

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

**Second Amendment**

THIS **SECOND** AMENDMENT (“Amendment”) is made as of **December 01, 2024**, in San Francisco, California, by and between **Richmond Area Multi Services, Inc.** (“Contractor”), and the City and County of San Francisco, a municipal corporation (“City”), acting by and through its Director of the Office of Contract Administration.

**Recitals**

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

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

---

WHEREAS, the Agreement was competitively procured as required by San Francisco Administrative Code Chapter 21.1 through Request for Qualifications (“RFQ”), RFQ 21-2020, dated December 7, 2020 and this modification is consistent therewith; and

---

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

---

WHEREAS, this Amendment is consistent with an approval obtained on January 02, 2024 from the Department of Human Resources on behalf of the Civil Service Commission under PSC number 41068 – 14/15 which authorizes the award of multiple agreements, the total value of which cannot exceed \$68,640,469 and the individual duration of which cannot exceed 12 years and 35 weeks; and

---

WHEREAS, this Amendment is consistent with an approval obtained from the City’s [Board of Supervisors] under [insert resolution number] approved on [insert date of Commission or Board action] in the amount of [insert Dollar Amount] for the period commencing [Insert Start Date] and ending [Insert End Date]; and

---

Now, THEREFORE, the parties agree as follows:

**Article 1      Definitions**

The following definitions shall apply to this Amendment:

1.1 **Agreement.** The term “Agreement” shall mean the Agreement dated May 01, 2022 between Contractor and City, as amended by the:

First Amendment, dated November 01, 2023

1.2 **San Francisco Labor and Employment Code.** As of January 4, 2024, San Francisco Administrative Code Chapters 21C (Miscellaneous Prevailing Wage Requirements), 12B (Nondiscrimination in Contracts), 12C (Nondiscrimination in Property Contracts), 12K (Salary History), 12P (Minimum Compensation), 12Q (Health Care Accountability), 12T (City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions), and 12U (Sweatfree Contracting) are redesignated as Articles 102 (Miscellaneous Prevailing Wage Requirements), 131 (Nondiscrimination in Contracts), 132 (Nondiscrimination in Property Contracts), 141 (Salary History), 111 (Minimum Compensation), 121 (Health Care Accountability), 142 (City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions), and 151 (Sweatfree Contracting) of the San Francisco Labor and Employment Code, respectively. Wherever this Agreement refers to San Francisco Administrative Code Chapters 21C, 12B, 12C, 12K, 12P, 12Q, 12T, and 12U, it shall be construed to mean San Francisco Labor and Employment Code Articles 102, 131, 132, 141, 111, 121, 142, and 151, respectively.

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

**Article 2 Modifications of Scope to the Agreement**

The Agreement is hereby modified as follows:

2.1 **Term of the Agreement.** Article 2 Term of the Agreement of the Original Agreement [insert correct transaction being updated] currently reads as follows:

2.1 **Term.** The term of this Agreement shall commence on May 01, 2022 and expire on December 31, 2024, unless earlier terminated as otherwise provided herein.

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

2.2 **Term.** The term of this Agreement shall commence on May 01, 2022 and expire on June 30, 2028, unless earlier terminated as otherwise provided herein.

2.2 **Financial Matters.** Section 3.3.1 Calculation of Charges of the Original Agreement currently reads as follows:

**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 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 Sixty-Eight Thousand Seven Hundred Ninety-Five Dollars (\$9,568,795). 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.

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

**3.3.1 Calculation of Charges and Contract Not to Exceed Amount.** The amount of this Agreement shall not exceed Thirty Eight Million Eighty Three Thousand Six Hundred Thirty Dollars (\$38,083,630), the breakdown of which appears in Appendix B, "Calculation of Charges." City shall not 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.

**2.3 Appendix B.** Appendix B is hereby replaced in its entirety by Appendix B, attached to this Amendment and fully incorporated within the Agreement. To the extent the Agreement refers to Appendix B in any place, the true meaning shall be Appendix B, which is a correct and updated version.

**2.4 Appendix B-1, B-2, B-3, B-4, and B-5.** Appendix B-1, B-2, B-3, B-4, and B-5 is hereby added to this Amendment and fully incorporated within the Agreement.

**2.4 Appendix D.** Appendix D is hereby replaced in its entirety by Appendix D, attached to this Amendment and fully incorporated within the Agreement. To the extent the Agreement refers to Appendix D in any place, the true meaning shall be Appendix D, which is a correct and updated version.

**2.5 Appendix E.** Appendix E is hereby replaced in its entirety by Appendix E Dated: OCPA & CAT v1/10/2024, and Attestation forms 06-07-2017, and Protected Information Destruction Order Purge Certification 01-10-2024, attached to this Amendment and incorporated within the Agreement.

**Article 3 Updates of Standard Terms to the Agreement**

The Agreement is hereby modified as follows:

**3.1 Section 4.2 Qualified Personnel.** *Section 4.2 of the Agreement is replaced in its entirety to read as follows:*

**4.2 Qualified Personnel.** Contractor represents and warrants that it is qualified to perform the Services required by City, and that all Services will be performed by competent personnel with the degree of skill and care required by current and sound professional procedures and practices. 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 sufficient resources for timely completion within the project schedule.

**3.2 Section 10.15 Public Access to Nonprofit Records and Meetings.** *Section 10.15 of the Agreement is replaced in its entirety to read as follows:*

**10.15 Nonprofit Contractor Requirements.**

**10.15.1 Good Standing.** If Contractor is a nonprofit organization, 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’s 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 for the duration of the Agreement. Any failure by Contractor or its subcontractors to remain in good standing with applicable requirements shall be a material breach of this Agreement.

**10.15.2 Public Access to Nonprofit Records and Meetings.** If Contractor is a nonprofit organization; provides Services that do not include services or benefits to City employees (and/or to their family members, dependents, or their other designated beneficiaries); and receives a cumulative total per year of at least \$250,000 in City funds or City-administered funds, 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.

3.3 **Section 10.17 Distribution of Beverages and Water.** *Section 10.17 of the Agreement is replaced in its entirety to read as follows:*

**10.17 Distribution of Beverages and Water.**

**10.17.1 Sugar-Sweetened Beverage Prohibition.** The scope of Services in this Agreement includes the sale, provision, or distribution of beverages to or on behalf of City. 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.** The scope of Services includes the sale, provision, or distribution of water to or on behalf of City. 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.

3.4 **Section 12.6 Prevention of Fraud, Waste and Abuse.** *The following section is hereby added and incorporated in Article 12 of the Agreement:*

**12.6 Prevention of Fraud, Waste and Abuse.** Contractor shall comply with all laws designed to prevent fraud, waste, and abuse, including, but not limited to, provisions of state and Federal law applicable to healthcare providers and transactions, such as the False Claims Act (31 U.S.C. § 3729 et seq.), the Anti-Kickback Statute (42 U.S.C. § 1320a-7b(b)), the Physician Self-Referral Law (Stark Law, 42 U.S.C. § 1395nn), and California Business & Professions Code § 650. Contractor shall immediately notify City of any suspected fraud, waste, and abuse under state or federal law.

3.5 **Article 13 Data and Security.** *Article 13 is hereby replaced in its entirety to read as follows:*

**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 City Data; Confidential Information.** In the performance of Services, Contractor may have access to, or collect on City’s behalf, City Data, which may include proprietary or Confidential Information that if disclosed 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 Reserved. (Payment Card Industry (“PCI”) Requirements**

**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) (1-10-2024)
  - 1. SFDPH Attachment 1 Privacy Attestation (06-07-2017)
  - 2. SFDPH Attachment 2 Data Security Attestation (06-07-2017)
  - 3. SFDPH Attachment 3 Protected Information Destruction Order Purge Certification (01-10-2024)
  
- 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.**

**13.4.1 Use of City Data.** Contractor agrees to hold City Data received from, or created or collected on behalf of, City, in strictest confidence. Contractor shall not use or disclose City Data except as permitted or required by the Agreement or as otherwise authorized in writing by City. Any work by Contractor or its authorized subcontractors using, or sharing or storage of, City Data outside the continental United States is prohibited, absent prior written authorization by City. Access to City Data must be strictly controlled and limited to Contractor’s staff assigned to this project on a need-to-know basis only. City Data shall not be distributed, repurposed or shared across other applications, environments, or business units of Contractor. Contractor is provided a limited non-exclusive license to use 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 City Data, 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 City Data.** Upon request of City or termination or expiration of this Agreement, Contractor shall promptly, but in no event later than thirty (30) calendar days, return all City Data given to, or collected or created by Contractor on City’s behalf, which includes all original media. Once Contractor has received written confirmation from City that City 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 subcontractor’s 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 City Data and any derivative works of City Data is the exclusive property of City.

**13.6 Loss or Unauthorized Access to City’s Data; Security Breach Notification.**

Contractor shall comply with all applicable laws that require the notification to individuals in the event of unauthorized release of PII, PHI, or other event requiring notification. Contractor shall notify City of any actual or potential exposure or misappropriation of City Data (any “Leak”) within twenty-four (24) hours of the discovery of such, but within twelve (12) hours if the Data Leak involved PII or PHI. Contractor, at its own expense, will reasonably cooperate with City and law enforcement authorities to investigate any such Leak and to notify injured or potentially injured parties. Contractor shall pay for the provision to the affected individuals of twenty-four (24) months of free credit monitoring services, if the Leak involved information of a nature reasonably necessitating such credit monitoring. The remedies and obligations set forth in this subsection are in addition to any other City may have. City shall conduct all media communications related to such Leak.

**13.7 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 4 Effective Date**

Each of the modifications set forth in Articles 2 and 3 shall be effective on and after the date of this Amendment.

**Article 5 Legal Effect**

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

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

CITY  
Recommended by:

\_\_\_\_\_  
Grant Colfax, MD  
Director of Health  
Department of Public Health

CONTRACTOR  
Richmond Area Multi Services, Inc.

DocuSigned by:  
*Angela Tang* 10/9/2024 | 12:47 PM PDT  
6F19A81D004F44B...  
\_\_\_\_\_  
Angela Tang, LCSW  
President & CEO

Approved as to Form:

David Chiu  
City Attorney

City Supplier number: 0000012195

By: \_\_\_\_\_  
Arnulfo Medina  
Deputy City Attorney

Approved:

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

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

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



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

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

(2) 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 (15<sup>th</sup>) calendar day of each month for reimbursement of the actual costs for SERVICES of the preceding month. All costs associated with the SERVICES shall be reported on the invoice each month. All costs incurred under this Agreement shall be due and payable only after SERVICES have been rendered and in no case in advance of such SERVICES.

