disabled, these conditions are not by themselves a mental disorder that qualifies for admission to the CSU.

Clients with a low baseline of functioning e.g., autism or intellectual developmental delay, may qualify for admission if significant distress or impairment due to a co-occurring mental disorder order causes the disability as long as the client can meet WETT criteria.

Exclusionary Criteria- we are not able to admit any youth who, in the judgment of staff or a consulting professional:

- Are insulin dependent
- Exhibits behavior dangerous to self or to others that is unable to be managed on the unit.
- Requires an immediate medical evaluation or medical care in a hospital facility. (Examples of this could be: ingesting drugs and alcohol prior to arrival at the CSU that need a higher level of monitoring, reports of ingesting medications in a manner not prescribed, recent injury to the head, significant self-harm injuries i.e.: cutting, burning.

Contractor Name: Edgewood Center for Children and Families
Program Name: Edgewood Crisis Stabilization Unit

Appendix A- 1A
Funding Term: 10/01/23 – 06/30/24

We accept clients who are voluntary walk-ins, referred by schools, brought in by law enforcement or ambulance, transfers from local emergency rooms, and referred by the San Francisco Department of Public Health Comprehensive Crisis Services and private insurance call centers. Edgewood's CSU is the San Francisco County Child and Adolescent WIC 5151 receiving and assessment center.

All are medically cleared before being admitted to the program. Any youth who is not able to be medically cleared by the CSU is referred to the hospital and provided a form to be given to medical staff to be completed for medical clearance and are eligible for assessment after clearance.

Once medically cleared, the Administrator On-Call will approve admission to the program. The Administrator On-Call will only accept for treatment those youth who have identified care, treatment and service needs that the program can safely meet in less than 24 hours.

Upon admission, CSU staff initiate the informed consent process. Consistent with Edgewood and WIC 5585's value of family involvement, staff shall attempt to obtain consent from the legal guardian as soon as possible. If there is no legal guardian available to sign for consent, a client 12 years or older may be admitted under Minor Consent for Treatment (Family Code §6924).

At the parent/guardian/client request, if the parent(s)/guardian(s)/client primary language is a language other than English, interpreter services will be made available in their primary language. If the guardian or client exhibit a lack of understanding regarding the intake forms and/or process, all information will be explained to them in a manner that facilitates their understanding of the intake forms.

C. Service delivery model

The CSU is an unlocked, mental health specialty program for medically stable youth ages 6 to 17 years (at times serving children aged 5, when appropriate and approved). The program is located at 2681 28th Ave. in San Francisco, CA 94116. The CSU also functions as the San Francisco County Receiving Center WIC (Welfare and Institutions Code) 5151 for youth who are placed on a WIC 5150/5585.5 civil commitment hold in San Francisco County. The CSU provides services 24/7/365. The CSU may serve up to a maximum of four (4) clients at a time.

Crisis stabilization is a service lasting less than 24 hours, to or on behalf of a beneficiary for a condition that requires more timely response than a regularly scheduled visit. For clients admitted to the CSU, it is expected that the program will not provide crisis stabilization services longer than 23 hours and 59 minutes. When a client is admitted to the CSU, their admission time is documented on the client log. Staff log each hour the client receives crisis stabilization services to ensure that services stay within the timeline and then document discharge time when the client is discharged from the program. From the inception of services, CSU staff works to stabilize the client and develop an aftercare plan to discharge the client within the service timeline. CSU staff document efforts at discharge planning in the client record.

Occasionally, the CSU may be unable to discharge a client within the timelines. This may be due to challenges with identifying a discharge placement (e.g.: no vacant hospital beds, caregiver refusal to pick up client, etc.). When this occurs, CSU staff document all efforts made to safely discharge the client to the appropriate level of care. Activities may include calls to locate a hospital bed, problem solving with caregiver(s), or notifying Human Services Agency (HSA) Family and Children's Services (FCS) when needed. The Milieu Manger reviews the client log for accuracy of

Contractor Name: Edgewood Center for Children and Families**Appendix A- 1A****Program Name: Edgewood Crisis Stabilization Unit****Funding Term: 10/01/23 – 06/30/24**

admit and discharge times and the Clinical Supervisor reviews the progress note(s) to ensure that challenges and efforts at discharge planning were documented.

Crisis stabilization claiming is based on hours of service provided to, or on behalf of the client. The maximum number of hours claimable for Crisis Stabilization in a 24-hour period shall be 20 hours in accordance with Title 9, Div.1, § 1840.368. When a client is admitted to the CSU, their admission time is documented on the client log. Staff log each hour the client receives crisis stabilization services and documents the mental health interventions provided e.g. assessment, collateral, crisis intervention, therapy, medication support services and case management. When the client is discharged, the Milieu Manger reviews the client log to confirm billable hours.

Our 24-hour Crisis Stabilization Unit (CSU) offers a wide range of services including:

- Comprehensive psychiatric evaluation and risk assessment
- Medical screening
- Collaborative treatment planning with an individualized, strength-based, recovery model
- Crisis stabilization and prevention
- Therapeutic and counseling interventions
- Coping skills building and safety planning
- Parent and guardian support and education
- 24/7 nursing support
- Medication evaluation and support
- Discharge planning, including linkage with community supports and services

The CSU's multidisciplinary team takes a strength-based approach with families and other involved professionals to promote safety, assess and teach skills and to develop a realistic treatment plan so that youth can return to their families.