B. Final Closing Invoice

(1) For contracted services reimbursable by Fee for Service Reimbursement:

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

(2) 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 B-1 – Hire - Ability Janitorial Services

Appendix B-2 – Hire - Ability Clerical & Mailroom Services

Appendix B-3 –Information Technology

Appendix B-4 – TAY Vocational Services

Appendix B-5 – Employee Development

B. CONTRACTOR understands that, of this maximum dollar obligation listed in section 3.3.1 of this Agreement, **\$3,666,343** 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

<b>Contract Term</b>	<b>Estimated Funding Allocation</b>
May 1, 2022 to June 30, 2022	\$733,056
July 1, 2022 to June 30, 2023	\$4,630,895
July 1, 2023 to June 30, 2024	\$5,754,770
July 1, 2024 to June 30, 2025	\$5,754,770
July 1, 2025 to June 30, 2026	\$5,927,413
July 1, 2026 to June 30, 2027	\$6,105,235
July 1, 2027 to June 30, 2028	\$6,288,394
<b>Subtotal</b>	<b>\$35,194,533</b>
Contingency @ 12% (May 1, 2022 to June 30, 2028)	\$2,889,097
<b>Total Revised Not-to-Exceed Amount</b>	<b>\$38,083,630</b>

**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		00343				Fiscal Year	2023-2024
Legal Entity Name/Contractor Name		Richmond Area Multi-Services, Inc.				Funding Notification Date	08/01/23
Contract ID Number		1000024553					
Appendix Number	B-1	B-2	B-3	B-4	B-5		
Provider Number	3894	3894	3894	3894	3894		
Program Name	Janitorial Services	Clerical & Mailroom Services	Information Technology	TAY Vocational Services	Employee Development Program		
Program Code	N/A	N/A	N/A	N/A	38B62		
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	07/01/23-06/30/24		
<b>FUNDING USES</b>							<b>TOTAL</b>
Salaries	\$ 1,240,871	\$ 898,859	\$ 995,790	\$ 99,733	\$ 279,579	\$	<b>3,514,832</b>
Employee Benefits	\$ 434,305	\$ 287,635	\$ 298,438	\$ 30,758	\$ 100,649	\$	<b>1,151,785</b>
<b>Subtotal Salaries &amp; Employee Benefits</b>	<b>\$ 1,675,176</b>	<b>\$ 1,186,494</b>	<b>\$ 1,294,228</b>	<b>\$ 130,491</b>	<b>\$ 380,228</b>	\$	<b>4,666,617</b>
Operating Expenses	\$ 168,782	\$ 71,047	\$ 51,646	\$ 75,503	\$ 14,489	\$	<b>381,467</b>
Capital Expenses						\$	<b>-</b>
<b>Subtotal Direct Expenses</b>	<b>\$ 1,843,958</b>	<b>\$ 1,257,541</b>	<b>\$ 1,345,874</b>	<b>\$ 205,994</b>	<b>\$ 394,717</b>	\$	<b>5,048,084</b>
Indirect Expenses	\$ 258,152	\$ 176,055	\$ 188,374	\$ 28,844	\$ 55,261	\$	<b>706,686</b>
Indirect %	<b>14.0%</b>	<b>14.0%</b>	<b>14.0%</b>	<b>14.0%</b>	<b>14.0%</b>		<b>14.0%</b>
<b>TOTAL FUNDING USES</b>	<b>\$ 2,102,110</b>	<b>\$ 1,433,596</b>	<b>\$ 1,534,248</b>	<b>\$ 234,838</b>	<b>\$ 449,978</b>	\$	<b>5,754,770</b>
					Employee Benefits Rate		<b>31.9%</b>
<b>BHS MENTAL HEALTH FUNDING SOURCES</b>							
MH Adult County General Fund	\$ 1,140,914	\$ 763,952			\$ 92,666	\$	1,997,532
MH CYF County General Fund	\$ 7,169	\$ 10,322				\$	17,491
MH Adult State 1991 MH Realignment	\$ 121,669	\$ 344,570			\$ 49,778	\$	516,017
MH CYF State 1991 Realignment	\$ 3,653	\$ 10,347				\$	14,000
MH CYF Wellness Center	\$ 8,000					\$	8,000
MH MHSA (Adult)	\$ 820,705	\$ 304,405			\$ 307,534	\$	1,432,644
MH MHSA (IT)			\$ 1,534,248			\$	1,534,248
MH MHSA (TAY)				\$ 234,838		\$	234,838
						\$	-
<b>TOTAL BHS MENTAL HEALTH FUNDING SOURCES</b>	<b>\$ 2,102,110</b>	<b>\$ 1,433,596</b>	<b>\$ 1,534,248</b>	<b>\$ 234,838</b>	<b>\$ 449,978</b>	\$	<b>5,754,770</b>
<b>BHS SUD FUNDING SOURCES</b>							
						\$	-
						\$	-
<b>TOTAL BHS SUD FUNDING SOURCES</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	\$	<b>-</b>
<b>OTHER DPH FUNDING SOURCES</b>							
	0	\$ -				\$	-
						\$	-
						\$	-
<b>TOTAL OTHER DPH FUNDING SOURCES</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	\$	<b>-</b>
<b>TOTAL DPH FUNDING SOURCES</b>	<b>\$ 2,102,110</b>	<b>\$ 1,433,596</b>	<b>\$ 1,534,248</b>	<b>\$ 234,838</b>	<b>\$ 449,978</b>	\$	<b>5,754,770</b>
<b>NON-DPH FUNDING SOURCES</b>							
						\$	-
						\$	-
<b>TOTAL NON-DPH FUNDING SOURCES</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	\$	<b>-</b>
<b>TOTAL FUNDING SOURCES (DPH AND NON-DPH)</b>	<b>\$ 2,102,110</b>	<b>\$ 1,433,596</b>	<b>\$ 1,534,248</b>	<b>\$ 234,838</b>	<b>\$ 449,978</b>	\$	<b>5,754,770</b>
Prepared By		Eduard Agajanian		408-394-8778			

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

DHCS Legal Entity Number 00343		Appendix Number B-1	
Provider Name Richmond Area Multi-Services, Inc.		Page Number P 2	
Provider Number 3894		Fiscal Year 2023-2024	
Contract ID Number 1000024553		Funding Notification Date 08/01/23	
Program Name	Janitorial Services		
Program Code	N/A	N/A	
Mode/SFC (MH) or Modality (SUD)	10/30-39	10/30-39	
Service Description	DS-Vocational	DS-Vocational	
Funding Term (mm/dd/yy-mm/dd/yy):	07/01/23-06/30/24	07/01/23-06/30/24	
<b>FUNDING USES</b>			<b>TOTAL</b>
Salaries & Employee Benefits	\$ 1,021,187	\$ 653,989	\$ 1,675,176
Operating Expenses	\$ 102,889	\$ 65,893	\$ 168,782
Capital Expenses			\$ -
<b>Subtotal Direct Expenses</b>	<b>\$ 1,124,076</b>	<b>\$ 719,882</b>	<b>\$ 1,843,958</b>
Indirect Expenses	\$ 157,329	\$ 100,823	\$ 258,152
<b>Indirect %</b>	<b>14.0%</b>	<b>14.0%</b>	<b>14.0%</b>
<b>TOTAL FUNDING USES</b>	<b>\$ 1,281,405</b>	<b>\$ 820,705</b>	<b>\$ 2,102,110</b>
<b>BHS MENTAL HEALTH FUNDING SOURCES</b>	<b>Dept-Auth-Proj-Activity</b>		
MH Adult County General Fund	251984-10000-10001792-0001	\$ 1,140,914	\$ 1,140,914
MH CYF County General Fund	251962-10000-10001670-0001	\$ 7,169	\$ 7,169
MH Adult State 1991 MH Realignment	251984-10000-10001792-0001	\$ 121,669	\$ 121,669
MH CYF State 1991 Realignment	251962-10000-10001670-0001	\$ 3,653	\$ 3,653
MH CYF Wellness Center	251962-10000-10001795-0001	\$ 8,000	\$ 8,000
MH MHA (Adult)	251984-17156-10031199-0087		\$ 820,705
			\$ -
This row left blank for funding sources not in drop-down list			
<b>TOTAL BHS MENTAL HEALTH FUNDING SOURCES</b>		<b>\$ 1,281,405</b>	<b>\$ 820,705</b>
<b>BHS SUD FUNDING SOURCES</b>	<b>Dept-Auth-Proj-Activity</b>		
			\$ -
			\$ -
			\$ -
This row left blank for funding sources not in drop-down list			
<b>TOTAL BHS SUD FUNDING SOURCES</b>		<b>\$ -</b>	<b>\$ -</b>
<b>OTHER DPH FUNDING SOURCES</b>	<b>Dept-Auth-Proj-Activity</b>		
			\$ -
This row left blank for funding sources not in drop-down list			
<b>TOTAL OTHER DPH FUNDING SOURCES</b>		<b>\$ -</b>	<b>\$ -</b>
<b>TOTAL DPH FUNDING SOURCES</b>		<b>\$ 1,281,405</b>	<b>\$ 820,705</b>
<b>NON-DPH FUNDING SOURCES</b>			
This row left blank for funding sources not in drop-down list			
<b>TOTAL NON-DPH FUNDING SOURCES</b>		<b>\$ -</b>	<b>\$ -</b>
<b>TOTAL FUNDING SOURCES (DPH AND NON-DPH)</b>		<b>1,281,405</b>	<b>820,705</b>
<b>BHS UNITS OF SERVICE AND UNIT COST</b>			
Number of Beds Purchased			
SUD Only - Number of Outpatient Group Counseling Sessions			
SUD Only - Licensed Capacity for Narcotic Treatment Programs			
		Cost Reimbursement (CR)	Cost Reimbursement (CR)
Payment Method			
DPH Units of Service/Hours to Bill (LOF)		17,755	11,372
Unit Type		Staff Hours	Staff Hours
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES ONLY)		\$ 72.17	\$ 72.17
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)		\$ 72.17	\$ 72.17
Published Rate (Medi-Cal Providers Only)			
Unduplicated Clients (UDC)		29	19
			<b>Total UDC</b>
			48

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

Contract ID Number 1000024553  
 Program Name Janitorial Services  
 Program Code N/A

Appendix Number B-1  
 Page Number P 3  
 Fiscal Year 2023-2024  
 Funding Notification Date 08/01/23

Funding Term	TOTAL		General Fund (251984-10000-10001792-0001; 251962-10000-10001670-0001; 251962-10000-10001795-0001)		MH MSA (Adult) (251984-17156-10031199-0087)		Dept-Auth-Proj-Activity		Dept-Auth-Proj-Activity	
	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries
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):										
Program Director	0.300	\$ 46,568	0.183	\$ 28,388	0.117	\$ 18,180				
Associate Director	0.330	\$ 38,140	0.201	\$ 23,250	0.129	\$ 14,890				
Environmental Services Manager	1.000	\$ 91,928	0.610	\$ 56,039	0.390	\$ 35,889				
Training Manager	0.300	\$ 27,810	0.183	\$ 16,953	0.117	\$ 10,857				
Administrative Manager	0.200	\$ 18,540	0.122	\$ 11,302	0.078	\$ 7,238				
Janitorial Business Services Manager	1.000	\$ 96,425	0.610	\$ 58,781	0.390	\$ 37,644				
Vocational Case Manager	0.200	\$ 15,347	0.122	\$ 9,356	0.078	\$ 5,991				
Site Supervisor	3.640	\$ 213,704	2.219	\$ 130,274	1.421	\$ 83,430				
Program Assistant	0.500	\$ 35,329	0.305	\$ 21,537	0.195	\$ 13,792				
Janitorial Specialist	0.530	\$ 31,662	0.323	\$ 19,301	0.207	\$ 12,361				
Janitor	8.000	\$ 383,160	4.877	\$ 233,574	3.123	\$ 149,586				
Interns	6.130	\$ 242,258	3.737	\$ 147,680	2.393	\$ 94,578				
<b>Totals:</b>	22.13	\$ 1,240,871	13.49	\$ 756,435	8.64	\$ 484,436	0.00	\$ -	0.00	\$ -
<b>Employee Benefits:</b>	35.00%	\$ 434,305	35.00%	\$ 264,752	35.00%	\$ 169,553	0.00%		0.00%	
<b>TOTAL SALARIES &amp; BENEFITS</b>		<b>\$ 1,675,176</b>		<b>\$ 1,021,187</b>		<b>\$ 653,989</b>		<b>\$ -</b>		<b>\$ -</b>





Appendix B - DPH 4: Operating Expenses Detail

Contract ID Number 1000024553  
 Program Name Janitorial Services  
 Program Code N/A

Appendix Number B-1  
 Page Number P 5  
 Fiscal Year 2023-2024  
 Funding Notification Date 08/01/23

Expense Categories & Line Items	TOTAL	General Fund (251984-10000-10001792-0001; 251962-10000-10001670-0001; 251962-10000-10001795-0001)	MH MSA (Adult) (251984-17156-10031199-0087)	Dept-Auth-Proj-Activity	Dept-Auth-Proj-Activity
<b>Funding Term</b>	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)
Rent	\$ -	\$ -	\$ -		
Utilities (telephone, electricity, water, gas)	\$ 1,560	\$ 951	\$ 609		
Building Repair/Maintenance	\$ 780	\$ 475	\$ 305		
<b>Occupancy Total:</b>	<b>\$ 2,340</b>	<b>\$ 1,426</b>	<b>\$ 914</b>	<b>\$ -</b>	<b>\$ -</b>
Office Supplies	\$ 3,600	\$ 2,195	\$ 1,405		
Photocopying	\$ -	\$ -	\$ -		
Program Janitorial Supplies	\$ 130,292	\$ 79,426	\$ 50,866		
Computer Hardware/Software	\$ -	\$ -	\$ -		
<b>Materials &amp; Supplies Total:</b>	<b>\$ 133,892</b>	<b>\$ 81,621</b>	<b>\$ 52,271</b>	<b>\$ -</b>	<b>\$ -</b>
Training/Staff Development	\$ 2,000	\$ 1,219	\$ 781		
Insurance	\$ 13,500	\$ 8,230	\$ 5,270		
Membership Fee	\$ 300	\$ 183	\$ 117		
Licenses Fee	\$ 250	\$ 152	\$ 98		
Software Subscription	\$ -	\$ -	\$ -		
Equipment Lease & Maintenance	\$ -	\$ -	\$ -		
<b>General Operating Total:</b>	<b>\$ 16,050</b>	<b>\$ 9,784</b>	<b>\$ 6,266</b>	<b>\$ -</b>	<b>\$ -</b>
Local Travel	\$ 3,000	\$ 1,829	\$ 1,171		
Out-of-Town Travel	\$ -	\$ -	\$ -		
Field Expenses	\$ -	\$ -	\$ -		
<b>Staff Travel Total:</b>	<b>\$ 3,000</b>	<b>\$ 1,829</b>	<b>\$ 1,171</b>	<b>\$ -</b>	<b>\$ -</b>
Consultant/Subcontractor (Provide Consultant/Subcontracting Agency Name, Service Detail w/Dates, Hourly Rate and Amounts)					
	\$ -	\$ -	\$ -		
<b>Consultant/Subcontractor Total:</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
Other (provide detail):					
Recruitment	\$ 1,500	\$ 914	\$ 586		
Client Related Expenses	\$ 12,000	\$ 7,315	\$ 4,685		
<b>Other Total:</b>	<b>\$ 13,500</b>	<b>\$ 8,229</b>	<b>\$ 5,271</b>	<b>\$ -</b>	<b>\$ -</b>
<b>TOTAL OPERATING EXPENSE</b>	<b>\$ 168,782</b>	<b>\$ 102,889</b>	<b>\$ 65,893</b>	<b>\$ -</b>	<b>\$ -</b>

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

DHCS Legal Entity Number 00343		Appendix Number B-2	
Provider Name Richmond Area Multi-Services, Inc.		Page Number P 6	
Provider Number 3894		Fiscal Year 2023-2024	
Contract ID Number 1000024553		Funding Notification Date 08/01/23	
Program Name	Clerical & Mailroom Services		
Program Code	N/A	N/A	
Mode/SFC (MH) or Modality (SUD)	10/30-39	10/30-39	
Service Description	DS-Vocational	DS-Vocational	
Funding Term (mm/dd/yy-mm/dd/yy):	07/01/23-06/30/24	07/01/23-06/30/24	
<b>FUNDING USES</b>			<b>TOTAL</b>
Salaries & Employee Benefits	\$ 934,600	\$ 251,894	\$ 1,186,494
Operating Expenses	\$ 55,962	\$ 15,085	\$ 71,047
Capital Expenses			\$ -
<b>Subtotal Direct Expenses</b>	<b>\$ 990,562</b>	<b>\$ 266,979</b>	<b>\$ 1,257,541</b>
Indirect Expenses	\$ 138,629	\$ 37,426	\$ 176,055
<b>Indirect %</b>	<b>14.0%</b>	<b>14.0%</b>	<b>0.0%</b>
<b>TOTAL FUNDING USES</b>	<b>\$ 1,129,191</b>	<b>\$ 304,405</b>	<b>\$ 1,433,596</b>
<b>BHS MENTAL HEALTH FUNDING SOURCES</b>	<b>Dept-Auth-Proj-Activity</b>		
MH Adult County General Fund	251984-10000-10001792-0001	\$ 763,952	\$ 763,952
MH CYF County General Fund	251962-10000-10001670-0001	\$ 10,322	\$ 10,322
MH Adult State 1991 MH Realignment	251984-10000-10001792-0001	\$ 344,570	\$ 344,570
MH CYF State 1991 Realignment	251962-10000-10001670-0001	\$ 10,347	\$ 10,347
MH MSA (Adult)	251984-17156-10031199-0087	\$ 304,405	\$ 304,405
This row left blank for funding sources not in drop-down list			\$ -
<b>TOTAL BHS MENTAL HEALTH FUNDING SOURCES</b>		<b>\$ 1,129,191</b>	<b>\$ 304,405</b>
<b>BHS SUD FUNDING SOURCES</b>	<b>Dept-Auth-Proj-Activity</b>		
This row left blank for funding sources not in drop-down list			\$ -
<b>TOTAL BHS SUD FUNDING SOURCES</b>		<b>\$ -</b>	<b>\$ -</b>
<b>OTHER DPH FUNDING SOURCES</b>	<b>Dept-Auth-Proj-Activity</b>		
This row left blank for funding sources not in drop-down list			\$ -
<b>TOTAL OTHER DPH FUNDING SOURCES</b>		<b>\$ -</b>	<b>\$ -</b>
<b>TOTAL DPH FUNDING SOURCES</b>		<b>\$ 1,129,191</b>	<b>\$ 304,405</b>
<b>NON-DPH FUNDING SOURCES</b>			
This row left blank for funding sources not in drop-down list			\$ -
<b>TOTAL NON-DPH FUNDING SOURCES</b>		<b>\$ -</b>	<b>\$ -</b>
<b>TOTAL FUNDING SOURCES (DPH AND NON-DPH)</b>		<b>1,129,191</b>	<b>304,405</b>
<b>BHS UNITS OF SERVICE AND UNIT COST</b>			
Number of Beds Purchased			
SUD Only - Number of Outpatient Group Counseling Sessions			
SUD Only - Licensed Capacity for Narcotic Treatment Programs			
Payment Method	Cost Reimbursement (CR)	Cost Reimbursement (CR)	
DPH Units of Service/Hours to Bill (LOF)	18,214	4,910	
Unit Type	Staff Hours	Staff Hours	0
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only)	\$ 62.00	\$ 62.00	\$ -
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)	\$ 62.00	\$ 62.00	\$ -
Published Rate (Medi-Cal Providers Only)			<b>Total UDC</b>
Unduplicated Clients (UDC)	24	6	30

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

Contract ID Number 1000024553  
 Program Name Clerical & Mailroom Services  
 Program Code N/A

Appendix Number B-2  
 Page Number P 7  
 Fiscal Year 2023-2024  
 Funding Notification Date 08/01/23

	TOTAL		General Fund (251984-10000-10001792-0001; 251962-10000-10001670-0001)		MH MSA (Adult) (251984-17156-10031199-0087)		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		(mm/dd/yy-mm/dd/yy):		(mm/dd/yy-mm/dd/yy):	
Position Title	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries
Divisional Director	0.180	\$ 27,941	0.142	\$ 22,009	0.038	\$ 5,932				
Associate Director	0.180	\$ 20,804	0.142	\$ 16,387	0.038	\$ 4,417				
Training Manager	0.700	\$ 64,890	0.551	\$ 51,114	0.149	\$ 13,776				
VR Case Manager	0.800	\$ 61,388	0.630	\$ 48,355	0.170	\$ 13,033				
Interns	5.500	\$ 217,343	4.332	\$ 171,201	1.168	\$ 46,142				
Messenger/Driver	1.850	\$ 87,875	1.457	\$ 69,219	0.393	\$ 18,656				
Project Team Leader	1.000	\$ 62,109	0.788	\$ 48,923	0.212	\$ 13,186				
Administrative Assistant/Receptionist	5.140	\$ 266,509	4.049	\$ 209,929	1.091	\$ 56,580				
VRS Program Manager	1.000	\$ 90,000	0.788	\$ 70,893	0.212	\$ 19,107				
<b>Totals:</b>	16.35	\$ 898,859	12.88	\$ 708,030	3.47	\$ 190,829	0.00	\$ -	0.00	\$ -
<b>Employee Benefits:</b>	32.00%	\$ 287,635	32.00%	\$ 226,570	32.00%	\$ 61,065	0.00%		0.00%	
<b>TOTAL SALARIES &amp; BENEFITS</b>	<b>\$ 1,186,494</b>		<b>\$ 934,600</b>		<b>\$ 251,894</b>		<b>\$ -</b>		<b>\$ -</b>	

Appendix B - DPH 3: Salaries & Employee Benefits Detail

Contract ID Number 1000024553  
 Program Name Clerical & Mailroom Services  
 Program Code N/A

**Outpatient Services Only**

Appendix Number B-2  
 Page Number P 8  
 Fiscal Year 2023-2024  
 Funding Notification Date 08/01/23