Our staff are trained in a variety of evidence-based practices, including Trauma-Focused Cognitive Behavior Therapy (TF-CBT), Dialectical Behavior Therapy (DBT), Solution-Focused Therapy, and Collaborative Problem-Solving Therapy. Our staff have also received training in Handle with Care, which details verbal and physical de-escalation techniques, and teaches staff how to initiate a physical hold of a client to ensure safety.

If the client is unable to stabilize and return to a community setting, the client may be referred to Edgewood's residential Hospital Diversion (HD) program. In the event the HD program is not the most appropriate (e.g.: client/family decline, client is too young) and/or when there are no other services in place/the youth is on a waitlist, Edgewood will explore other options with Child Crisis. This recommendation is made in partnership with and is reviewed and approved on a case-by-case basis. If the level of imminent danger to self or others, or the gravity of disabling conditions is deemed to require a locked setting, a WIC 5585 is initiated, and the client may be transferred to an inpatient psychiatric facility.

D. Discharge Planning and exit criteria and process

Contractor Name: Edgewood Center for Children and Families**Appendix A- 1A****Program Name: Edgewood Crisis Stabilization Unit****Funding Term: 10/01/23 – 06/30/24**

A preliminary plan is developed after initial assessment is completed within the youth's first four hours while on the unit. CSU staff will attempt to reach all providers and school supports as well as relevant adults in the youth's life to gather and share information to support the client. Youth spend time engaging with CSU staff, review their crisis and identify skills they can use upon discharge. Youth are discharged either: a) when they have been stabilized and an appropriate aftercare service plan has been agreed upon with the caregiver, or b) when a client meets medical necessity criteria for hospitalization and is discharged to a higher level of care. The CSU Family Partner can provide follow-up support calls and help counsel the caregiver and answer questions related to their child's treatment.

The CSU begins to address discharge planning at the onset of referral and intake and operates from a recovery model. Rather than merely treating or managing symptoms, this model focuses on building resilience by supporting (as opposed to "pathologizing") individuals experiencing a psycho-emotional crisis; viewing the crisis as an opportunity for positive change; and supporting individuals' and families' agency in finding realistic solutions to challenges.

CSU staff work with clients to create discharge plans that will allow them to experience success and improved wellbeing in the least restrictive environment. All CSU clients receive individualized mental health interventions, including the development of a client-driven Safety Plan and Discharge/Aftercare Plan. In addition, clients receive a face-to-face assessment by a CSU clinician prior to discharge to the community. CSU staff then facilitates an aftercare planning family session with the client and the parent/caregiver. Prior to discharge, client and parent/caregiver identify and address barriers to implementing the Safety Plan and Aftercare Plan, which includes initiating or linking clients to their behavioral health care provider network and other services for follow-up.

CSU currently can refer clients to a variety of programs including, but not limited to, Edgewood's Hospital Diversion Program, Seneca's Mobile Response Team, and Comprehensive Child Crisis services.

A centralized WIC 5151/5585 Receiving Center and Crisis Stabilization Unit ensures that youth with mental disorders in San Francisco are not unnecessarily hospitalized and that they receive services in the least restrictive level of care to prevent and mitigate long-term disability. If the client's WIC 5585 hold is upheld or if a WIC 5585 hold is initiated, the client is transferred to a 72-hour LPS facility for further evaluation and treatment. If the WIC 5585 is not upheld, the client is diverted from hospitalization and connected to community resources. The primary focus of the CSU, for clients who are not in need of an inpatient psychiatric hospitalization, is ongoing assessment, crisis intervention, crisis stabilization, safety planning, and aftercare and discharge planning (WIC 5585.57). Upon discharge, client and their caregiver are referred to their health care network providers and/or other appropriate specialized community providers for follow-up services.

E. Program staffing

Edgewood's current CSU staffing model consists of a multidisciplinary team comprised of clinical leaders, nurses, clinicians, and counselors who provide 24/7 care. Ancillary support is also provided by Edgewood's administrative and intake departments. CSU language capacity includes staff who speak Spanish, Russian, Tagalog, and Cantonese. Edgewood also uses contract translating services as necessary for languages that are not covered by our staff (e.g. The Language

Contractor Name: Edgewood Center for Children and Families
Program Name: Edgewood Crisis Stabilization Unit

Appendix A- 1A
Funding Term: 10/01/23 – 06/30/24

Bank and Certified Languages International, TDD etc.).

CSU Staff Position Descriptions:

Director, Crisis Stabilization Unit leads and manages all clinical systems and operations of crisis stabilization and assessment services, including clinical interventions for children/youth and families and consultation for disposition decisions and referrals. The Director provides supervision and training for program clinicians, contributes to the development of crisis systems and program policies and procedures to ensure they meet professional standards and regulatory requirements, and conducts ongoing clinical quality management and improvement activities to enhance the coordination, communication, and documentation of services. The Director also manages all aspects of the budget, works with Edgewood's Advancement Department to support program development, marketing and outreach efforts and fundraising goals.