Funding Term	Total Budgeted FTE	Total Budgeted Salaries	Practitioner Type	Portion of FTE Providing Services to Clients	Portion of FTE Providing Program Support	FY23/24 Level of Effort (LOE) Target	Dept-Auth-Proj-Activity		Dept-Auth-Proj-Activity		Dept-Auth-Proj-Activity		Dept-Auth-Proj-Activity		Dept-Auth-Proj-Activity	
							FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries
(mm/dd/yy-mm/dd/yy):			Use the dropdown to select the appropriate Practitioner Type for all positions. Direct Patient Care Percentages are fixed by Practitioner Type using DHCS recommendations.	Include all billable and non-billable time for staff providing services to the client.	Include only time involved in program support activities. Examples include Program Director & QA.	LOE Formula: Column E (Estimated Direct Patient Care %) X Column F (Portion of FTE Providing Services to Clients) X 46 weeks X 40 hours	(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):	
Position Title	FTE	Salaries					FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries
	0.00	\$ -														
	0.00	\$ -														
	0.00	\$ -														
	0.00	\$ -														
	0.00	\$ -														
	0.00	\$ -														
	0.00	\$ -														
	0.00	\$ -														
	0.00	\$ -														
	0.00	\$ -														
	0.00	\$ -														
	0.00	\$ -														
	0.00	\$ -														
	0.00	\$ -														
	0.00	\$ -														
	0.00	\$ -														
	0.00	\$ -														
	0.00	\$ -														
	0.00	\$ -														
<b>Totals:</b>	<b>0.00</b>	<b>\$ -</b>		<b>0.00</b>	<b>0.00</b>		<b>0.00</b>	<b>\$ -</b>	<b>0.00</b>	<b>\$ -</b>	<b>0.00</b>	<b>\$ -</b>	<b>0.00</b>	<b>\$ -</b>	<b>0.00</b>	<b>\$ -</b>
<b>Employee Benefits:</b>	0.00%	\$ -					0.00%		0.00%		0.00%		0.00%		0.00%	
<b>TOTAL SALARIES &amp; BENEFITS</b>		<b>\$ -</b>					<b>\$ -</b>		<b>\$ -</b>		<b>\$ -</b>		<b>\$ -</b>		<b>\$ -</b>	

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

Contract ID Number 1000024553  
 Program Name Clerical & Mailroom Services  
 Program Code N/A

Appendix Number B-2  
 Page Number P 9  
 Fiscal Year 2023-2024  
 Funding Notification Date 08/01/23

Expense Categories & Line Items	TOTAL	General Fund (251984-10000-10001792-0001; 251962-10000-10001670-0001)	MH MSA (Adult) (251984-17156-10031199-0087)	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	(mm/dd/yy-mm/dd/yy)	(mm/dd/yy-mm/dd/yy)
Rent	\$ 12,000	\$ 9,452	\$ 2,548		
Utilities (telephone, electricity, water, gas)	\$ 15,020	\$ 11,831	\$ 3,189		
Building Repair/Maintenance	\$ 3,000	\$ 2,363	\$ 637		
<b>Occupancy Total:</b>	<b>\$ 30,020</b>	<b>\$ 23,646</b>	<b>\$ 6,374</b>	<b>\$ -</b>	<b>\$ -</b>
Office Supplies	\$ 2,100	\$ 1,654	\$ 446		
Mailing Expenses	\$ 120	\$ 95	\$ 25		
Photocopying	\$ -	\$ -	\$ -		
Program Supplies	\$ 600	\$ 473	\$ 127		
Computer Hardware/Software	\$ 1,000	\$ 788	\$ 212		
<b>Materials &amp; Supplies Total:</b>	<b>\$ 3,820</b>	<b>\$ 3,010</b>	<b>\$ 810</b>	<b>\$ -</b>	<b>\$ -</b>
Training/Staff Development	\$ 2,000	\$ 1,575	\$ 425		
Insurance	\$ 13,536	\$ 10,662	\$ 2,874		
Software Subscription	\$ 1,200	\$ 945	\$ 255		
License Fee	\$ 750	\$ 591	\$ 159		
Vehicle Lease & Maintenance	\$ 4,200	\$ 3,308	\$ 892		
Equipment Lease & Maintenance	\$ 3,000	\$ 2,363	\$ 637		
<b>General Operating Total:</b>	<b>\$ 24,686</b>	<b>\$ 19,444</b>	<b>\$ 5,242</b>	<b>\$ -</b>	<b>\$ -</b>
Local Travel	\$ 5,490	\$ 4,324	\$ 1,166		
Out-of-Town Travel	\$ -	\$ -	\$ -		
Field Expenses	\$ -	\$ -	\$ -		
<b>Staff Travel Total:</b>	<b>\$ 5,490</b>	<b>\$ 4,324</b>	<b>\$ 1,166</b>	<b>\$ -</b>	<b>\$ -</b>
Consultant/Subcontractor (Provide Consultant/Subcontracting Agency Name, Service Detail w/Dates, Hourly Rate and Amounts)					
	\$ -	\$ -	\$ -		
<b>Consultant/Subcontractor Total:</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
Other (provide detail):					
Recruitment	\$ 1,200	\$ 945	\$ 255		
Client Related Expenses	\$ 5,831	\$ 4,593	\$ 1,238		
<b>Other Total:</b>	<b>\$ 7,031</b>	<b>\$ 5,538</b>	<b>\$ 1,493</b>	<b>\$ -</b>	<b>\$ -</b>
<b>TOTAL OPERATING EXPENSE</b>	<b>\$ 71,047</b>	<b>\$ 55,962</b>	<b>\$ 15,085</b>	<b>\$ -</b>	<b>\$ -</b>

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

DHCS Legal Entity Number 00343		Appendix Number B-3		
Provider Name Richmond Area Multi-Services, Inc.		Page Number P 10		
Provider Number 3894		Fiscal Year 2023-2024		
Contract ID Number 1000024553		Funding Notification Date 08/01/23		
Program Name	Information Technology			
Program Code	N/A	N/A	N/A	
Mode/SFC (MH) or Modality (SUD)	10/30-39	10/30-39	10/30-39	
Service Description	DS-Vocational Helpdesk	DS-Vocational Desktop	DS-Vocational Consumer Portal	
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	
<b>FUNDING USES</b>				<b>TOTAL</b>
Salaries & Employee Benefits	\$ 781,630	\$ 244,114	\$ 268,484	\$ 1,294,228
Operating Expenses	\$ 31,191	\$ 9,743	\$ 10,712	\$ 51,646
Capital Expenses				\$ -
<b>Subtotal Direct Expenses</b>	<b>\$ 812,821</b>	<b>\$ 253,857</b>	<b>\$ 279,196</b>	<b>\$ 1,345,874</b>
Indirect Expenses	\$ 113,766	\$ 35,531	\$ 39,077	\$ 188,374
Indirect %	14.0%	14.0%	14.0%	14.0%
<b>TOTAL FUNDING USES</b>	<b>\$ 926,587</b>	<b>\$ 289,388</b>	<b>\$ 318,273</b>	<b>\$ 1,534,248</b>
<b>BHS MENTAL HEALTH FUNDING SOURCES</b>	<b>Dept-Auth-Proj-Activity</b>	0.615600	0.176600	0.207800
MH MSA (IT)	251984-17156-10031199-0093	\$ 926,587	\$ 289,388	\$ 318,273
				\$ 1,534,248
This row left blank for funding sources not in drop-down list				
<b>TOTAL BHS MENTAL HEALTH FUNDING SOURCES</b>	<b>\$ 926,587</b>	<b>\$ 289,388</b>	<b>\$ 318,273</b>	<b>\$ 1,534,248</b>
<b>BHS SUD FUNDING SOURCES</b>	<b>Dept-Auth-Proj-Activity</b>			
				\$ -
				\$ -
				\$ -
This row left blank for funding sources not in drop-down list				
<b>TOTAL BHS SUD FUNDING SOURCES</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>OTHER DPH FUNDING SOURCES</b>	<b>Dept-Auth-Proj-Activity</b>			
				\$ -
				\$ -
This row left blank for funding sources not in drop-down list				
<b>TOTAL OTHER DPH FUNDING SOURCES</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>TOTAL DPH FUNDING SOURCES</b>	<b>\$ 926,587</b>	<b>\$ 289,388</b>	<b>\$ 318,273</b>	<b>\$ 1,534,248</b>
<b>NON-DPH FUNDING SOURCES</b>				
				\$ -
This row left blank for funding sources not in drop-down list				
<b>TOTAL NON-DPH FUNDING SOURCES</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>TOTAL FUNDING SOURCES (DPH AND NON-DPH)</b>	<b>926,587</b>	<b>289,388</b>	<b>318,273</b>	<b>1,534,248</b>
<b>BHS UNITS OF SERVICE AND UNIT COST</b>				
Number of Beds Purchased				
SUD Only - Number of Outpatient Group Counseling Sessions				
SUD Only - Licensed Capacity for Narcotic Treatment Programs				
Payment Method	Cost Reimbursement (CR)	Cost Reimbursement (CR)	Cost Reimbursement (CR)	
DPH Units of Service/Hours to Bill (LOF)	17,610	5,500	6,049	
Unit Type	Staff Hours	Staff Hours	Staff Hours	
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES ONLY)	\$ 52.62	\$ 52.62	\$ 52.62	
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)	\$ 52.62	\$ 52.62	\$ 52.62	
Published Rate (Medi-Cal Providers Only)				<b>Total UDC</b>
Unduplicated Clients (UDC)	20	6	7	33

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

Contract ID Number 1000024553  
 Program Name Information Technology  
 Program Code N/A

Appendix Number B-3  
 Page Number P 11  
 Fiscal Year 2023-2024  
 Funding Notification Date 08/01/23

Position Title	TOTAL		Helpdesk MH MHSA (IT) (251984-17156-10031199-0093)		Desktop MH MHSA (IT) (251984-17156-10031199-0093)		Consumer Portal MH MHSA (IT) (251984-17156-10031199-0093)		Dept-Auth-Proj-Activity	
	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries
<b>Funding Term</b>	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)	
Divisional Director	0.050	\$ 7,761	0.031	\$ 4,778	0.009	\$ 1,371	0.01	\$ 1,612		
Associate Director	0.050	\$ 5,779	0.031	\$ 3,557	0.009	\$ 1,021	0.01	\$ 1,201		
Program Manager	1.000	\$ 100,500	0.616	\$ 61,868	0.177	\$ 17,748	0.21	\$ 20,884		
IT Trainer	3.000	\$ 218,618	2.000	\$ 145,745	1.000	\$ 72,873				
Application/Desktop Support/Admin Assistant	5.000	\$ 290,975	5.000	\$ 290,975						
Consumer Portal IT Supervisor	1.000	\$ 77,250					1.00	\$ 77,250		
Consumer Portal IT Technician	1.750	\$ 105,627					1.75	\$ 105,627		
VR Counselor	1.000	\$ 70,720	0.777	\$ 54,949	0.223	\$ 15,771				
Interns	3.000	\$ 118,560	1.000	\$ 39,520	2.000	\$ 79,040				
<b>Totals:</b>	15.85	\$ 995,790	9.46	\$ 601,393	3.42	\$ 187,823	2.98	\$ 206,574	0.00	\$ -
<b>Employee Benefits:</b>	30%	\$ 298,438	30%	\$ 180,237	30%	\$ 56,291	30%	\$ 61,910	0.00%	
<b>TOTAL SALARIES &amp; BENEFITS</b>		<b>\$ 1,294,228</b>		<b>\$ 781,630</b>		<b>\$ 244,114</b>		<b>\$ 268,484</b>		<b>\$ -</b>

Appendix B - DPH 3: Salaries & Employee Benefits Detail

Contract ID Number 1000024553  
 Program Name Information Technology  
 Program Code N/A

**Outpatient Services Only**

Appendix Number B-3  
 Page Number P 12  
 Fiscal Year 2023-2024  
 Funding Notification Date 08/01/23

	Total Budgeted FTE	Total Budgeted Salaries	Practitioner Type	Portion of FTE Providing Services to Clients	Portion of FTE Providing Program Support	FY23/24 Level of Effort (LOE) Target	Dept-Auth-Proj-Activity		Dept-Auth-Proj-Activity		Dept-Auth-Proj-Activity		Dept-Auth-Proj-Activity		Dept-Auth-Proj-Activity	
			Use the dropdown to select the appropriate Practitioner Type for all positions. Direct Patient Care Percentages are fixed by Practitioner Type using DHCS recommendations.	Include all billable and non-billable time for staff providing services to the client.	Include only time involved in program support activities. Examples include Program Director & QA.	LOE Formula: Column E (Estimated Direct Patient Care %) X Column F (Portion of FTE Providing Services to Clients) X 46 weeks X 40 hours										
Funding Term	(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):		(mm/dd/yy-mm/dd/yy):	
Position Title	FTE	Salaries					FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries
	0.00	\$ -														
	0.00	\$ -														
	0.00	\$ -														
	0.00	\$ -														
	0.00	\$ -														
	0.00	\$ -														
	0.00	\$ -														
	0.00	\$ -														
	0.00	\$ -														
	0.00	\$ -														
	0.00	\$ -														
	0.00	\$ -														
	0.00	\$ -														
	0.00	\$ -														
	0.00	\$ -														
	0.00	\$ -														
	0.00	\$ -														
	0.00	\$ -														
	0.00	\$ -														
	0.00	\$ -														
Totals:	0.00	\$ -		0.00	0.00		0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -
Employee Benefits:	0.00%	\$ -					0.00%		0.00%		0.00%		0.00%		0.00%	
<b>TOTAL SALARIES &amp; BENEFITS</b>		<b>\$ -</b>					<b>\$ -</b>		<b>\$ -</b>		<b>\$ -</b>		<b>\$ -</b>		<b>\$ -</b>	



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

Contract ID Number 1000024553  
 Program Name Information Technology  
 Program Code N/A

Appendix Number B-3  
 Page Number P 13  
 Fiscal Year 2023-2024  
 Funding Notification Date 08/01/23

Expense Categories & Line Items	TOTAL	Helpdesk MH MHA (IT) (251984-17156- 10031199-0093)	Desktop MH MHA (IT) (251984-17156- 10031199-0093)	Consumer Portal MH MHA (IT) (251984-17156- 10031199-0093)	Dept-Auth-Proj- Activity
<b>Funding Term</b>	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):
Rent	\$ 9,347	\$ 5,645	\$ 1,763	\$ 1,939	
Utilities (telephone, electricity, water, gas)	\$ 9,060	\$ 5,472	\$ 1,709	\$ 1,879	
Building Repair/Maintenance	\$ 1,800	\$ 1,087	\$ 340	\$ 373	
<b>Occupancy Total:</b>	<b>\$ 20,207</b>	<b>\$ 12,204</b>	<b>\$ 3,812</b>	<b>\$ 4,191</b>	<b>\$ -</b>
Office Supplies	\$ 3,120	\$ 1,884	\$ 588	\$ 648	
Mailing Expenses	\$ 120	\$ 72	\$ 23	\$ 25	
Photocopying	\$ -	\$ -	\$ -	\$ -	
Program Supplies	\$ -	\$ -	\$ -	\$ -	
Computer Hardware/Software	\$ 1,500	\$ 906	\$ 283	\$ 311	
<b>Materials &amp; Supplies Total:</b>	<b>\$ 4,740</b>	<b>\$ 2,862</b>	<b>\$ 894</b>	<b>\$ 984</b>	<b>\$ -</b>
Training/Staff Development	\$ 2,500	\$ 1,510	\$ 472	\$ 518	
Insurance	\$ 11,496	\$ 6,943	\$ 2,168	\$ 2,385	
Software Subscription	\$ 2,400	\$ 1,449	\$ 453	\$ 498	
License Fee	\$ -	\$ -	\$ -	\$ -	
Vehicle Lease & Maintenance	\$ -	\$ -	\$ -	\$ -	
Equipment Lease & Maintenance	\$ -	\$ -	\$ -	\$ -	
<b>General Operating Total:</b>	<b>\$ 16,396</b>	<b>\$ 9,902</b>	<b>\$ 3,093</b>	<b>\$ 3,401</b>	<b>\$ -</b>
Local Travel	\$ 1,800	\$ 1,087	\$ 340	\$ 373	
Out-of-Town Travel	\$ -	\$ -	\$ -	\$ -	
Field Expenses	\$ -	\$ -	\$ -	\$ -	
<b>Staff Travel Total:</b>	<b>\$ 1,800</b>	<b>\$ 1,087</b>	<b>\$ 340</b>	<b>\$ 373</b>	<b>\$ -</b>
Consultant/Subcontractor (Provide Consultant/Subcontracting Agency Name, Service Detail w/Dates, Hourly Rate and Amounts)					
	\$ -	\$ -	\$ -	\$ -	
<b>Consultant/Subcontractor Total:</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
Other (provide detail):					
Recruitment	\$ 1,945	\$ 1,175	\$ 367	\$ 403	
Client Related Expenses	\$ 6,558	\$ 3,961	\$ 1,237	\$ 1,360	
<b>Other Total:</b>	<b>\$ 8,503</b>	<b>\$ 5,136</b>	<b>\$ 1,604</b>	<b>\$ 1,763</b>	<b>\$ -</b>
<b>TOTAL OPERATING EXPENSE</b>	<b>\$ 51,646</b>	<b>\$ 31,191</b>	<b>\$ 9,743</b>	<b>\$ 10,712</b>	<b>\$ -</b>

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

DHCS Legal Entity Number 00343		Appendix Number B-4		
Provider Name Richmond Area Multi-Services, Inc.		Page Number P 14		
Provider Number 3894		Fiscal Year 2023-2024		
Contract ID Number 1000024553		Funding Notification Date 08/01/23		
Program Name	TAY Vocational Services			
Program Code	N/A			
Mode/SFC (MH) or Modality (SUD)	10/30-39			
Service Description	DS-Vocational			
<b>Funding Term (mm/dd/yy-mm/dd/yy):</b>	07/01/23-06/30/24			
<b>FUNDING USES</b>				<b>TOTAL</b>
Salaries & Employee Benefits	\$ 130,491			\$ 130,491
Operating Expenses	\$ 75,503			\$ 75,503
Capital Expenses				\$ -
<b>Subtotal Direct Expenses</b>	<b>\$ 205,994</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 205,994</b>
Indirect Expenses	\$ 28,844			\$ 28,844
<b>Indirect %</b>	<b>14.0%</b>	<b>0.0%</b>	<b>0.0%</b>	<b>14.0%</b>
<b>TOTAL FUNDING USES</b>	<b>\$ 234,838</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 234,838</b>
<b>BHS MENTAL HEALTH FUNDING SOURCES</b>	<b>Dept-Auth-Proj-Activity</b>			
MH MHA (TAY)	251984-17156-10031199-0086	\$ 234,838		\$ 234,838
This row left blank for funding sources not in drop-down list				\$ -
<b>TOTAL BHS MENTAL HEALTH FUNDING SOURCES</b>		<b>\$ 234,838</b>	<b>\$ -</b>	<b>\$ -</b>
<b>BHS SUD FUNDING SOURCES</b>	<b>Dept-Auth-Proj-Activity</b>			
This row left blank for funding sources not in drop-down list				\$ -
<b>TOTAL BHS SUD FUNDING SOURCES</b>		<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>OTHER DPH FUNDING SOURCES</b>	<b>Dept-Auth-Proj-Activity</b>			
This row left blank for funding sources not in drop-down list				\$ -
<b>TOTAL OTHER DPH FUNDING SOURCES</b>		<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>TOTAL DPH FUNDING SOURCES</b>		<b>\$ 234,838</b>	<b>\$ -</b>	<b>\$ -</b>
<b>NON-DPH FUNDING SOURCES</b>				
This row left blank for funding sources not in drop-down list				\$ -
<b>TOTAL NON-DPH FUNDING SOURCES</b>		<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>TOTAL FUNDING SOURCES (DPH AND NON-DPH)</b>		<b>234,838</b>	<b>-</b>	<b>234,838</b>
<b>BHS UNITS OF SERVICE AND UNIT COST</b>				
Number of Beds Purchased				
SUD Only - Number of Outpatient Group Counseling Sessions				
SUD Only - Licensed Capacity for Narcotic Treatment Programs				
Payment Method	Cost Reimbursement (CR)	Cost Reimbursement (CR)	Cost Reimbursement (CR)	
DPH Units of Service/Hours to Bill (LOF)	1,984			
Unit Type	Staff Hours	0	0	
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only)	\$ 118.37	\$ -	\$ -	
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)	\$ 118.37	\$ -	\$ -	
Published Rate (Medi-Cal Providers Only)				<b>Total UDC</b>
Unduplicated Clients (UDC)	15			15

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

Contract ID Number 1000024553  
 Program Name TAY Vocational Services  
 Program Code N/A

B-4  
P 15  
2023-2024  
08/01/23

	TOTAL		MH MESA TAY (251984-17156-10031199-0086)		Dept-Auth-Proj-Activity	
<b>Funding Term</b>	07/01/23-06/30/24		07/01/23-06/30/24		(mm/dd/yy-mm/dd/yy):	
<b>Position Title</b>	<b>FTE</b>	<b>Salaries</b>	<b>FTE</b>	<b>Salaries</b>	<b>FTE</b>	<b>Salaries</b>
Divisional Director	0.060	\$ 9,314	0.060	\$ 9,314		
Associate Director	0.030	\$ 3,467	0.030	\$ 3,467		
Program Manager	0.200	\$ 21,640	0.200	\$ 21,640		
Program Coordinator	0.500	\$ 38,789	0.500	\$ 38,789		
Program Assistant	0.500	\$ 26,523	0.500	\$ 26,523		
<b>Totals:</b>	1.290	\$ 99,733	1.290	\$ 99,733	0.00	\$ -
<b>Employee Benefits:</b>	31%	\$ 30,758	31%	\$ 30,758	0%	
<b>TOTAL SALARIES &amp; BENEFITS</b>		<b>\$ 130,491</b>		<b>\$ 130,491</b>		<b>\$ -</b>