Clinical Supervisor/Manager is responsible for overseeing the clinical team and provides individual and group supervision to Clinicians. The Clinical Supervisor is a licensed clinician with the Board of Behavioral Sciences.

Psychiatrist/Medical Director (physician) is available and on-call at all times for the provision of those crisis stabilization services that may only be provided by a physician and will be on site for designated periods throughout the week. The psychiatrist provides medication support services and may prescribe and administer medication to clients in the CSU.

Psychiatric Nurse Practitioner under the direction of the psychiatrist (physician) may provide consultation and support to the Registered Nurses and mental health staff in the CSU.

Registered Nurse At a minimum, there shall be a ratio of at least one registered nurse on-site for each 4 clients receiving crisis stabilization services at any given time. Under the direction of the psychiatrist (physician), the registered nurse provides medication support services and may administer medication to clients in the CSU. The registered nurse is responsible for completing the physical assessment.

Licensed, Registered, or Waivered Mental Health Clinician At a minimum, there shall be a ratio of at least one licensed, registered, or waived mental health clinician on-site for each 4 clients receiving crisis stabilization services at any given time. The mental health clinician is responsible for completing the mental health assessment and determining the client's diagnosis.

Crisis Counselor performs various activities while the client is placed in the CSU. The counselor assists with the intake process and may provide collateral, safety/crisis support, and case management services. The counselor observes and monitors clients for symptoms related to their mental health diagnosis and crisis. The counselor also provides additional staffing in the event that additional supportive interventions are needed. The counselor supports the client with activities of daily living while the client is in the CSU.

Family Partner is responsible for providing support to families/caregivers, offering resources/referrals to community agencies, providing follow-up support per request, and offering support during the intake and discharge process. Family Partners are also uniquely qualified for the position given their own lived experience as a caregiver to a child who has been a consumer of behavioral health, social services, and/or other systems of care. Staff are credentialed as a Mental Health Worker or Mental Health Rehab Specialist with the county mental health plan.

Contractor Name: Edgewood Center for Children and Families**Appendix A- 1A****Program Name: Edgewood Crisis Stabilization Unit****Funding Term: 10/01/23 – 06/30/24**

Milieu Manager is responsible for direct oversight of counselor/direct care staff and clients in the CSU and is responsible for the overall functioning of the program.

Administrator On-Calls are licensed clinicians proficient in providing and triaging crisis care for children/youth. Onsite staff determine a client's disposition in consultation with the CSU Administrator On-Call.

Mental Health Admin/Billing Coordinator is responsible for supporting with intake process and billing coordination.

F. Vouchers

N/A

7. Objectives and Measurements:

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

8. Continuous Quality Improvement:

Quality Assurance and Improvement (QAI) is a continuous process and occurs across all programs, services, and departments. The responsibility of QAI is shared between direct care providers, supervisors, directors, and Quality Management (QM) staff. QM staff work closely with providers and supervisors around areas of documentation, HIPAA, confidentiality, special incidents, client grievances, as well as any other issues or concerns that impact the environment of continuous quality improvement.

Leadership, Program teams and QM staff review and analyze client satisfaction results, outcome data, program productivity, critical incidents, environment of care, delivery of culturally competent services to identify areas for improvement and inform changes in agency practice. Through quality improvement activities such as program review, areas for improvement are identified. QA staff provide timely feedback directly to program staff and managers on areas to correct and improve. QA staff identify patterns in documentation and practice and follow up with managers to develop a plan of correction, as needed. Corrective plans are reviewed and monitored until desired results occur. Continuous follow-up is required to maintain improved levels.

The QA team consists of the Head of Quality Management and Privacy, an Associate Director of Quality Management, two Quality Assurance Managers and two Quality Assurance Administrative Coordinators that support programs across the agency. The QA team supports and monitors the following list of QA activities that are currently in place:

1. Achievement of contract performance objectives and productivity

- Program Managers review productivity data with direct service providers (staff) weekly and monitor against stated expectations. During these meetings, they trouble shoot low census numbers, client engagement, caseloads assignments, discharging planning, etc. to ensure that direct service providers are working towards meeting their productivity.
- Program Leadership and Finance Team review program productivity data monthly and develop action plans based on the data.
- QM staff and Program Teams review contract performance objectives annually and develop action plans based on the data. Evidence of monitoring and completion of corrective plan is maintained in the electronic compliance binder.