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

Contract ID Number 1000024553  
 Program Name TAY Vocational Services  
 Program Code N/A

Appendix Number B-4  
 Page Number P 17  
 Fiscal Year 2023-2024  
 Funding Notification Date 08/01/23

Expense Categories & Line Items	TOTAL	MH MSA TAY (251984-17156- 10031199-0086)	Dept-Auth-Proj- Activity
<b>Funding Term</b>	07/01/23-06/30/24	07/01/23-06/30/24	(mm/dd/yy-mm/dd/yy):
Rent	\$ 6,000	\$ 6,000	
Utilities (telephone, electricity, water, gas)	\$ 6,360	\$ 6,360	
Building Repair/Maintenance	\$ 1,200	\$ 1,200	
<b>Occupancy Total:</b>	<b>\$ 13,560</b>	<b>\$ 13,560</b>	<b>\$ -</b>
Office Supplies	\$ 1,250	\$ 1,250	
Photocopying	\$ -		
Program Supplies	\$ 3,590	\$ 3,590	
	\$ -		
<b>Materials &amp; Supplies Total:</b>	<b>\$ 4,840</b>	<b>\$ 4,840</b>	<b>\$ -</b>
Training/Staff Development	\$ 3,500	\$ 3,500	
Insurance	\$ 1,397	\$ 1,397	
Professional License	\$ -		
Permits	\$ -		
Software Subscription	\$ 1,000	\$ 1,000	
Equipment Lease & Maintenance	\$ 360	\$ 360	
<b>General Operating Total:</b>	<b>\$ 6,257</b>	<b>\$ 6,257</b>	<b>\$ -</b>
Local Travel	\$ -		
Out-of-Town Travel	\$ -		
Field Expenses	\$ -		
<b>Staff Travel Total:</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
Consultant/Subcontractor (Provide	\$ -	\$ -	
	\$ -	\$ -	
<b>Consultant/Subcontractor Total:</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
Other (provide detail):	\$ -	\$ -	
Recruitment (Job Postings, etc.)	\$ 750	\$ 750	
Client Stipends (internship to provide entry-level work exploration and experience. Calculated at the rate of \$19.00 for approximately 26 hrs/mos for 7 clients: \$19.00/hr x 26 hrs/mos x 12 mos x 7 clients = \$41,496)	\$ 41,496	\$ 41,496	
Client Related Expenses	\$ 8,600	\$ 8,600	
<b>Other Total:</b>	<b>\$ 50,846</b>	<b>\$ 50,846</b>	<b>\$ -</b>
	\$ -		
<b>TOTAL OPERATING EXPENSE</b>	<b>\$ 75,503</b>	<b>\$ 75,503</b>	<b>\$ -</b>

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

DHCS Legal Entity Number 00343		Appendix Number B-5	
Provider Name Richmond Area Multi-Services, Inc.		Page Number P 18	
Provider Number 3894		Fiscal Year 2023-2024	
Contract ID Number 1000024553		Funding Notification Date 08/01/23	
Program Name	Employee Development Program		
Program Code	38B62	38B62	
Mode/SFC (MH) or Modality (SUD)	10/30-39	10/30-39	
Service Description	DS-Vocational	DS-Vocational	
Funding Term (mm/dd/yy-mm/dd/yy):	07/01/23-06/30/24	7/01/23 - 6/30/24	
<b>FUNDING USES</b>			<b>TOTAL</b>
Salaries & Employee Benefits	\$ 120,363	\$ 259,865	\$ 380,228
Operating Expenses	\$ 4,587	\$ 9,902	\$ 14,489
Capital Expenses			\$ -
<b>Subtotal Direct Expenses</b>	<b>\$ 124,950</b>	<b>\$ 269,767</b>	<b>\$ - \$ 394,717</b>
Indirect Expenses	\$ 17,494	\$ 37,767	\$ 55,261
Indirect %	14.0%	14.0%	0.0%
<b>TOTAL FUNDING USES</b>	<b>\$ 142,444</b>	<b>\$ 307,534</b>	<b>\$ - \$ 449,978</b>
<b>BHS MENTAL HEALTH FUNDING SOURCES</b>	<b>Dept-Auth-Proj-Activity</b>	0.316558	0.683442
MH Adult State 1991 MH Realignment	251984-10000-10001792-0001	49,778	\$ 49,778
MH Adult County General Fund	251984-10000-10001792-0001	92,666	\$ 92,666
MH MHSA (Adult)	251984-17156-10031199-0087		\$ 307,534
This row left blank for funding sources not in drop-down list			
<b>TOTAL BHS MENTAL HEALTH FUNDING SOURCES</b>		<b>\$ 142,444</b>	<b>\$ 307,534 \$ - \$ 449,978</b>
<b>BHS SUD FUNDING SOURCES</b>	<b>Dept-Auth-Proj-Activity</b>		
			\$ -
			\$ -
			\$ -
This row left blank for funding sources not in drop-down list			
<b>TOTAL BHS SUD FUNDING SOURCES</b>		<b>\$ -</b>	<b>\$ - \$ - \$ -</b>
<b>OTHER DPH FUNDING SOURCES</b>	<b>Dept-Auth-Proj-Activity</b>		
			\$ -
This row left blank for funding sources not in drop-down list			
<b>TOTAL OTHER DPH FUNDING SOURCES</b>		<b>\$ -</b>	<b>\$ - \$ - \$ -</b>
<b>TOTAL DPH FUNDING SOURCES</b>		<b>\$ 142,444</b>	<b>\$ 307,534 \$ - \$ 449,978</b>
<b>NON-DPH FUNDING SOURCES</b>			
This row left blank for funding sources not in drop-down list			
<b>TOTAL NON-DPH FUNDING SOURCES</b>		<b>\$ -</b>	<b>\$ - \$ - \$ -</b>
<b>TOTAL FUNDING SOURCES (DPH AND NON-DPH)</b>		<b>142,444</b>	<b>307,534 - 449,978</b>
<b>BHS UNITS OF SERVICE AND UNIT COST</b>			
Number of Beds Purchased			
SUD Only - Number of Outpatient Group Counseling Sessions			
SUD Only - Licensed Capacity for Narcotic Treatment Programs			
Payment Method	Cost Reimbursement (CR)	Cost Reimbursement (CR)	Cost Reimbursement (CR)
DPH Units of Service/Hours to Bill (LOF)	1,968	4,249	
Unit Type	Staff Hours	Staff Hours	
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only)	\$ 72.38	\$ 72.38	\$ -
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)	\$ 72.38	\$ 72.38	\$ -
Published Rate (Medi-Cal Providers Only)			<b>Total UDC</b>
Unduplicated Clients (UDC)	5	10	15

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

Contract ID Number 1000024553  
 Program Name Employee Development Program  
 Program Code 38B62

B-5  
P 19  
2023-2024  
08/01/23

	TOTAL		General Fund (251984-10000-10001792-0001)		MH MSA (Adult) (251984-17156-10031199-0087)		Dept-Auth-Proj-Activity	
Funding Term	07/01/23-06/30/24		07/01/23-06/30/24		07/01/23-06/30/24		(mm/dd/yy-mm/dd/yy):	
Position Title	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries
Divisional Director	0.125	\$ 19,403	0.040	\$ 6,142	0.085	\$ 13,261		
Associate Director	0.125	\$ 14,447	0.040	\$ 4,573	0.085	\$ 9,874		
Administrative Manager	0.200	\$ 18,540	0.063	\$ 5,869	0.137	\$ 12,671		
Vocational Rehabilitation Counselor	1.000	\$ 70,349	0.317	\$ 22,270	0.683	\$ 48,079		
Program Assistant	0.560	\$ 26,395	0.177	\$ 8,355	0.383	\$ 18,040		
Interns	3.280	\$ 130,445	1.038	\$ 41,293	2.242	\$ 89,152		
<b>Totals:</b>	5.290	\$ 279,579	1.675	\$ 88,502	3.615	\$ 191,077		
<b>Employee Benefits:</b>	36.00%	\$ 100,649	36.00%	\$ 31,861	36.00%	\$ 68,788	0.00%	
<b>TOTAL SALARIES &amp; BENEFITS</b>		<b>\$ 380,228</b>		<b>\$ 120,363</b>		<b>\$ 259,865</b>		<b>\$ -</b>

Appendix B - DPH 3: Salaries & Employee Benefits Detail

Contract ID Number 1000024553  
 Program Name Employee Development Program  
 Program Code 38B62

**Outpatient Services Only**

Appendix Number B-5  
 Page Number P 20  
 Fiscal Year 2023-2024  
 Funding Notification Date 08/01/23

Funding Term	Total Budgeted FTE	Total Budgeted Salaries	Practitioner Type	Portion of FTE Providing Services to Clients	Portion of FTE Providing Program Support	FY23/24 Level of Effort (LOE) Target	Dept-Auth-Proj-Activity		Dept-Auth-Proj-Activity		Dept-Auth-Proj-Activity		Dept-Auth-Proj-Activity		Dept-Auth-Proj-Activity	
							FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries
	0.00	\$ -				-										
	0.00	\$ -				-										
	0.00	\$ -				-										
	0.00	\$ -				-										
	0.00	\$ -				-										
	0.00	\$ -				-										
	0.00	\$ -				-										
	0.00	\$ -				-										
	0.00	\$ -				-										
	0.00	\$ -				-										
	0.00	\$ -				-										
	0.00	\$ -				-										
	0.00	\$ -				-										
	0.00	\$ -				-										
	0.00	\$ -				-										
	0.00	\$ -				-										
<b>Totals:</b>	<b>0.00</b>	<b>\$ -</b>		<b>0.00</b>	<b>0.00</b>	<b>-</b>	<b>0.00</b>	<b>\$ -</b>	<b>0.00</b>	<b>\$ -</b>	<b>0.00</b>	<b>\$ -</b>	<b>0.00</b>	<b>\$ -</b>	<b>0.00</b>	<b>\$ -</b>
<b>Employee Benefits:</b>	0.00%	\$ -					0.00%		0.00%		0.00%		0.00%		0.00%	
<b>TOTAL SALARIES &amp; BENEFITS</b>		<b>\$ -</b>					<b>\$ -</b>		<b>\$ -</b>		<b>\$ -</b>		<b>\$ -</b>		<b>\$ -</b>	



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

Contract ID Number 1000024553  
 Program Name Employee Development Program  
 Program Code 38B62

Appendix Number B-5  
 Page Number P 21  
 Fiscal Year 2023-2024  
 Funding Notification Date 08/01/23

Expense Categories & Line Items	TOTAL	General Fund (251984-10000-10001792-0001)	MH MSA (Adult) (251984-17156-10031199-0087)
<b>Funding Term</b>	07/01/23-06/30/24	07/01/23-06/30/24	(mm/dd/yy-mm/dd/yy):
Rent	\$ 2,160	\$ 684	\$ 1,476.00
Utilities (telephone, electricity, water, gas)	\$ 1,572	\$ 498	\$ 1,074.00
Building Repair/Maintenance	\$ 360	\$ 114	\$ 246.00
<b>Occupancy Total:</b>	<b>\$ 4,092</b>	<b>\$ 1,296</b>	<b>\$ 2,796.00</b>
Office Supplies	\$ 2,280	\$ 722	\$ 1,558.00
Photocopying	\$ 75	\$ 24	\$ 51.00
IT Supplies	\$ 500	\$ 158	\$ 342.00
Equipment Lease & Maintenance	\$ 840	\$ 266	\$ 574.00
<b>Materials &amp; Supplies Total:</b>	<b>\$ 3,695</b>	<b>\$ 1,170</b>	<b>\$ 2,525.00</b>
Training/Staff Development	\$ 2,000	\$ 633	\$ 1,367.00
Insurance	\$ 2,252	\$ 713	\$ 1,539.00
Professional License	\$ -	\$ -	\$ -
Permits	\$ -	\$ -	\$ -
Software Subscription	\$ 750	\$ 237	\$ 513.00
Equipment Lease & Maintenance	\$ -	\$ -	\$ -
<b>General Operating Total:</b>	<b>\$ 5,002</b>	<b>\$ 1,583</b>	<b>\$ 3,419.00</b>
Local Travel	\$ 250	\$ 79	\$ 171.00
Out-of-Town Travel	\$ -	\$ -	\$ -
Field Expenses	\$ -	\$ -	\$ -
<b>Staff Travel Total:</b>	<b>\$ 250</b>	<b>\$ 79</b>	<b>\$ 171.00</b>
Consultant/Subcontractor (Provide	\$ -	\$ -	\$ -
<b>Consultant/Subcontractor Total:</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
Other (provide detail):			
Recruitment (Job Postings, etc.)	\$ -	\$ -	\$ -
Client Related Expenses	\$ 1,450	\$ 459	\$ 991.00
<b>Other Total:</b>	<b>\$ 1,450</b>	<b>\$ 459</b>	<b>\$ 991.00</b>
	\$ -		
<b>TOTAL OPERATING EXPENSE</b>	<b>\$ 14,489</b>	<b>\$ 4,587</b>	<b>\$ 9,902.00</b>

**Appendix B - DPH 6: Contract-Wide Indirect Detail**

Contractor Name Richmond Area Multi-Services, Inc.

Page Number P 22

Contract ID Number 1000024553

Fiscal Year 2023-2024

Funding Notification Date 08/01/23

**1. SALARIES & EMPLOYEE BENEFITS**

Position Title	FTE	Amount
Chief Executive Officer	0.148	\$ 36,396
Chief Financial Officer	0.148	\$ 33,225
Deputy Chief	0.148	\$ 27,542
COO / Dir. Of Ops	0.119	\$ 21,182
Director of Community & Workforce Empowerment	0.148	\$ 25,567
Director of Community & Government Affairs	0.148	\$ 23,717
Director of Human Resources	0.148	\$ 24,581
Director of Training	0.260	\$ 37,608
Accounting Staff	0.595	\$ 56,400
HR Staff	0.743	\$ 66,570
Communication Manager	0.074	\$ 10,328
Grants Manager	0.111	\$ 10,047
QI Manager	0.238	\$ 28,309
IT Manager/Support	0.357	\$ 35,892
Executive/Admin Assistant	0.148	\$ 14,500
Janitor/Lead Facilities Tech	0.074	\$ 6,304

Subtotal: 3.61 \$ 458,168

Employee Benefits: 25.0% \$ 114,542

**Total Salaries and Employee Benefits: \$ 572,710**

**2. OPERATING COSTS**

Expenses (Use expense account name in the ledger.)	Amount
Mortgage Interest	\$ 5,030
Depreciation	\$ 6,362
Rental	\$ 802
Utilities	\$ 2,952
Building Repair/Maintenance	\$ 2,719
Office Supplies	\$ 16,356
Training/Staff Development	\$ 1,560
Insurance	\$ 19,413
Equipment Rental	\$ 1,871
Local Travel	\$ 802
Audit Fees	\$ 8,913
Payroll Fees	\$ 27,290
Recruitment	\$ 9,953
Meetings and Conferences	\$ 8,617
Professional Fees	\$ 19,553
Bank Fees	\$ 1,783
<b>Total Operating Costs</b>	<b>\$ 133,976</b>

**Total Indirect Costs \$ 706,686**

Total Indirect from DPH 1: \$ 706,686

\$ -

**SAN FRANCISCO DEPARTMENT OF PUBLIC HEALTH  
THIRD PARTY COMPUTER SYSTEM ACCESS AGREEMENT  
(SAA)**

**TABLE OF CONTENTS**

SECTION 1 - “THIRD PARTY” CATEGORIES..... 1  
SECTION 2 - DEFINITIONS..... 1  
SECTION 3 – GENERAL REQUIREMENTS ..... 1  
SECTION 4 – ADDITIONAL REQUIREMENTS FOR TREATMENT PROVIDERS ..... 3  
SECTION 5 – ADDITIONAL REQUIREMENTS FOR EDUCATION/TEACHING INSTITUTIONS ..... 4  
SECTION 6 – ADDITIONAL REQUIREMENTS FOR HEALTH INSURERS ..... 4  
SECTION 7 - DEPARTMENT’S RIGHTS..... 4  
SECTION 8 - DATA BREACH; LOSS OF CITY DATA ..... 5  
Attachment 1 to SAA..... 6

## TERMS AND CONDITIONS

The following terms and conditions govern Third Party access to San Francisco Department of Public Health (“Department” and/or “City”) Computer Systems. Third Party access to Department Computer Systems and Department Confidential Information is predicated on compliance with the terms and conditions set forth herein.

### SECTION 1 - “THIRD PARTY” CATEGORIES

1. **Third Party In General:** means an entity seeking to access a Department Computer System. Third Party includes, but is not limited to, Contractors (including but not limited to Contractor’s employees, agents, subcontractors), Researchers, and Grantees, as further defined below. Category-specific terms for Treatment Providers, Education Institutions, and Health Insurers are set forth Sections 4 through 6, herein.
2. **Treatment Provider:** means an entity seeking access to Department Computer Systems in order to obtain patient information necessary to provide patient treatment, billing, and healthcare operations, including access for Physician Practices, Hospitals, Long Term Care Facilities, and Nursing Homes.
3. **Education Institution:** means an entity seeking access to Department Computer Systems to support the training of its students while performing education activities at Department facilities.
4. **Health Insurer:** means an entity seeking access to provide health insurance or managed care services for Department patients.

### SECTION 2 - DEFINITIONS

1. **“Agreement”** means an Agreement between the Third Party and Department that necessitates Third Party’s access to Department Computer System. Agreement includes, but is not limited to, clinical trial agreements, accreditation agreements, affiliation agreements, professional services agreements, no-cost memoranda of understanding, and insurance network agreements.
2. **“Department Computer System”** means an information technology system used to gather and store information, including Department Confidential Information, for the delivery of services to the Department.
3. **“Department Confidential Information”** means information contained in a Department Computer System, including identifiable protected health information (“PHI”) or personally identifiable information (“PII”) of Department patients.
4. **“Third Party”** and/or **“Contractor”** means a Third Party Treatment Provider, Education Institution, and/or Health Insurer, under contract with the City.
5. **“User”** means an individual who is being provided access to a Department Computer Systems on behalf of Third Party. Third Party Users include, but are not limited to, Third Party’s employees, students/trainees, agents, and subcontractors.

### SECTION 3 – GENERAL REQUIREMENTS

1. **Third Party Staff Responsibility.** Third Party is responsible for its work force and each Third Party User’s compliance with these Third Party System Access Terms and Conditions.
2. **Limitations on Access.** User’s access shall be based on the specific roles assigned by Department to ensure that access to Department Computer Systems and Department Confidential Information is limited to the minimum necessary to perform under the Agreement.

3. **Qualified Personnel.** Third Party and Department (i.e., training and onboarding) shall ensure that Third Party Users are qualified to access a Department Computer System.

4. **Remote Access/Multifactor Authentication.** Department may permit Third Party Users to access a Department Computer System remotely. Third Party User shall use Department's multifactor authentication solution when accessing Department systems remotely or whenever prompted.

5. **Issuance of Unique Accounts.** Department will issue a unique user account for each User of a Department Computer System. Third Party User is permitted neither to share such credentials nor use another user's account.

6. **Appropriate Use.** Third Party is responsible for the appropriate use and safeguarding of credentials for Department Computer System access issued to Third Party Users. Third Party shall take the appropriate steps to ensure that their employees, agents, and subcontractors will not intentionally seek out, download, transfer, read, use, or disclose Department Confidential Information other than for the use category described in Section 1 – "Third Party" Categories.

7. **Notification of Change in Account Requirements.** Third Party shall promptly notify Department via Third Party's Report for DPH Service Desk ([dph.helpdesk@sfdph.org](mailto:dph.helpdesk@sfdph.org)) in the event that Third Party or a Third Party User no longer has a need to use Department Computer Systems(s), or if the Third Party User access requirements change. Such notification shall be made no later than one (1) business day after determination that use is no longer needed or that access requirements have changed.

8. **Assistance to Administer Accounts.** The Parties shall provide all reasonable assistance and information necessary for the other Party to administer the Third Party User accounts.

9. **Security Controls.** Third Party shall appropriately secure Third Party's computing infrastructure, including but not limited to computer equipment, mobile devices, software applications, and networks, using industry standard tools to reduce the threat that an unauthorized individual could use Third Party's computing infrastructure to gain unauthorized access to a Department Computer System. Third Party shall also take commercially reasonable measures to protect its computing infrastructure against intrusions, viruses, worms, ransomware, or other disabling codes. General security controls include, but are not limited to:

a **Password Policy.** Third Party must maintain a password policy based on information security best practices for password length, complexity, and reuse. Third Party credentials used to access Third Party networks and systems must be configured for a password change no greater than every 90 calendar days.

b **Workstation/Laptop Encryption.** All Third Party-owned or managed workstations, laptops, tablets, smart phones, and similar devices that access a Department Computer System must be configured with full disk encryption using a FIPS 140-2 certified algorithm.

c **Endpoint Protection Tools.** All Third Party-owned or managed workstations, laptops, tablets, smart phones, and similar devices that access a Department Computer System must maintain a current installation of comprehensive anti-virus, anti-malware, anti-ransomware, desktop firewall, and intrusion prevention software with automatic updates scheduled at least daily.

d **Patch Management.** To correct known security vulnerabilities, Third Party shall install security patches and updates in a timely manner on all Third Party-owned workstations, laptops, tablets, smart phones, and similar devices that access Department Computer Systems based on Third Party's risk assessment of such patches and updates, the technical requirements of Third Party's computer systems, and the vendor's written recommendations. If patches and

updates cannot be applied in a timely manner due to hardware or software constraints, mitigating controls must be implemented based upon the results of a risk assessment.

e **Mobile Device Management.** Third Party shall ensure both corporate-owned and personally owned mobile devices have Mobile Device Management (MDM) installed. Given the prevalence of restricted data in Third Party's environment, all mobile devices used for Third Party's business must be encrypted. This applies to both corporate-owned and privately-owned mobile devices. At a minimum, the MDM should: Enforce an entity's security policies and perform real-time compliance checking and reporting; Enforce strong passwords/passcodes for access to mobile devices; Perform on-demand remote wipe if a mobile device is lost or stolen; Mandate device encryption.