Contractor Name: Edgewood Center for Children and Families**Appendix A- 1A****Program Name: Edgewood Crisis Stabilization Unit****Funding Term: 10/01/23 – 06/30/24**

- Corrective plans may include staff training, increased oversight by supervisors and QM staff support, and tracking of data to measure progress over time.
2. Quality of documentation, including a description of the frequency and scope of internal chart audits
- Initial documentation training is provided during New Hire Orientation. Managers provide ongoing supervision and support in gaining competency with documentation with documentation standards. QM staff also review staff documentation and provide ongoing training and support, as needed, in either face-to-face or online formats.
 - All staff receive regular supervision. Individual supervisors are responsible for reviewing documentation (assessments, CANS, treatment plans, progress notes, and all other relevant paperwork) for accuracy and adherence to all Medi-Cal and agency documentation standards. In addition to initial review by supervisors, QM staff also performs QM level review of documentation. QM staff review paperwork completion, timeliness, and compliance with all internal and external documentation expectations. QM staff work collaboratively with supervisors to provide feedback and track errors/improvement requests until completion.
 - Chart review is ongoing. QM staff audit client documentation for technical and clinical accuracy. Documentation reviews occur within 60 days of admission, every 6 months from admission, at discharge and during the note review process. Program Staff, Supervisors, and QA Staff use a standardized documentation checklist to track documentation compliance requirement to audit documentation. Chart review may also occur upon staff transitions (departures, transfers, staff change, etc.) to ensure completion of the client record and to coordinate a smooth transition to a new service provider. Chart review may also be triggered because of findings in a program review or when regular QM review of documents reveals a pattern of concern. Errors are tracked and corrected.
QM staff review client documentation including assessments, CANS, care plans/treatment plans, progress notes, authorizations, and all other relevant paperwork. Client diagnosis, supporting rationale, impairment criteria and linkage to goals/objectives, effectiveness of interventions provided. Progress notes are also reviewed for technical errors as well as clinical relevance to treatment outlined in the service plan.
Depending on the severity of the deficiencies, this may trigger an improvement plan for the staff or program, which may include additional training or oversight by QM staff.
3. Cultural Competency of staff and services
- Program Managers and direct service providers (staff) participate in weekly supervision to identify and address issues of culture and diversity. Factors that could impact treatment are addressed by the team. Edgewood programs make every effort to employ staff from diverse backgrounds with language capabilities to serve clients in their preferred languages. Edgewood contracts with Language Back for translation services. When staff are not able to meet the language needs of the client/family, staff contact the Language Bank services for translation services.
 - Additionally, staff training needs are communicated to the training department and may be added to the training calendar. All staff participate in mandatory annual Cultural Competency Training.
4. Satisfaction with services

Contractor Name: Edgewood Center for Children and Families
Program Name: Edgewood Crisis Stabilization Unit

Appendix A- 1A
Funding Term: 10/01/23 – 06/30/24

- Edgewood programs participate in the SF CBHS consumer perception survey process twice a year. Findings from client satisfaction surveys and program performance objectives are reviewed bi-annually by program staff and agency leadership. Information is analyzed and areas for improvement are identified. In areas that fall below expected results, corrective plans are implemented, and activities are monitored until desired results occur. Continuous follow-up is required to maintain improved levels.
 - Edgewood programs have also implemented their own Satisfaction Survey. QM and Program Teams review data annually at the end of the fiscal year and identify areas for improvement. Corrective actions are monitored until completed.
5. Timely completion and use of outcome data, including CANS and/or ANSA data
- Client paperwork timelines are tracked upon admission. Direct service providers (staff) receive regular notification of documentation timelines and requirements. Paperwork timeliness and use of CANS is reviewed during the PURCQ process every six months. CANS items and identified needs are reviewed to confirm that prioritized needs are being addressed and clients are making progress towards established goals and objectives. QM staff support the process by reviewing completion of paperwork within required timelines.

9. Required Language:

See instructions on the need and/or the use of this section.

10. Subcontractors & Consultants (for Fiscal Intermediary/Program Management ONLY):

See instructions on the need and/or the use of this section.

Appendix B

Calculation of Charges

1. Method of Payment

A. 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. Compensation for all SERVICES provided by CONTRACTOR shall be paid in the following manner

(1) For contracted services reimbursable by Cost Reimbursement (Monthly Reimbursement for Actual Expenditures within Budget):

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

B. Final Closing Invoice

(1) For contracted services reimbursable by 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. All amounts paid by CITY to CONTRACTOR shall be subject to audit by CITY.

D. Upon the effective date of this Agreement, and 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. Program Budgets are listed below and are attached hereto:

Appendix A-1 – Edgewood Hospital Diversion

Appendix A-1A – Edgewood Crisis Stabilization Unit

B. CONTRACTOR understands that, of this maximum dollar obligation listed in section 3.3.1 of this Agreement, **\$1,023,729** is included as a contingency amount and is neither to be used in Program Budgets attached to this Appendix, or available to Contractor without a modification to this Agreement as specified in Section 3.7 Contract Amendments; Budgeting Revisions. Contractor further understands that no payment of any portion of this contingency amount will be made unless and until such modification or budget revision has been fully approved and executed in accordance with applicable City and Department of Public Health laws, regulations and policies/procedures and certification as to the availability of funds by Controller. Contractor agrees to fully comply with these laws, regulations, and policies/procedures.

C. 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.

D. The amount for each fiscal year, 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.

CONTRACTOR understands that the CITY may need to adjust funding sources and funding allocations and agrees that these needed adjustments will be executed in accordance with Section 3.7 of this Agreement. In event that such funding source or funding allocation 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 Section 3.7 section of this Agreement.

(1). Estimated Funding Allocations

Contract Term	Estimated Funding Allocation
July 1, 2023 to June 30, 2024	\$4,181,901
July 1, 2024 to June 30, 2025	\$4,349,177
Subtotal	\$8,531,078
Contingency @ 12% (October 1, 202 to September 30, 2025)	\$1,023,729
Total Revised Not-to-Exceed Amount	\$9,554,807

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 00273							Appendix B, Page 1
Legal Entity Name/Contractor Name Edgewood Center for Children and Families							Fiscal Year 2023-2024
Contract ID Number SFGOV-0000008079							Funding Notification Date 06/29/23
Appendix Number	B-#1	B-#1A	B-#	B-#	B-#	B-#	
Provider Number	8858	8858					
Program Name	Edgewood Hospital Diversion	Edgewood Crisis Stabilization Unit					
Program Code	8858H1 & 8858H2	8858CS					
Funding Term	07/01/23-06/30/24	07/01/23-06/30/24					
FUNDING USES							TOTAL
Salaries	\$ 1,224,992	\$ 1,432,924					\$ 2,657,916
Employee Benefits	\$ 367,497	\$ 429,877					\$ 797,374
Subtotal Salaries & Employee Benefits	\$ 1,592,489	\$ 1,862,801	\$ -	\$ -	\$ -	\$ -	\$ 3,455,290
Operating Expenses	\$ 47,302	\$ 133,843					\$ 181,145
Capital Expenses							\$ -
Subtotal Direct Expenses	\$ 1,639,791	\$ 1,996,644	\$ -	\$ -	\$ -	\$ -	\$ 3,636,435
Indirect Expenses	\$ 245,969	\$ 299,497					\$ 545,466
Indirect %	15.0%	15.0%	0.0%	0.0%	0.0%	0.0%	15.0%
TOTAL FUNDING USES	\$ 1,885,760	\$ 2,296,141	\$ -	\$ -	\$ -	\$ -	\$ 4,181,901
							Employee Benefits Rate 30.0%
BHS MENTAL HEALTH FUNDING SOURCES							
MH CYF Fed SDMC FFP (50%)	\$ 226,166	\$ 343,756					\$ 569,922
MH CYF State 2011 PSR-EPSDT	\$ 226,166	\$ 343,756					\$ 569,922
MH CYF County General Fund	\$ 1,433,428	\$ 1,608,629					\$ 3,042,057
							\$ -
							\$ -
							\$ -
TOTAL BHS MENTAL HEALTH FUNDING SOURCES	\$ 1,885,760	\$ 2,296,141	\$ -	\$ -	\$ -	\$ -	\$ 4,181,901
BHS SUD FUNDING SOURCES							
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
TOTAL BHS SUD FUNDING SOURCES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
OTHER DPH FUNDING SOURCES							
							\$ -
							\$ -
							\$ -
TOTAL OTHER DPH FUNDING SOURCES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL DPH FUNDING SOURCES	\$ 1,885,760	\$ 2,296,141	\$ -	\$ -	\$ -	\$ -	\$ 4,181,901
NON-DPH FUNDING SOURCES							
							\$ -
							\$ -
TOTAL NON-DPH FUNDING SOURCES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL FUNDING SOURCES (DPH AND NON-DPH)	\$ 1,885,760	\$ 2,296,141	\$ -	\$ -	\$ -	\$ -	\$ 4,181,901
Prepared By Patricia Hom			Phone Number				

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

DHCS Legal Entity Number 00273					Appendix Number B-#1	
Provider Name Edgewood Center for Children and Families					Page Number 2	
Provider Number 8858					Fiscal Year 2023-2024	
Contract ID Number SFGOV-0000008079					Funding Notification Date 06/29/23	
Program Name		Edgewood Hospital Diversion				
Program Code		8858H1	8858H1	8858H2		
Mode/SFC (MH) or Modality (SUD)		05/60-64	05/60-64	15		
Service Description		24-Hr Residential Other	24-Hr Residential Other	Outpatient Services		
Funding Term (mm/dd/yy-mm/dd/yy):		07/01/23-06/30/24	07/01/23-06/30/24	07/01/23-06/30/24		
FUNDING USES						TOTAL
Salaries & Employee Benefits	\$ 1,179,884	\$ 31,200	\$ 381,405			\$ 1,592,489
Operating Expenses	\$ 32,888	\$ 2,487	\$ 11,927			\$ 47,302
Capital Expenses						\$ -
Subtotal Direct Expenses	\$ 1,212,772	\$ 33,687	\$ 393,332	\$ -	\$ -	\$ 1,639,791
Indirect Expenses	\$ 181,916	\$ 5,053	\$ 59,000			\$ 245,969
Indirect %	15.0%	15.0%	15.0%	0.0%	0.0%	15.0%
TOTAL FUNDING USES	\$ 1,394,688	\$ 38,740	\$ 452,332	\$ -	\$ -	\$ 1,885,760
BHS MENTAL HEALTH FUNDING SOURCES	Dept-Auth-Proj-Activity					
MH CYF Fed SDMC FFP (50%)	251962-10000-10001670-0001			\$ 226,166		\$ 226,166
MH CYF State 2011 PSR-EPSTDT	251962-10000-10001670-0001			\$ 226,166		\$ 226,166
MH CYF County General Fund	251962-10000-10001670-0001	\$ 1,394,688	\$ 38,740			\$ 1,433,428
This row left blank for funding sources not in drop-down list						\$ -
TOTAL BHS MENTAL HEALTH FUNDING SOURCES		\$ 1,394,688	\$ 38,740	\$ 452,332	\$ -	\$ 1,885,760
BHS SUD FUNDING SOURCES	Dept-Auth-Proj-Activity					
						\$ -
						\$ -
						\$ -
This row left blank for funding sources not in drop-down list						\$ -
TOTAL BHS SUD FUNDING SOURCES		\$ -	\$ -	\$ -	\$ -	\$ -
OTHER DPH FUNDING SOURCES	Dept-Auth-Proj-Activity					
						\$ -
This row left blank for funding sources not in drop-down list						\$ -
TOTAL OTHER DPH FUNDING SOURCES		\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL DPH FUNDING SOURCES		\$ 1,394,688	\$ 38,740	\$ 452,332	\$ -	\$ 1,885,760
NON-DPH FUNDING SOURCES						
This row left blank for funding sources not in drop-down list						\$ -
TOTAL NON-DPH FUNDING SOURCES		\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL FUNDING SOURCES (DPH AND NON-DPH)		1,394,688	38,740	452,332	-	1,885,760
BHS UNITS OF SERVICE AND UNIT COST						
Number of Beds Purchased		2				
SUD Only - Number of Outpatient Group Counseling Sessions						
SUD Only - Licensed Capacity for Narcotic Treatment Programs						
Payment Method		Cost Reimbursement (CR)	Cost Reimbursement (CR)	Cost Reimbursement (CR)		
DPH Units of Service/Hours to Bill (LOE)		730	93	1,766		
Unit Type		Client Day	Client Day	Staff Hour	0	0
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only)		\$ 1,910.53	\$ 417.50	\$ 256.08	\$ -	\$ -
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)		\$ 1,910.53	\$ 417.50	\$ 256.08	\$ -	\$ -
Published Rate (Medi-Cal Providers Only)		\$ 2,090.00	\$ 1,225.00	\$ 487.00		
Unduplicated Clients (UDC)		30	10	30		30
						Total UDC

Appendix B - DPH 4: Operating Expenses Detail

Contract ID Number SFGOV-0000008079

Program Name Edgewood Hospital Diversion

Program Code 8858H1 & 8858H2

Appendix Number B-#1

Page Number 4

Fiscal Year 2023-2024

Funding Notification Date 06/29/23

Expense Categories & Line Items	TOTAL	251962-10000-10001670-0001	251962-10000-10001670-0001	251962-10000-10001670-0001	Dept-Auth-Proj-Activity	Dept-Auth-Proj-Activity	Dept-Auth-Proj-Activity
Funding Term	07/01/23-06/30/24	07/01/23-06/30/24	07/01/23-06/30/24	07/01/23-06/30/24	(mm/dd/yy-mm/dd/yy)	(mm/dd/yy-mm/dd/yy)	(mm/dd/yy-mm/dd/yy):
Rent	\$ -						
Utilities (telephone, electricity, water, gas)	\$ 6,000.00	\$ 6,000.00	\$ -				
Building Repair/Maintenance	\$ 25,900.00	\$ 16,000.00	\$ 1,900.00	\$ 8,000.00			
Occupancy Total:	\$ 31,900.00	\$ 22,000.00	\$ 1,900.00	\$ 8,000.00	\$ -	\$ -	\$ -
Office Supplies	\$ 1,902.00	\$ 913.00	\$ 62.00	\$ 927.00			
Photocopying	\$ -						
Program Supplies	\$ 9,000.00	\$ 6,650.00	\$ 350.00	\$ 2,000.00			
Computer Hardware/Software	\$ -						
Materials & Supplies Total:	\$ 10,902.00	\$ 7,563.00	\$ 412.00	\$ 2,927.00	\$ -	\$ -	\$ -
Training/Staff Development	\$ 4,500.00	\$ 3,325.00	\$ 175.00	\$ 1,000.00			
Insurance	\$ -						
Professional License	\$ -						
Permits	\$ -						
Equipment Lease & Maintenance	\$ -						
General Operating Total:	\$ 4,500.00	\$ 3,325.00	\$ 175.00	\$ 1,000.00	\$ -	\$ -	\$ -
Local Travel	\$ -						
Out-of-Town Travel	\$ -						
Field Expenses	\$ -						
Staff Travel Total:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Consultant/Subcontractor (Provide Consultant/Subcontracting Agency Name, Service Detail w/Dates, Hourly Rate and Amounts)	\$ -						
	\$ -						
Consultant/Subcontractor Total:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other (provide detail):	\$ -						
	\$ -						
	\$ -						
Other Total:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL OPERATING EXPENSE	\$ 47,302.00	\$ 32,888.00	\$ 2,487.00	\$ 11,927.00	\$ -	\$ -	\$ -

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

DHCS Legal Entity Number 00273				Appendix Number		B-#1A	
Provider Name Edgewood Center for Children and Families				Page Number		5	
Provider Number 8858				Fiscal Year		2023-2024	
Contract ID Number SFGOV-0000008079				Funding Notification Date		06/29/23	
Program Name		Edgewood Crisis Stabilization Unit					
Program Code		8858CS					
Mode/SFC (MH) or Modality (SUD)		10/25-29					
Service Description		DS-Crisis Stab Urgent Care					
Funding Term (mm/dd/yy-mm/dd/yy):		07/01/23-06/30/24					
FUNDING USES							TOTAL
Salaries & Employee Benefits		\$	1,862,801				\$ 1,862,801
Operating Expenses		\$	133,843				\$ 133,843
Capital Expenses							\$ -
Subtotal Direct Expenses		\$	1,996,644	\$ -	\$ -	\$ -	\$ 1,996,644
Indirect Expenses		\$	299,497				\$ 299,497
Indirect %			15.0%	0.0%	0.0%	0.0%	15.0%
TOTAL FUNDING USES		\$	2,296,141	\$ -	\$ -	\$ -	\$ 2,296,141
BHS MENTAL HEALTH FUNDING SOURCES		Dept-Auth-Proj-Activity					
MH CYF Fed SDMC FFP (50%)	251962-10000-10001670-0001	\$	343,756				\$ 343,756
MH CYF State 2011 PSR-EPST	251962-10000-10001670-0001	\$	343,756				\$ 343,756
MH CYF County General Fund	251962-10000-10001670-0001	\$	1,608,629				\$ 1,608,629
This row left blank for funding sources not in drop-down list							\$ -
TOTAL BHS MENTAL HEALTH FUNDING SOURCES		\$	2,296,141	\$ -	\$ -	\$ -	\$ 2,296,141
BHS SUD FUNDING SOURCES		Dept-Auth-Proj-Activity					
							\$ -
							\$ -
							\$ -
This row left blank for funding sources not in drop-down list							\$ -
TOTAL BHS SUD FUNDING SOURCES		\$	-	\$ -	\$ -	\$ -	\$ -
OTHER DPH FUNDING SOURCES		Dept-Auth-Proj-Activity					
							\$ -
This row left blank for funding sources not in drop-down list							\$ -
TOTAL OTHER DPH FUNDING SOURCES		\$	-	\$ -	\$ -	\$ -	\$ -
TOTAL DPH FUNDING SOURCES		\$	2,296,141	\$ -	\$ -	\$ -	\$ 2,296,141
NON-DPH FUNDING SOURCES							
This row left blank for funding sources not in drop-down list							\$ -
TOTAL NON-DPH FUNDING SOURCES		\$	-	\$ -	\$ -	\$ -	\$ -
TOTAL FUNDING SOURCES (DPH AND NON-DPH)			2,296,141	-	-	-	2,296,141
BHS UNITS OF SERVICE AND UNIT COST							
Number of Beds Purchased							
SUD Only - Number of Outpatient Group Counseling Sessions							
SUD Only - Licensed Capacity for Narcotic Treatment Programs							
Payment Method		Cost Reimbursement (CR)					
DPH Units of Service/Hours to Bill (LOE)		7,300					
Unit Type		Client Hour					
			0	0	0	0	
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only)		\$	314.54	\$ -	\$ -	\$ -	\$ -
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)		\$	314.54	\$ -	\$ -	\$ -	\$ -
Published Rate (Medi-Cal Providers Only)		\$	314.54				
Unduplicated Clients (UDC)		80					
							Total UDC
							80

Appendix B - DPH 4: Operating Expenses Detail

Contract ID Number SFGOV-0000008079

Program Name Edgewood Crisis Stabilization Unit

Program Code 8858CS

Appendix Number

B-#1A

Page Number

7

Fiscal Year

2023-2024

Funding Notification Date

06/29/23

Expense Categories & Line Items	TOTAL	251962-10000-10001670-0001	Dept-Auth-Proj-Activity	Dept-Auth-Proj-Activity	Dept-Auth-Proj-Activity	Dept-Auth-Proj-Activity	Dept-Auth-Proj-Activity
Funding Term	(mm/dd/yy-mm/dd/yy):	07/01/23-06/30/24	(mm/dd/yy-mm/dd/yy):	(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	\$ -						
Utilities (telephone, electricity, water, gas)	\$ 8,000.00	\$ 8,000.00					
Building Repair/Maintenance	\$ 22,000.00	\$ 22,000.00					
Occupancy Total:	\$ 30,000.00	\$ 30,000.00	\$ -	\$ -	\$ -	\$ -	\$ -
Office Supplies	\$ 1,493.00	\$ 1,493.00					
Photocopying	\$ -						
Program Supplies	\$ 6,500.00	\$ 6,500.00					
Computer Hardware/Software	\$ -						
Materials & Supplies Total:	\$ 7,993.00	\$ 7,993.00	\$ -	\$ -	\$ -	\$ -	\$ -
Training/Staff Development	\$ 4,600.00	\$ 4,600.00					
Insurance	\$ -						
Professional License	\$ -						
Permits	\$ -						
Equipment Lease & Maintenance	\$ -						
General Operating Total:	\$ 4,600.00	\$ 4,600.00	\$ -	\$ -	\$ -	\$ -	\$ -
Local Travel	\$ -						
Out-of-Town Travel	\$ -						
Field Expenses	\$ -						
Staff Travel Total:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Consultant/Subcontractor (Provide Consultant/Subcontracting Agency Name, Service Detail w/Dates, Hourly Rate and Amounts)	\$ -						
Dr. Robin Randall, Psychiatric Consultant for CSU - 24/7 on call (\$250/day x 365days/FY)	\$ 91,250.00	\$ 91,250.00					
Consultant/Subcontractor Total:	\$ 91,250.00	\$ 91,250.00	\$ -	\$ -	\$ -	\$ -	\$ -
Other (provide detail):	\$ -						
	\$ -						
	\$ -						
Other Total:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL OPERATING EXPENSE	\$ 133,843.00	\$ 133,843.00	\$ -	\$ -	\$ -	\$ -	\$ -

Appendix B - DPH 5: Capital Expenses Detail

Contract ID Number _____
Program Name _____
Program Code _____

Appendix Number _____
Page Number 8
Fiscal Year 2023-2024
Funding Notification Date: 06/29/23

1. Equipment

Item Description	Quantity	Serial #/VIN #	Dept-Auth-Proj-Activity	Unit Cost	Total Cost
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
Total Equipment Cost					\$ -

2. Remodeling

Description	Total Cost
Total Remodeling Cost	\$ -

Total Capital Expenditure
(Equipment plus Remodeling Cost)

\$ -

Appendix B - DPH 6: Contract-Wide Indirect Detail

Contractor Name Edgewood Center for Children and Families

Page Number

9

Contract ID Number SFGOV-0000008079

Fiscal Year

2023-2024

Funding Notification Date

6/29/23

1. SALARIES & EMPLOYEE BENEFITS

Position Title	FTE	Amount
CEO	0.12	\$ 33,344.00
COO	0.12	\$ 29,023.00
IT Director	0.16	\$ 26,717.00
Desktop Support Analyst	0.14	\$ 10,489.00
IT Help Desk	0.15	\$ 11,578.00
Executive Assistant	0.12	\$ 11,412.00
HR Director	0.12	\$ 19,451.00
HR Administrator	0.15	\$ 9,273.00
Recruiter	0.15	\$ 13,123.00
HR Senior Generalist	0.14	\$ 15,128.00
Payroll Lead	0.16	\$ 10,629.65
AP Lead	0.16	\$ 11,168.94
Accountant	0.16	\$ 10,739.76
Senior Accountant	0.16	\$ 11,634.82
Controller	0.14	\$ 24,368.00
Revenue & Contracts Manager	0.16	\$ 14,523.29
Billing Clerk	0.16	\$ 10,689.88
Sr Director of Financial Operations	0.14	\$ 29,536.00
Director of Facilities	0.12	\$ 12,081.00
Facilities Technician	0.14	\$ 6,843.00
Subtotal:	2.87	\$ 321,752.00
Employee Benefits:	30.0%	\$ 96,525.60
Total Salaries and Employee Benefits:		\$ 418,278.00

2. OPERATING COSTS

Expenses (Use expense account name in the ledger.)	Amount
Accounting/Audit Fees	\$ 40,000.00
Business Insurance	\$ 50,000.00
Software Subscriptions and Maintenance	\$ 37,188.00
Total Operating Costs	\$ 127,188.00
Total Indirect Costs	\$ 545,466.00

Appendix C
Reserved

APPENDIX D

Data Access Agreement

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.

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 D 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. 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
- d. Applicants must complete the credentialing 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 D

**Protected Information Destruction Order
Purge Certification - Contract ID # 1000030382**

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 October 01, 2023 (“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 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.

APPENDIX E



San Francisco Department of Public Health
Business Associate Agreement

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

APPENDIX E



San Francisco Department of Public Health
Business Associate Agreement

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.

APPENDIX E



San Francisco Department of Public Health
Business Associate Agreement

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)]

APPENDIX E



San Francisco Department of Public Health
Business Associate Agreement

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 of 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
Business Associate Agreement

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
Hotline (Toll-Free): 1-855-729-6040

Contractor Name:		Contractor City Vendor ID	
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PRIVACY ATTESTATION

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

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

I. All Contractors.

DOES YOUR ORGANIZATION...							Yes	No*
A	Have formal Privacy Policies that comply with the Health Insurance Portability and Accountability Act (HIPAA)?						<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 AND that health information is only transferred or created on encrypted devices approved by SFPDH Information Security staff?						<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 Privacy Notice that meets HIPAA regulations was provided in the patient's / client's preferred language? (English, Cantonese, Vietnamese, Tagalog, Spanish, Russian forms may be required and are available from SFPDH.)	<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	
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IV. *EXCEPTIONS: If you have answered "NO" to any question or believe a question is Not Applicable, please contact OCPA at **1-855-729-6040** or compliance.privacy@sfdph.org for a consultation. All "No" or "N/A" answers must be reviewed and approved by OCPA below.

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

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

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

I. All Contractors.

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

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

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

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

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 G

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

Introduction

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

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

Dispute Resolution Procedure

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

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

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

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

Appendix G

to date are not satisfactory to the contractor. The Department will respond in writing within 10 working days.

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

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