10. **Auditing Accounts Issued.** Department reserves the right to audit the issuance and use of Third Party User accounts. To the extent that Department provides Third Party with access to tools or reports to audit what Department Confidential Information a Third Party User has accessed on a Department Computer System, Third Party must perform audits on a regular basis to determine if a Third Party User has inappropriately accessed Department Confidential Information.

11. **Assistance with Investigations.** Third Party must provide all assistance and information reasonably necessary for Department to investigate any suspected inappropriate use of a Department Computer Systems or access to Department Confidential Information. The Department may terminate a Third Party' User's access to a Department Computer System following a determination of inappropriate use of a Department Computer System.

12. **Inappropriate Access, Failure to Comply.** If Third Party suspects that a Third Party User has inappropriately accessed a Department Computer System or Department Confidential Information, Third Party must immediately, and within no more than one (1) business day, notify Department.

13. **Policies and Training.** Third Party must develop and implement appropriate policies and procedures to comply with applicable privacy, security and compliance rules and regulations. Third Party shall provide appropriate training to Third Party Users on such policies. Access will only be provided to Third Party Users once all required training is completed.

14. **Third Party Data User Confidentiality Agreement.** Before Department Computer System access is granted, as part of Department's compliance, privacy, and security training, each Third Party User must complete Department's individual user confidentiality, data security and electronic signature agreement form. The agreement must be renewed annually.

15. **Corrective Action.** Third Party shall take corrective action upon determining that a Third Party User may have violated these Third Party System Access Terms and Conditions.

16. **No Technical or Administrative Support.** Except as provided herein or otherwise agreed, the Department will provide no technical or administrative support to Third Party or Third Party User(s) for Department Computer System access; provided, however, that the foregoing does not apply to technical or administrative support necessary to fulfill Third Party's contractual and/or legal obligations, or as required to comply with the terms of this Agreement.

#### **SECTION 4 – ADDITIONAL REQUIREMENTS FOR TREATMENT PROVIDERS**

1. **Permitted Access, Use and Disclosure.** Treatment Providers and Treatment Provider Users shall access Department Confidential Information of a patient/client in accordance with applicable privacy rules and data protection laws. Requests to obtain data for research purposes require approval from an Institutional Review Board (IRB).

2. **Redisclosure Prohibition.** Treatment Providers may not redisclose Department Confidential Information, except as otherwise permitted by law.

3. **HIPAA Security Rule.** Under the HIPAA Security Rule, Treatment Providers must implement safeguards to ensure appropriate protection of protected/electronic health information (PHI/EHI), including but not limited to the following:

- a) Ensure the confidentiality, integrity, and security of all PHI/EHI they create, receive, maintain or transmit when using Department Computer Systems;
- b) Identify and protect against reasonably anticipated threats to the security or integrity of the information;
- c) Protect against reasonably anticipated, impermissible uses or disclosures; and
- d) Ensure compliance by their workforce.

## **SECTION 5 – ADDITIONAL REQUIREMENTS FOR EDUCATION/TEACHING INSTITUTIONS**

1. **Education Institution is Responsible for its Users.** Education Institutions shall inform Education Institution Users (including students, staff, and faculty) of their duty to comply with the terms and conditions herein. Department shall ensure that all Education Institution Users granted access to a Department Computer System shall first successfully complete Department’s standard staff training for privacy and compliance, information security and awareness, and software-application specific training before being provided User accounts and access to Department Computer Systems.

2. **Tracking of Training and Agreements.** Department shall maintain evidence of all Education Institution Users (including students, staff, and faculty) having successfully completed Department’s standard staff training for privacy and compliance and information security and awareness. Such evidence shall be maintained for a period of five (5) years from the date of graduation or termination of the Third Party User’s access.

## **SECTION 6 – ADDITIONAL REQUIREMENTS FOR HEALTH INSURERS**

1. **Permitted Access, Use and Disclosure.** Health Insurers and Health Insurer Users may access Department Confidential Information only as necessary for payment processing and audits, including but not limited to quality assurance activities, wellness activities, care planning activities, and scheduling.

2. **Member / Patient Authorization.** Before accessing, using, or further disclosing Department Confidential Information, Health Insurers must secure all necessary written authorizations from the patient / member or such individuals who have medical decision-making authority for the patient / member.

## **SECTION 7 - DEPARTMENT’S RIGHTS**

1. **Periodic Reviews.** Department reserves the right to perform regular audits to determine if a Third Party’s access to Department Computer Systems complies with these terms and conditions.

2. **Revocation of Accounts for Lack of Use.** Department may revoke any account if it is not used for a period of ninety (90) days.

3. **Revocation of Access for Cause.** Department and Third Party reserves the right to suspend or terminate a Third Party User’s access to Department Computer Systems at any time for cause, i.e., the Parties determined that a Third-Party User has violated the terms of this Agreement and/or Applicable law.

4. **Third Party Responsibility for Cost.** Each Third Party is responsible for its own costs incurred in connection with this Agreement or accessing Department Computer Systems.



## SECTION 8 - DATA BREACH; LOSS OF CITY DATA.

1. **Data Breach Discovery.** Following Third Party's discovery of a breach of City Data disclosed to Third Party pursuant to this Agreement, Third Party shall notify City in accordance with applicable laws. Third Party shall:

- i. mitigate, to the extent practicable, any risks or damages involved with the breach or security incident and to protect the operating environment; and
- ii. comply with any requirements of federal and state laws as applicable to Third Party pertaining to the breach of City Data.

2. **Investigation of Breach and Security Incidents.** To the extent a breach or security system is identified within Third Party's System that involves City Data provided under this Agreement, Third Party shall investigate such breach or security incident. For the avoidance of doubt, City shall investigate any breach or security incident identified within the City's Data System. To the extent of Third Party discovery of information that relates to the breach or security incident of City Data, Third Party User shall inform the City of:

- i. the City Data believed to have been the subject of breach;
- ii. a description of the unauthorized persons known or reasonably believed to have improperly used, accessed or acquired the City Data;
- iii. to the extent known, a description of where the City Data is believed to have been improperly used or disclosed; and
- iv. to the extent known, a description of the probable and proximate causes of the breach or security incident;

3. **Written Report.** To the extent a breach is identified within Third Party's System, Third Party shall provide a written report of the investigation to the City as soon as practicable; provided, however, that the report shall not include any information protected under the attorney-client privileged, attorney-work product, peer review laws, and/or other applicable privileges. The report shall include, but not be limited to, the information specified above, as well as information on measures to mitigate the breach or security incident.

4. **Notification to Individuals.** If notification to individuals whose information was breached is required under state or federal law, Third Party shall cooperate with and assist City in its notification (including substitute notification) to the individuals affected by the breach

5. **Sample Notification to Individuals.** If notification to individuals is required, Third Party shall cooperate with and assist City in its submission of a sample copy of the notification to the Attorney General.

6. **Media Communications.** The Parties shall together determine any communications related to a Data Breach.

7. **Protected Health Information.** Third Party and its subcontractors, agents, and employees shall comply with all federal and state laws regarding the transmission, storage and protection of all PHI disclosed to Third Party by City. 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 PHI given to Third Party by City, Third Party shall indemnify City for the amount of such fine or penalties or damages, including costs of notification, but only in proportion to and to the extent that such fine, penalty or damages are caused by or result from the impermissible acts or omissions of Third Party. This section does not apply to the extent fines or penalties or damages were caused by the City or its officers, agents, subcontractors or employees.

**Attachment 1 to SAA**  
**System Specific Requirements**

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

**A. Department Care Link Requirements:**

1. Connectivity.
  - a) Third Party must obtain and maintain an Internet connection and equipment in accordance with specifications provided by Epic and/or Department. Technical equipment and software specifications for accessing Department Care Link may change over time. Third Party is responsible for all associated costs. Third Party shall ensure that Third Party Data Users access the System only through equipment owned or leased and maintained by Third Party.
2. Compliance with Epic Terms and Conditions.
  - a) Third Party 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 Department Care Link application, and each Data User will need to agree to them electronically upon first sign-in before accessing Department 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 Department Epic through Epic Hyperspace the following terms shall apply:**

**A. Department Epic Hyperspace:**

1. Connectivity.
  - a) Third Party must obtain and maintain an Internet connection and required equipment in accordance with specifications provided by Epic and Department. Technical equipment and software specifications for accessing Department Epic Hyperspace will change over time. You may request a copy of required browser, system, and connection requirements from the Department IT division. Third Party is responsible for all associated costs. Third Party shall ensure that Third Party Data Users access the System in accordance with the terms of this agreement.
2. Application For Access and Compliance with Epic Terms and Conditions.
  - a) Prior to entering into agreement with Department to access Department Epic Hyperspace, Third Party 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 notifies Department, in writing, of Third Party's permissions to access Department Epic Hyperspace

prior to completing this agreement. Third Party will at all times access and use the system strictly in accordance with the Epic Terms and Conditions.

**III. For Access to Department myAvatar the following terms shall apply:**

**A. Department myAvatar**

**1. Connectivity.**

- a. Third Party must obtain an Internet connection and required equipment in accordance with specifications provided by Department. Technical equipment and software specifications for accessing Department myAvatar will change over time. You may request a copy of required browser, system, and connection requirements from the Department IT division. Third Party is responsible for all associated costs. Third Party shall ensure that Third Party Data Users access the System only through equipment owned or leased and maintained by Third Party.

**2. Information Technology (IT) Support.**

- a. Third Party 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. Applicants must complete the myAvatar Account Request Form found at  
[https://www.sfdph.org/dph/files/CBHSdocs/BHISdocs/UserDoc/Avatar\\_Account\\_Request\\_Form.pdf](https://www.sfdph.org/dph/files/CBHSdocs/BHISdocs/UserDoc/Avatar_Account_Request_Form.pdf)
- c. All licensed, waived, registered and/or certified providers must complete the Department credentialing process in accordance with the DHCS MHSUDS Information Notice #18-019.

## 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 or Protected Information in accordance with the HIPAA Regulations and the HITECH Act including, but not limited to, 42 U.S.C. 17934 (c).

## APPENDIX E



San Francisco Department of Public Health  
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

Attachment 3 – Protected Information Destruction Order Purge Certification 01-10-2024

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

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

### PRIVACY ATTESTATION

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

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

**I. All Contractors.**

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

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

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

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

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

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

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

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

### DATA SECURITY ATTESTATION

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

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

**I. All Contractors.**

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

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

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

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

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

**Attachment 3 to Appendix E**

**Protected Information Destruction Order**

**Purge Certification - Contract ID # \_\_\_\_\_**

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 \_\_\_\_\_ (“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: