

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

Fifth Amendment

THIS **Fifth** AMENDMENT (“Amendment”) is made as of **July 1, 2025**, in San Francisco, California, by and between **Bayview Hunters Point Foundation for Community Improvement** (“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 scope of services described in Appendix A-1 (Adult Behavioral Health) was competitively procured by the Department as required by San Francisco Administrative Code Chapter 21.1 through RFP 08-2017, issued on August 23, 2017, which allowed for contracts to have a duration up to 10 years, and this modification is consistent therewith to extend the term through June 30, 2028; and

WHEREAS, the scope of services described in Appendix A-3 (Children Outpatient) was competitively procured by the Department as required by San Francisco Administrative Code Chapter 21.1 through RFP 01-2017, re-issued on March 24, 2017, which allowed for contracts to have a duration up to 10 years, and this modification is consistent therewith to extend the term through June 30, 2028; and

WHEREAS, approval for this Amendment was obtained on 2/5/2024 from the Department of Human Resources on behalf of the Civil Service Commission under PSC number 40587-17/18 in the amount of \$438,051,200 for the period commencing 01/01/18 and ending 12/31/30; and

WHEREAS, approval for this Amendment was obtained on 8/31/2023 from the Department of Human Resources on behalf of the Civil Service Commission under PSC number 46987-16/17 in the amount of \$349,700,000 for the period commencing 07/01/17 and ending 06/30/28;

WHEREAS, this Amendment is consistent with an approval obtained from the City’s Board of Supervisors under Resolution 248-25 approved on May 23, 2025 in the amount of \$18,079,996 for the period commencing July 1, 2018 and ending December 31,2026; and

WHEREAS, the Department has filed Ethics Form 126f4 (Notification of Contract Approval) because this Agreement, as amended herein, has a value of \$100,000 or more in a fiscal year and will require the approval of an elected officer of the City; 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 July 1, 2018 between Contractor and City, as amended by the:

First Amendment, dated May 1, 2021, and

Second Amendment, dated June 1, 2021, and

Third Amendment, dated June 1, 2023, and

Fourth Amendment, dated July 1, 2024, and

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

Article 2 Modifications 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 Fourth Amendment currently reads as follows:

2.1 **Term.** The term of this Agreement shall commence on July 1, 2018 and expire on June 30, 2025, unless earlier terminated as otherwise provided herein.

2.2 **Option.** The City has 1 option to renew the Agreement for a period of three years. The City may extend this Agreement beyond the expiration date by exercising an option at the City’s sole and absolute discretion and by modifying this Agreement as provided in Section 11.5, “Modification of this Agreement.”

Option 1: 07/01/25-06/30/28

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

2.1 **Term.** The term of this Agreement shall commence on July 1, 2018 and expire on December 31, 2026, unless earlier terminated as otherwise provided herein.

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

Calculation of Charges. Contractor shall provide an invoice to the City on a monthly basis for Services completed in the immediate preceding month, unless a different schedule is set out in Appendix B, "Calculation of Charges." Compensation shall be made for Services identified in the invoice that the Director of Health, in his or her sole discretion, concludes has been satisfactorily performed. Payment shall be made within 30 calendar days of receipt of the invoice, unless the City notifies the Contractor that a dispute as to the invoice exists. In no event shall the amount of this Agreement exceed **Sixteen Million Eight Hundred Thousand Dollars (\$16,800,000)**. The breakdown of charges associated with this Agreement appears in Appendix B, “Calculation of Charges,” attached hereto and

incorporated by reference as though fully set forth herein. In no event shall City be liable for interest or late charges for any late payments.

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

3.3.1 Calculation of Charges and Contract Not to Exceed Amount. The amount of this Agreement shall not exceed **Eighteen Million Seventy Nine Thousand Nine Hundred Ninety Six Dollars (\$18,079,996)**, 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 Appendices A-1 and A-3. Appendices A-1 and A-3 are hereby replaced in its entirety by Appendices A-1 and A-3, attached to this Amendment and fully incorporated within the Agreement. To the extent the Agreement refers to Appendices A-1 and A-3 in any place, the true meaning shall be Appendices A-1 and A-3, which is a correct and updated version.

2.4 Appendices B, B-1 and B-3. Appendices B, B-1 and B-3 are hereby replaced in its entirety by Appendices B, B-1 and B-3, attached to this Amendment and fully incorporated within the Agreement. To the extent the Agreement refers to Appendices B, B-1 and B-3 in any place, the true meaning shall be Appendices B, B-1 and B-3, which is a correct and updated version.

2.5 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.

Article 3 Updates of Standard Terms to the Agreement

The Agreement is hereby modified as follows:

3.1 Section 12.4 Prevention of Fraud, Waste and Abuse. *The following section is hereby added and incorporated in Article 12 of the Agreement:*

12.4 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.

3.2 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:

Hillary Kunins

DocuSigned by:

Hillary Kunins

6/9/2025 | 10:41:56 PDT

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Daniel Tsai

Director of Health

San Francisco Department of Public Health

Approved as to Form:

David Chiu

City Attorney

CONTRACTOR

Bayview Hunters Point Foundation for
Community Improvement

DocuSigned by:

James Bouquin

6/2/2025 | 10:37:46 PDT

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James Bouquin

Executive Director

City Supplier number: 0000024522

DocuSigned by:

By:

Arnulfo Medina

6/6/2025 | 3:26:12 PDT

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Arnulfo Medina

Deputy City Attorney

Approved:

Sailaja Kurella

Director of the Office of Contract
Administration and Purchaser

DocuSigned by:

By:

Lorna Walker

7/22/2025 | 8:24:58 PDT

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Name: Lorna walker

Contractor Name Bayview Hunters Point Foundation

Program Name Adult Behavioral Health

Appendix A- 1

Funding Term: 07/01/24 – 06/30/25

Funding Source

1. Identifiers:

Program Name: Adult Behavioral Health

Program Address, City, State, ZIP: 1625 Carroll Avenue, San Francisco, CA, 94124

Telephone/FAX: 415-822-7500/415-822-9767

Website Address: www.bayviewci.org

Contractor Address, City, State, ZIP (if different from above): Not Applicable

Executive Director: James Bouquin

Telephone: 628-336-1971

Email Address: james.bouquin@bayviewci.org

Program Director: Eric Anthony Lee

Telephone: 408-621-4809

Email Address: eric.lee@bayviewci.org

Program Code(s) (if applicable): 38513

2. Nature of Document:

☐ Original ☒ Contract Amendment ☐ Revision to Program Budgets (RPB)

3. Goal Statement:

Bayview Hunters Point Foundation (BVHP) Adult Outpatient program provides mental health services to community members (adults 18 and over) that will support healthy development and increase stability, self-sufficiency and success in community living; we provide mental health services, including assessment (psychosocial assessments, mental health evaluations, plan development, and discharge planning), individual therapy, group therapy, rehabilitation services, targeted case management, crisis intervention, Medication Support services, and outreach/consultation services.

4. Priority Population:

These programs, while open to all populations regardless of race, ethnicity, gender, or other factors, address the unique cultural needs of the targeted population(s) to the extent such populations are identified herein.

BVHP welcomes and serves all individuals in San Francisco, regardless of race, ethnicity, gender, sexual orientation, or national origin. BVHP has experience and expertise meeting the unique cultural needs of African American and Latino residents in the Southeast neighborhoods of the city who are exposed to trauma, financial stress, homelessness and family conflict in addition to mental health issues and sometimes co-occurring substance use/abuse. BHVP will continue to serve this population but no one who does not identify as African American or Latino will be turned away due to their race or ethnicity.

CID#: 1000011308

1

Contractor Name Bayview Hunters Point Foundation**Program Name** Adult Behavioral Health**Appendix A- 1****Funding Term:** 07/01/24 – 06/30/25**Funding Source**

If a particular program is not the best fit, staff will make an appropriate referral either internally or to a co-service provider in San Francisco.

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

See Appendix B CRDC page

6. Methodology:*A. Outreach, recruitment, promotion, and advertisement*

BVHP conducts community engagement and outreach by connecting with clients directly through activities within Bayview Hunters Point, Potrero Hill and Visitation Valley. Staff is also connected with the Bayshore Navigation Center, SAFE Navigation Center, Jelani Residential Family Residential Step-Down Program, Bayview Hills Gardens, Arlington SRO, Candlestick Point Vehicle Triage Center, community partners, and downtown SIP hotels/street outreach to receive referrals to provide service to clients who are being placed in housing in the Southeast neighborhoods.

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

Clients served at BVHP Behavioral Health must meet the eligibility requirements of CBHS and SFDPH, be San Francisco County residents, and also meet medical necessity requirements to be enrolled. If clients are in-between counties, they can be seen for services for up to 30 days if they meet the eligibility requirements for Medi-Cal or Healthy San Francisco. Services can also be made available to clients if income levels are within the state's uniform fee schedule for community mental health services.

C. Service delivery model

The BVHP Behavioral Health Department provides outpatient services that are primarily either clinic- or community-based, or in a telehealth format; services can also be delivered (when clinically appropriate) in the field or at a client's residence to improve access to care. The clinic will operate Monday through Friday from 8:00 am to 5:00 pm and clinicians/case managers may provide services up to 8:00 pm for patients unable to access the office or adjust to telehealth services to align with each client's current situation and needs. For all clients, close monitoring and oversight will be conducted by the assigned clinician for the purpose of assessing the client's needs at different stages of their change and recovery process. This ongoing evaluation guides decisions regarding the appropriate frequency of services. The BVHP Behavioral Health Department does not have set program time limits and instead relies on the ongoing establishment of medical necessity to determine a client's length of treatment. The clinicians and trainees of BVHP Behavioral Health Department will use evidence-based practices for the treatment of clients, including but not limited to: Motivational Interviewing, Acceptance and Commitment Therapy (ACT), Cognitive Behavioral Therapy (CBT), Insight-Oriented Therapy, Family Systems Therapy, Dialectical Behavior Therapy (DBT), Brief Therapy, Psychoanalytic approaches, and trauma-focused approaches (ex.: Cognitive Processing Therapy (CPT)). These practices align with a commitment to evidence-based culturally competent care, and clinicians and trainees may adapt or expand their repertoire over time based on emerging research and community needs.

Treatment will be administered using the following modalities:

-Assessment

-Individual Therapy

CID#: 1000011308

2

Contractor Name Bayview Hunters Point Foundation**Program Name** Adult Behavioral Health**Appendix A- 1****Funding Term:** 07/01/24 – 06/30/25**Funding Source**

- Group Therapy
- Rehabilitation services
- Targeted case management
- Medication Support services
- Crisis intervention

All services will be provided in the client's preferred language utilizing staff that can provide bi-/multi-lingual services and/or through the use of translation services provided by the Department of Public Health. The BVHP Behavioral Health Department participates in the BHS Advanced Access initiative, the timely measurement of data at the site, and reporting of data to CBHS. Initial risk assessments are completed for clients on a timely basis and treatment planning with clients' input is prioritized and completed within anticipated timeframes. For client referrals that represent a more critical and immediate need, priority is placed on follow-up and assignment to clinicians.

D. Discharge Planning and exit criteria and process

The exit criteria for BVHP Behavioral Health Department are based upon attainment of the goals and desired outcomes outlined by the client while receiving services. Staff will continually track client progress and will use a step-down approach when appropriate to decrease the frequency of treatment to prepare the clients for autonomous functioning in the community. At the point of discharge, staff will have provided linkage to desired resources such as case management, housing support, medical care, and/or vocational training, so that clients have a network of continuous resources.

E. Program staffing

The BVHP Behavioral Health Department is staffed with licensed and license-eligible marriage and family therapists, social workers, professional clinical counselors, psychologists, board certified psychiatrists, and clinical case managers. All staff members are dedicated to serving the community and are responsive to issues of ethnicity, culture, language, and gender. Ongoing training and supervision, along with consultation groups, are provided to ensure that clinicians maintain awareness of best practices and competent care. The BVHP Behavioral Health Department is focused on ongoing staff recruitment to fill program vacancies as quickly as possible. The program is also re-launching its practicum training program to bring more developing professionals into the community mental health field.

7. Objectives and Measurements:

All objectives, and descriptions of how objectives will be measured, are contained in the BHS document entitled Adult and Older Adult Performance objectives FY 24-25.

8. Continuous Quality Improvement:

Guidelines and results of documentation of Continuous Quality Improvement are included in the Program's annually revised Administrative Binder. Contents of the Administrative Binder include guidelines, descriptions, and results of a range of administrative, clinical, and operating procedures. The Administrative Binder attests to compliance regulations, service policies, fees and billing, quality assurance, credentialing, client satisfaction, grievances, emergencies, cultural competence, facility status and fire clearance, and client rights. The BVHP Behavioral Health Department abides by the guidelines

CID#: 1000011308

3

Contractor Name Bayview Hunters Point Foundation**Program Name** Adult Behavioral Health**Appendix A- 1****Funding Term:** 07/01/24 – 06/30/25**Funding Source**

and mandates as described in the Administrative Binder in ensuring compliance in all aspects of direct services to clients, program service models, and program operations.

1. Achievement of contract performance objectives and productivity

The BVHP Behavioral Health Department follows a Quality Assurance and Activities Plan that is designed to enhance, improve, and monitor quality of care and services. Annual Performance Objectives identified by BHS are discussed regularly with staff. All clinical staff members are expected to conduct services based on program productivity standards which include caseload size, units of service, and adherence to delivery of service timelines. Epic reports are meant to provide critical staff and program information related to required charting, documentation timelines, staff activity, caseloads, billing categories and other current data which are useful in evaluating the clinic's progress with meeting contract deliverables and performance objectives. If a particular staff member is found to be underperforming individual meetings are held to understand the nature of the issue and to collaboratively develop a remediation plan.

2. Quality of documentation

The BVHP Behavioral Health Department identifies any areas of improvement needed in clinical services through regular chart reviews and staff evaluations. In line with meeting quality assurance guidelines, all clinical staff participate in regularly scheduled clinical case conferences which provide ongoing opportunities for case presentation, plan development, and feedback. All pre-licensed clinicians and trainees receive weekly individual supervision and group supervision from a licensed clinical supervisor where discussions focus on the elements of client cases such as assessment and treatment planning, case formulation, continuity of care, and discharge planning. All licensed staff participate in weekly consultation groups to focus on similar elements of client cases. All new staff are subject to ongoing documentation review by the clinical supervisor. The duration of this type of oversight is left to the discretion of the supervisor to determine when a staff member is consistently documenting services according to Medi-Cal standards. Once a staff member no longer requires supervision and monitoring (either because they are licensed or waived), their notes, assessments, and other work are still reviewed quarterly for a proportion of their caseload in order to ensure quality and consistency. As of 2021, BVHP Behavioral Health Department resumed the Program Utilization Review Quality Committee (PURQC) delegation which meets for the purpose of reviewing client charts. The PURQC process includes review of documents based on an identified checklist, review of compliance to documentation, and feedback and recommendations to clinicians regarding charts scheduled in this process. The department adheres to relevant PURQC guidelines and assures compliance with its mandates and propriety.

3. Cultural Competency

BVHP recognizes the importance of culture in the design and offering of services, and makes every effort to be a responsive, culturally relevant provider. To ensure that all staff are aware of and trained in a range of issues related to serving the cultural interests and needs of clients, all staff will participate in available training on cultural issues that are provided by DPH and other on-site trainings. Given the diversity of San Francisco communities, if a client should make a request for specific ethnic, linguistic, or gender relative to cultural preferences, the program will make every effort to be accommodating to those requests. Materials available for clients' use are printed and made available in various languages.

4. Client Satisfaction

CID#: 1000011308

4

Contractor Name Bayview Hunters Point Foundation**Program Name** Adult Behavioral Health**Appendix A- 1****Funding Term:** 07/01/24 – 06/30/25**Funding Source**

The BVHP Behavioral Health Department values client opinions and suggestions for program improvements. Clients are provided an opportunity to express their views through annual client satisfaction surveys which are administered through a Community Behavioral Health Service protocol. Client Satisfaction Survey results are reviewed and discussed with staff (and clients as applicable). Suggestions provided by clients through this process are reviewed as well and discussed with all staff. Suggestions for program changes are implemented as appropriate and feasible so that service outcomes and the quality of care provided to all clients can be enhanced and deemed more effective for all clients.

5. Timely completion and use of outcome data

The BVHP Behavioral Health Department follows all compliance guidelines relative to the gathering and evaluation of outcome data, including ANSA scoring. All required resource documents are completed within the timelines designated by CBHS. Copies of on-site training endeavors, and any other required Epic or BHS generated outcome reports are retained in the files of the department. The Program's Administrative Binder is up to date according to fiscal year and is available for review at any time by the DPH business Office Contract Compliance (BOCC) staff and during monitoring visits.

9. Required Language:

Not Applicable

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

Not Applicable

CID#: 1000011308

5

Contractor Name Bayview Hunters Point Foundation

Program Name Children's Outpatient

Appendix A- 3

Funding Term: 07/01/24 – 06/30/25

Funding Source

1. Identifiers:

Program Name: Children Outpatient

Program Address, City, State, ZIP: 1625 Carroll Avenue, San Francisco, CA, 94124

Telephone/FAX: 415-822-7500/415-822-9767

Website Address: www.bayviewci.org

Contractor Address, City, State, ZIP (if different from above): Not Applicable

Executive Director: James Bouquin

Telephone: 628-336-1971

Email Address: james.bouquin@bayviewci.org

Program Director: Eric Anthony Lee

Telephone: 408-621-4809

Email Address: eric.lee@bayviewci.org

Program Code(s) (if applicable):38516 38171

2. Nature of Document:

☐ Original

☒ Contract Amendment

☐ Revision to Program Budgets (RPB)

3. Goal Statement:

Bayview Hunters Point Foundation (BVHP) Children Outpatient program provides mental health services to young community members (up to the age of 21) and their families that will support healthy development and improve functioning in the home, school, and community. We provide mental health services, including assessment (psychosocial assessments, mental health evaluations, plan development, and discharge planning), individual therapy, group therapy, rehabilitation services, targeted case management, crisis intervention, and outreach/consultation services.

4. Priority Population:

BVHP welcomes and serves all individuals in San Francisco, regardless of race, ethnicity, gender, sexual orientation, or national origin. BVHP has experience and expertise meeting the unique cultural needs of African American and Latino youth under the age of 18 within SFUSD's Bayview Superintendent Zone who exposed to trauma, financial stress, homelessness and family conflict in addition to mental health issues and sometimes co-occurring substance use/abuse. The program also has positions funded through the ERMHS service specifically to provide school- based therapy services to students across the SFUSD. BVHP will continue to serve this population but no one who does not identify as African American or Latino will be turned away due to their race or ethnicity.

BVHP welcomes and serves all ethnicities and populations within San Francisco, with focused expertise BVHP makes every effort to serve all San Franciscans in need.

Where a particular program is not the best fit, staff will make an appropriate referral, either internally or to a co-service provider in San Francisco.

CID#: 1000011308

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Contractor Name Bayview Hunters Point Foundation**Program Name** Children's Outpatient**Appendix A- 3****Funding Term:** 07/01/24 – 06/30/25**Funding Source****5. Modality(s)/Intervention(s):**

See Appendix B CRDC page

6. Methodology:*A. Outreach, recruitment, promotion, and advertisement*

BVHP conducts community engagement and outreach by connecting with clients directly through activities within Bayview Hunters Point, Potrero Hill and Visitation Valley. Staff are also partnering more closely with local high schools and youth service organizations to encourage access to care.

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

Clients served at BVHP Behavioral Health must meet the eligibility requirements of CBHS and SFDPH, be San Francisco County residents, and also meet medical necessity requirements to be enrolled. If clients are in-between counties, they can be seen for services for up to 30 days if they meet the eligibility requirements for MediCal or Healthy San Francisco. Services can also be made available to clients if income levels are within the state's uniform fee schedule for community mental health services.

C. Service delivery model

The BVHP Behavioral Health Department provides outpatient services that are primarily either clinic- or community-based, or in a telehealth format; services can also be delivered (when clinically appropriate) in the field or at a client's residence to improve access to care. The clinic will operate Monday through Friday from 8:00 am to 5:00 pm and clinicians/case managers may provide services up to 8:00 pm for patients unable to access the office or adjust to telehealth services to align with each client's current situation and needs. For all clients, close monitoring and oversight will be conducted by the assigned clinician for the purpose of assessing the client's needs at different stages of their change and recovery process. This ongoing evaluation guides decisions regarding the appropriate frequency of services. The BVHP Behavioral Health Department does not have set program time limits and instead relies on the ongoing establishment of medical necessity to determine a client's length of treatment.

The clinicians and trainees of BVHP Behavioral Health Department will use evidence-based practices for the treatment of clients, including but not limited to: Motivational Interviewing, Acceptance and Commitment Therapy (ACT), Cognitive Behavioral Therapy (CBT), Insight-Oriented Therapy, Family Systems Therapy, Dialectical Behavior Therapy (DBT), Brief Therapy, Psychoanalytic approaches, child-centered Play Therapy, Art Therapy, and trauma-focused approaches (ex.: Cognitive Processing Therapy (CPT)). These practices align with a commitment to evidence-based culturally-competent care, and clinicians and trainees may adapt or expand their repertoire over time based on emerging research and community needs.

Treatment will be administered using the following modalities:

- Assessment
- Individual Therapy
- Group Therapy
- Rehabilitation services
- Targeted case management
- Crisis intervention

CID#: 1000011308

2

Contractor Name Bayview Hunters Point Foundation**Program Name** Children's Outpatient**Appendix A- 3****Funding Term:** 07/01/24 – 06/30/25**Funding Source**

All services will be provided in the client's preferred language utilizing staff that can provide bi-/multi-lingual services and/or through the use of translation services provided by the Department of Public Health.

The BVHP Behavioral Health Department participates in the BHS Advanced Access initiative, the timely measurement of data at the site, and reporting of data to CBHS. Initial risk assessments are completed for clients on a timely basis and treatment planning with clients' input is prioritized and completed within anticipated timeframes.

For client referrals that represent a more critical and immediate need, priority is placed on follow up and assignment to clinicians.

D. Discharge Planning and exit criteria and process.

The exit criteria for BVHP Behavioral Health Department are based upon attainment of the goals and desired outcomes outlined by the client while receiving services. Staff will continually track client progress and will use a step-down approach when appropriate to decrease the frequency of treatment to prepare the clients for autonomous functioning in the community. At the point of discharge, staff will have provided linkage to desired resources such as case management, housing support, medical care, and/or vocational training, so that clients have a network of continuous resources.

E. Program staffing

The BVHP Behavioral Health Department is staffed with licensed and license-eligible marriage and family therapists, social workers, professional clinical counselors, psychologists, board certified psychiatrists, and clinical case managers. All staff are dedicated to serving the community and are responsive to issues of ethnicity, culture, language and gender. Ongoing training and supervision, along with consultation groups, are provided to ensure that clinicians maintain awareness of best practices and competent care.

The BVHP Behavioral Health Department is focused on ongoing staff recruitment to fill program vacancies as quickly as possible. The program is also re-launching its practicum training program to bring more developing professionals into the community mental health field.

7. Objectives and Measurements:

All objectives, and descriptions of how objectives will be measured, are contained in the BHS document entitled Children, Youth and Families Performance objectives FY 24-25.

8. Continuous Quality Improvement:

Guidelines and results of documentation of Continuous Quality Improvement are included in the Program's annually revised Administrative Binder. Contents of the Administrative Binder include guidelines, descriptions, and results of a range of administrative, clinical, and operating procedures. The Administrative Binder attests to compliance regulations, service policies, fees and billing, quality assurance, credentialing, client satisfaction, grievances, emergencies, cultural competence, facility status and fire clearance, and client rights. The BVHP Behavioral Health Department abides by the guidelines

Contractor Name Bayview Hunters Point Foundation**Program Name** Children's Outpatient**Appendix A- 3****Funding Term:** 07/01/24 – 06/30/25**Funding Source**

and mandates as described in the Administrative Binder in ensuring compliance in all aspects of direct services to clients, program service models, and program operations.

1. Achievement of contract performance objectives and productivity

The BVHP Behavioral Health Department follows a Quality Assurance and Activities Plan that is designed to enhance, improve, and monitor quality of care and services. Annual Performance Objectives identified by BHS are discussed regularly with staff. All clinical staff members are expected to carry out services based on program productivity standards which include caseload size, units of service, and adherence to delivery of service timelines. Epic reports provide critical staff and program information relative to required charting, documentation timelines, staff activity, caseloads, billing categories and other current data which are useful in evaluating the clinic's progress with meeting contract deliverables and performance objectives. If a particular staff member is found to be underperforming individual meetings are held to understand the nature of the issue and to collaboratively develop a remediation plan.

2. Quality of documentation

The BVHP Behavioral Health Department identifies any areas of improvement needed in clinical services through regular chart reviews and staff evaluations. In line with meeting quality assurance guidelines, all clinical staff participate in regularly scheduled clinical case conferences which provide ongoing opportunities for case presentation, plan development, and feedback. All pre-licensed clinicians and trainees receive weekly individual supervision and group supervision from a licensed clinical supervisor where discussions focus on the elements of client cases such as assessment and treatment planning, case formulation, continuity of care, and discharge planning. All licensed staff participate in weekly consultation groups to focus on similar elements of client cases. All new staff are subject to ongoing documentation review by the clinical supervisor. The duration of this type of oversight is left to the discretion of the supervisor to determine when a staff member is consistently documenting services according to Medi-Cal standards.

Once a staff member no longer requires supervision and monitoring (either because they are licensed or waived), their notes, assessments, and other work are still reviewed quarterly for a proportion of their caseload in order to ensure quality and consistency.

As of 2021, BVHP Behavioral Health Department resumed the Program Utilization Review Quality Committee (PURQC) delegation which meets for the purpose of reviewing client charts. The PURQC process includes review of documents based on an identified checklist, review of compliance to documentation, and feedback and recommendations to clinicians regarding charts scheduled in this process. The department adheres to relevant PURQC guidelines and assures compliance to its mandates and propriety.

3. Cultural Competency

BVHP recognizes the importance of culture in the design and offering of services, and makes every effort to be a responsive, culturally relevant provider. To ensure that all staff are aware of and trained in a range of issues related to serving the cultural interests and needs of clients, all staff will participate in available trainings on cultural issues that are provided by DPH and other on-site trainings. Given the diversity of San Francisco communities, if a client should make a request for specific ethnic, linguistic, or gender relative to cultural preferences, the program will make every effort to be accommodating to those requests. Materials available for clients' use are printed and made available in various languages.

CID#: 1000011308

4

Contractor Name Bayview Hunters Point Foundation**Program Name** Children's Outpatient**Appendix A- 3****Funding Term:** 07/01/24 – 06/30/25**Funding Source**

4. Client Satisfaction

The BVHP Behavioral Health Department values client opinions and suggestions for program improvements. Clients are provided an opportunity to express their views through annual client satisfaction surveys which are administered through a Community Behavioral Health Service protocol. Client Satisfaction Survey results are reviewed and discussed with staff (and clients as applicable). Suggestions provided by clients through this process are reviewed as well and discussed with all staff. Suggestions for program changes are implemented as appropriate and feasible so that service outcomes and the quality of care provided to all clients can be enhanced and deemed more effective for all clients.

5. Timely completion and use of outcome data

The BVHP Behavioral Health Department follows all compliance guidelines relative to the gathering and evaluation of outcome data, including CANS scoring. All required resource documents are completed within the timelines designated by CBHS. Copies of on- site training endeavors, and any other required Epic or BHS generated outcome reports are retained in the files of the department. The Program's Administrative Binder is up to date according to fiscal year and is available for review at any time by the DPH business Office Contract Compliance (BOCC) staff and during monitoring visits.

9. Required Language:

Not Applicable

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

Not Applicable

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 (15th) calendar day of each month, based upon the number of units of service that were delivered in the preceding month. All deliverables associated with the SERVICES defined in Appendix A times the unit rate as shown in the appendices cited in this paragraph shall be reported on the invoice(s) each month. All charges incurred under this Agreement shall be due and payable only after SERVICES have been rendered and in no case in advance of such SERVICES.

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

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

B. Final Closing Invoice

(1) For contracted services reimbursable by 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 – 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:

- B-1: Adult Behavioral Health
- B-2: School-Based Centers (Balboa) – discontinued on 06/30/23
- B-3: Children Outpatient
- B-4: Dimensions LGBT – discontinued on 06/30/23
- B-5: Jelani Family Program – discontinued on 06/30/24

B. CONTRACTOR understands that, of this maximum dollar obligation listed in section 3.3.1 of this Agreement, **\$214,369** is included as a contingency amount and is neither to be used in Program Budgets attached to this Appendix, or available to Contractor without a modification to this Agreement as specified in Section 3.7 Contract Amendments; Budgeting Revisions. Contractor further understands that no payment of any portion of this contingency amount will be made unless and until such modification or budget revision has been fully approved and executed in accordance with applicable City and Department of Public Health laws, regulations and policies/procedures and certification as to the availability of funds by Controller. Contractor agrees to fully comply with these laws, regulations, and policies/procedures.

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

D. The amount for each fiscal year, to be used in Appendix B, Budget and available to CONTRACTOR for that fiscal year shall conform with the Appendix A, Description of Services, and Appendix B, Program Budget and Cost Reporting Data Collection form, as approved by the CITY's Department of Public Health based on the CITY's allocation of funding for SERVICES for that fiscal year.

CONTRACTOR understands that the CITY may need to adjust funding sources and funding allocations and agrees that these needed adjustments will be executed in accordance with Section 3.7 of this Agreement. In event that such funding source or funding allocation is terminated or reduced, this Agreement shall be terminated or proportionately reduced accordingly. In no event will CONTRACTOR be entitled to compensation in excess of these amounts for these periods without there first being a modification of the Agreement or a revision to Appendix B, Budget, as provided for in Section 3.7 section of this Agreement.

(1). Estimated Funding Allocations

Contract Term	Estimated Funding Allocations
July 1, 2018 - June 30, 2019	\$1,214,293
July 1, 2019 - June 30, 2020	\$2,031,313
July 1, 2020 - June 30, 2021	\$2,249,424
21-22 CODB/ MCO DV	\$77,638
July 1, 2021 - June 30, 2022	\$2,575,401
July 1, 2022 - June 30, 2023	\$2,452,122
July 1, 2023 - June 30, 2024	\$3,316,931
July 1, 2024 - June 30, 2025	\$2,668,509
July 1, 2025 - June 30, 2026	\$1,279,996
July 1, 2026 - December 31, 2026	\$0
Subtotal	\$17,865,627
Contingency	\$214,369
Total Not-to-Exceed	\$18,079,996

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 00341							Appendix B, Page 1
Legal Entity Name/Contractor Name Bayview Hunters Point Foundation							Fiscal Year 2024-2025
Contract ID Number 1000011308							Funding Notification Date 08/14/24
Appendix Number	B-1	B-3	B-#	B-#	B-#	B-#	
Provider Number	3851	3851					
Program Name	Adult Behavioral Health	Children Outpatient					
Program Code	38513	38516 & 38171					
Funding Term	7/1/24-6/30/25	7/1/24-6/30/25					
FUNDING USES							TOTAL
Salaries	\$ 591,872	\$ 660,653					\$ 1,252,525
Employee Benefits	\$ 140,123	\$ 151,384					\$ 291,507
Subtotal Salaries & Employee Benefits	\$ 731,995	\$ 812,037	\$ -	\$ -	\$ -	\$ -	\$ 1,544,032
Operating Expenses	\$ 534,364	\$ 242,046					\$ 776,410
Capital Expenses	\$ -						\$ -
Subtotal Direct Expenses	\$ 1,266,359	\$ 1,054,083	\$ -	\$ -	\$ -	\$ -	\$ 2,320,442
Indirect Expenses	\$ 189,954	\$ 158,113					\$ 348,067
Indirect %	15.0%	15.0%	0.0%	0.0%	0.0%	0.0%	15.0%
TOTAL FUNDING USES	\$ 1,456,313	\$ 1,212,196	\$ -	\$ -	\$ -	\$ -	\$ 2,668,510
						Employee Benefits Rate	21.0%
BHS MENTAL HEALTH FUNDING SOURCES							
MH Adult Fed SDMC FFP (50%)	\$ 470,922						\$ 470,922
MH Adult State 1991 MH Realignment	\$ 154,812						\$ 154,812
MH Adult County General Fund	\$ 830,579						\$ 830,579
							\$ -
MH CYF Fed SDMC FFP (50%)		\$ 279,261					\$ 279,261
MH CYF Fed SDMC FFP (50%) ERMHS		\$ 150,000					\$ 150,000
MH CYF State 2011 PSR-EPSDT		\$ 150,485					\$ 150,485
MH CYF State 2011 PSR-EPSDT ERM		\$ 150,000					\$ 150,000
MH CYF County General Fund		\$ 346,475					\$ 346,475
MH CYF County GF ERMHS		\$ 129,475					\$ 129,475
MH MHSA (CYF) Match		\$ 6,500					\$ 6,500
							\$ -
							\$ -
							\$ -
TOTAL BHS MENTAL HEALTH FUNDING SOURCES	\$ 1,456,313	\$ 1,212,196	\$ -	\$ -	\$ -	\$ -	\$ 2,668,509
BHS SUD FUNDING SOURCES							
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
TOTAL BHS SUD FUNDING SOURCES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
OTHER DPH FUNDING SOURCES							
							\$ -
							\$ -
							\$ -
TOTAL OTHER DPH FUNDING SOURCES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL DPH FUNDING SOURCES	\$ 1,456,313	\$ 1,212,196	\$ -	\$ -	\$ -	\$ -	\$ 2,668,509
NON-DPH FUNDING SOURCES							
							\$ -
							\$ -
TOTAL NON-DPH FUNDING SOURCES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL FUNDING SOURCES (DPH AND NON-DPH)	\$ 1,456,313	\$ 1,212,196	\$ -	\$ -	\$ -	\$ -	\$ 2,668,509
Prepared By James Bouquin							Phone Number (415)468-5100

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

DHCS Legal Entity Number 00341					Appendix Number B-1	
Provider Name Bayview Hunters Point Foundation					Page Number 1	
Provider Number 3851					Fiscal Year 2024-2025	
Contract ID Number 1000011308					Funding Notification Date 08/14/24	
Program Name		Adult Behavioral Health				
Program Code		38513				
Mode (MH) or Modality (SUD)		15				
Service Description		Outpatient Services				
Funding Term (mm/dd/yy-mm/dd/yy):		7/1/24-6/30/25				
FUNDING USES						TOTAL
Salaries & Employee Benefits	\$	731,995	\$	-	\$	731,995
Operating Expenses	\$	534,364	\$	-	\$	534,364
Capital Expenses						-
Subtotal Direct Expenses	\$	1,266,359	\$	-	\$	1,266,359
Indirect Expenses	\$	189,954				189,954
Indirect %		15.0%		0.0%		15.0%
TOTAL FUNDING USES	\$	1,456,313	\$	-	\$	1,456,313
BHS MENTAL HEALTH FUNDING SOURCES						
MH Adult Fed SDMC FFP (50%)	\$	470,922				470,922
MH Adult State 1991 MH Realignment	\$	154,812				154,812
MH Adult County General Fund	\$	830,579				830,579
						-
						-
						-
TOTAL BHS MENTAL HEALTH FUNDING SOURCES	\$	1,456,313	\$	-	\$	1,456,313
BHS SUD FUNDING SOURCES						
						-
						-
						-
						-
						-
						-
This row left blank for funding sources not in drop-down list						
TOTAL BHS SUD FUNDING SOURCES	\$	-	\$	-	\$	-
OTHER DPH FUNDING SOURCES						
						-
This row left blank for funding sources not in drop-down list						
TOTAL OTHER DPH FUNDING SOURCES	\$	-	\$	-	\$	-
TOTAL DPH FUNDING SOURCES	\$	1,456,313	\$	-	\$	1,456,313
NON-DPH FUNDING SOURCES						
						-
This row left blank for funding sources not in drop-down list						
TOTAL NON-DPH FUNDING SOURCES	\$	-	\$	-	\$	-
TOTAL FUNDING SOURCES (DPH AND NON-DPH)		1,456,313		-		1,456,313
BHS UNITS OF SERVICE AND UNIT COST						
Number of Beds Purchased						
SUD Only - Number of Outpatient Group Counseling Sessions						
SUD Only - Licensed Capacity for Narcotic Treatment Programs						
Payment Method	Outpatient Blended Rate (FFS)					
Unduplicated Clients (UDC)	177					
DPH Units of Service		2,702				
Unit Type	Hours	0	0	0	0	
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES ONLY)	\$	538.98	\$	-	\$	-
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)	\$	538.98	\$	-	\$	-
						Total UDC
						177.00

Appendix Number	B-1
Page Number	2
Fiscal Year	2024-2025
Funding Notification Date	08/14/24

Form Revised 5/31/2019

Appendix B - DPH 4: Operating Expenses Detail

Contract ID Number	1000011308	Appendix Number	B-1
Program Name	Adult Behavioral Health	Page Number	3
Program Code	38513	Fiscal Year	2024-2025
		Funding Notification Date	08/14/24

Expense Categories & Line Items	TOTAL	10000-251984-10000-10001792-0001	Dept-Auth-Proj-Activity	Dept-Auth-Proj-Activity	Dept-Auth-Proj-Activity	Dept-Auth-Proj-Activity	Dept-Auth-Proj-Activity
Funding Term	7/1/2024-6/30/2025	7/1/2024-6/30/2025	(mm/dd/yy-mm/dd/yy)	(mm/dd/yy-mm/dd/yy)	(mm/dd/yy-mm/dd/yy)	(mm/dd/yy-mm/dd/yy)	(mm/dd/yy-mm/dd/yy)
Rent	\$ 81,366.00	\$ 81,365.59					
Utilities (telephone, electricity, water, gas)	\$ 20,839.00	\$ 20,839.46					
Building Repair/Maintenance	\$ 27,978.00	\$ 27,977.85					
Occupancy Total:	\$ 130,183.00	\$ 130,183.00	\$ -	\$ -	\$ -	\$ -	\$ -
Office Supplies	\$ 4,832.00	\$ 4,831.50					
Photocopying	\$ 398.00	\$ 397.75					
Program Supplies	\$ 25,021.00	\$ 25,020.53					
Computer Hardware/Software	\$ 884.00	\$ 884.38					
Materials & Supplies Total:	\$ 31,135.00	\$ 31,134.00	\$ -	\$ -	\$ -	\$ -	\$ -
Training/Staff Development	\$ 1,000.00	\$ 1,000.00					
Insurance	\$ 24,981.00	\$ 24,981.22					
Professional License	\$ -	\$ -					
Permits	\$ -						
Equipment Lease & Maintenance	\$ 565.00	\$ 565.44					
General Operating Total:	\$ 26,546.00	\$ 26,547.00	\$ -	\$ -	\$ -	\$ -	\$ -
Local Travel	\$ 1,000.00	\$ 1,000.00					
Out-of-Town Travel	\$ -						
Field Expenses	\$ -						
Staff Travel Total:	\$ 1,000.00	\$ 1,000.00	\$ -	\$ -	\$ -	\$ -	\$ -
Consultant/Subcontractor (Provide Consultant/Subcontracting Agency Name, Service Detail w/Dates, Hourly Rate, Amounts, and Practitioner Type if Billable Provider)	\$ -						
Ruth DePeralta, 7/1/2024 to 6/30/2025, \$200/hr x 832 hrs = \$166,400	\$ 166,400.00	\$ 166,400.00					
Jackson & Coker, 4/22/2024 to 10/31/2024, \$300/hr x 400 hrs = \$120,000	\$ 120,000.00	\$ 120,000.00					
Ross Quinn, 7/1/2024 to 6/30/2025, \$180/hr x 120 hrs = \$21,600	\$ 21,600.00	\$ 21,600.00					
Ina Moon, 7/1/2024 to 6/30/2025, \$125/hr x 300 hrs = \$37,500	\$ 37,500.00	\$ 37,500.00					
	\$ -						
Consultant/Subcontractor Total:	\$ 345,500.00	\$ 345,500.00	\$ -	\$ -	\$ -	\$ -	\$ -
Other (provide detail):	\$ -						
	\$ -						
	\$ -						
Other Total:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL OPERATING EXPENSE	\$ 534,364.00	\$ 534,364.00	\$ -	\$ -	\$ -	\$ -	\$ -

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

DHCS Legal Entity Number 00341				Appendix Number B-3			
Provider Name Bayview Hunters Point Foundation				Page Number 1			
Provider Number 3851				Fiscal Year 2024-2025			
Contract ID Number 1000011308				Funding Notification Date 08/14/24			
Program Name		Children Outpatient					
Program Code		38516					
Mode (MH) or Modality (SUD)		15					
Service Description		Outpatient Services					
Funding Term (mm/dd/yy-mm/dd/yy):		7/1/24-6/30/25					
FUNDING USES		TOTAL					
Salaries & Employee Benefits	\$	812,037	\$	-	\$	-	\$ 812,037
Operating Expenses	\$	242,046	\$	-	\$	-	\$ 242,046
Capital Expenses							\$ -
Subtotal Direct Expenses	\$	1,054,083	\$	-	\$	-	\$ 1,054,083
Indirect Expenses	\$	158,113					\$ 158,113
Indirect %		15.0%		0.0%		0.0%	15.0%
TOTAL FUNDING USES	\$	1,212,196	\$	-	\$	-	\$ 1,212,196
BHS MENTAL HEALTH FUNDING SOURCES							
MH CYF Fed SDMC FFP (50%)	\$	279,261					\$ 279,261
MH CYF Fed SDMC FFP (50%) ERMHS	\$	150,000					\$ 150,000
MH CYF State 2011 PSR-EPSDT	\$	150,485					\$ 150,485
MH CYF State 2011 PSR-EPSDT ERM	\$	150,000					\$ 150,000
MH CYF County General Fund	\$	346,475					\$ 346,475
MH CYF County GF ERMHS	\$	129,475					\$ 129,475
MH CYF County Local Match	\$	6,500					\$ 6,500
TOTAL BHS MENTAL HEALTH FUNDING SOURCES	\$	1,212,196	\$	-	\$	-	\$ 1,212,196
BHS SUD FUNDING SOURCES							
							\$ -
							\$ -
							\$ -
This row left blank for funding sources not in drop-down list							\$ -
TOTAL BHS SUD FUNDING SOURCES	\$	-	\$	-	\$	-	\$ -
OTHER DPH FUNDING SOURCES							
							\$ -
This row left blank for funding sources not in drop-down list							\$ -
TOTAL OTHER DPH FUNDING SOURCES	\$	-	\$	-	\$	-	\$ -
TOTAL DPH FUNDING SOURCES	\$	1,212,196	\$	-	\$	-	\$ 1,212,196
NON-DPH FUNDING SOURCES							
This row left blank for funding sources not in drop-down list							\$ -
TOTAL NON-DPH FUNDING SOURCES	\$	-	\$	-	\$	-	\$ -
TOTAL FUNDING SOURCES (DPH AND NON-DPH)		1,212,196		-		-	1,212,196
BHS UNITS OF SERVICE AND UNIT COST							
Number of Beds Purchased							
SUD Only - Number of Outpatient Group Counseling Sessions							
SUD Only - Licensed Capacity for Narcotic Treatment Programs							
Payment Method	Outpatient Blended Rate (FFS)						
Unduplicated Clients (UDC)	44						
DPH Units of Service	1,801						
Unit Type	Hours	0	0	0	0		
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only)	\$	672.93	\$	-	\$	-	Total UDC
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)	\$	672.93	\$	-	\$	-	44.00

Appendix B - DPH 3: Salaries & Employee Benefits Detail

Contract ID Number 1000011308
Program Name Children Outpatient
Program Code 38516 & 38171

Appendix Number B-3
Page Number 2
Fiscal Year 2024-2025
Funding Notification Date 08/14/24

Position Title (List all staffing including intern/trainee staff who are not part of budget but contributing to units of service)	Practioner Type (Select Non Billing provider if the position is not expected to bill this period)	TOTAL		OUTPATIENT SERVICES		Dept-Auth-Proj-Activity		Dept-Auth-Proj-Activity		Dept-Auth-Proj-Activity		Dept-Auth-Proj-Activity		Dept-Auth-Proj-Activity	
Funding Term		07/01/24-06/30/25		07/01/24-06/30/25		(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	Practitioner Type (Select from Drop Down)	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries
Administrative Assistant/Receptionist	Non Billing Staffing	0.50	\$ 33,800.00	0.50	\$ 33,800.00										
Administrative Manager	Non Billing Staffing	0.30	\$ 21,840.00	0.30	\$ 21,840.00										
Assistant Director of SUDS	Non Billing Staffing	0.10	\$ 9,500.00	0.10	\$ 9,500.00										
Billing Coordinator/Counselor	Non Billing Staffing	0.40	\$ 23,712.00	0.40	\$ 23,712.00										
Clinician	LPHA (MFT, LCSW, LPCC)/ Intern or Waivered LPHA (M	0.25	\$ 29,640.00	0.25	\$ 29,640.00										
Chief Operating Officer	Non Billing Staffing	0.07	\$ 11,515.00	0.07	\$ 11,515.00										
Clinician	LPHA (MFT, LCSW, LPCC)/ Intern or Waivered LPHA (M	0.55	\$ 49,500.00	0.55	\$ 49,500.00										
Clinician	LPHA (MFT, LCSW, LPCC)/ Intern or Waivered LPHA (M	0.55	\$ 49,500.00	0.55	\$ 49,500.00										
Clinician	LPHA (MFT, LCSW, LPCC)/ Intern or Waivered LPHA (M	0.50	\$ 45,000.00	0.50	\$ 45,000.00										
Clinician	LPHA (MFT, LCSW, LPCC)/ Intern or Waivered LPHA (M	0.50	\$ 45,000.00	0.50	\$ 45,000.00										
Clinician	LPHA (MFT, LCSW, LPCC)/ Intern or Waivered LPHA (M	0.50	\$ 45,000.00	0.50	\$ 45,000.00										
Clinician	LPHA (MFT, LCSW, LPCC)/ Intern or Waivered LPHA (M	0.50	\$ 45,000.00	0.50	\$ 45,000.00										
Clinician	LPHA (MFT, LCSW, LPCC)/ Intern or Waivered LPHA (M	0.50	\$ 45,000.00	0.50	\$ 45,000.00										
Director of Behavioral Health - Trainee Supervisor	LPHA (MFT, LCSW, LPCC)/ Intern or Waivered LPHA (M	0.10	\$ 12,500.00	0.10	\$ 12,500.00										
Director of Compliance and Quality Assurance	Non Billing Staffing	0.07	\$ 8,554.00	0.07	\$ 8,554.00										
Front Desk Administrative Assistant	Non Billing Staffing	0.40	\$ 22,486.00	0.40	\$ 22,486.40										
Janitor	Non Billing Staffing	0.12	\$ 6,032.00	0.12	\$ 6,032.00										
Janitor/Maintenance & Facilities	Non Billing Staffing	0.12	\$ 6,273.00	0.12	\$ 6,273.28										
Medical Record Clerk	Non Billing Staffing	0.40	\$ 20,800.00	0.40	\$ 20,800.00										
Licensed Clinician	LPHA (MFT, LCSW, LPCC)/ Intern or Waivered LPHA (M	0.50	\$ 45,000.00	0.50	\$ 45,000.00										
MH Trainee - Therapist	Non Billing Staffing	0.50	\$ 47,500.00	0.50	\$ 47,500.00										
Director of Behavioral Health	Non Billing Staffing	0.30	\$ 37,500.00	0.30	\$ 37,500.00										
		0.00	\$ -												
		0.00	\$ -												
		0.00	\$ -												
		0.00	\$ -												
		0.00	\$ -												
Totals:		7.71	\$ 660,653.00	7.71	\$ 660,652.68	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -
Employee Benefits:		22.91%	\$ 151,384.00	22.91%	\$ 151,384.00	0.00%		0.00%		0.00%		0.00%		0.00%	
TOTAL SALARIES & BENEFITS			\$ 812,037.00		\$ 812,037.00		\$ -		\$ -		\$ -		\$ -		\$ -

Appendix B - DPH 4: Operating Expenses Detail

Contract ID Number	1000011308	Appendix Number	B-3
Program Name	Children Outpatient	Page Number	3
Program Code	38516 & 38171	Fiscal Year	2024-2025
		Funding Notification Date	08/14/24

Expense Categories & Line Items	TOTAL	OUTPATIENT SERVICES	Dept-Auth-Proj-Activity	Dept-Auth-Proj-Activity	Dept-Auth-Proj-Activity	Dept-Auth-Proj-Activity	Dept-Auth-Proj-Activity
Funding Term	7/1/2024-6/30/2025	7/1/2024-6/30/2025	(mm/dd/yy-mm/dd/yy)	(mm/dd/yy-mm/dd/yy)	(mm/dd/yy-mm/dd/yy)	(mm/dd/yy-mm/dd/yy)	(mm/dd/yy-mm/dd/yy)
Rent	\$ 90,506.00	\$ 90,506.47					
Utilities (telephone, electricity, water, gas)	\$ 23,181.00	\$ 23,181.00					
Building Repair/Maintenance	\$ 2,023.00	\$ 2,023.00					
Occupancy Total:	\$ 115,710.00	\$ 115,710.00	\$ -	\$ -	\$ -	\$ -	\$ -
Office Supplies	\$ 357.00	\$ 356.92					
Photocopying	\$ 1,398.00	\$ 1,398.13					
Program Supplies	\$ 18,878.00	\$ 18,877.68					
Computer Hardware/Software	\$ 139.00	\$ 139.03					
Materials & Supplies Total:	\$ 20,772.00	\$ 20,772.00	\$ -	\$ -	\$ -	\$ -	\$ -
Training/Staff Development	\$ -						
Insurance	\$ 21,248.00	\$ 21,247.68					
Professional License	\$ -	\$ -					
Permits	\$ -						
Equipment Lease & Maintenance	\$ 319.00	\$ 318.69					
General Operating Total:	\$ 21,567.00	\$ 21,566.00	\$ -	\$ -	\$ -	\$ -	\$ -
Local Travel	\$ 1,000.00	\$ 1,000.00					
Out-of-Town Travel	\$ -						
Field Expenses	\$ -						
Staff Travel Total:	\$ 1,000.00	\$ 1,000.00	\$ -	\$ -	\$ -	\$ -	\$ -
Consultant/Subcontractor (Provide Consultant/Subcontracting Agency Name, Service Detail w/Dates, Hourly Rate, Amounts, and Practitioner Type if Billable Provider)	\$ -						
Ross Quinn, 7/1/2024 to 6/30/2025, \$180/hr @ 273.6 hrs = \$49,248	\$ 49,248.00	\$ 49,248.00					
Ina Moon, 7/1/2024 to 6/30/2025, \$125/hr x 270 hrs = \$33,370	\$ 33,750.00	\$ 33,750.00					
	\$ -						
Consultant/Subcontractor Total:	\$ 82,998.00	\$ 82,998.00	\$ -	\$ -	\$ -	\$ -	\$ -
Other (provide detail):	\$ -						
	\$ -						
	\$ -						
Other Total:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL OPERATING EXPENSE	\$ 242,047.00	\$ 242,046.00	\$ -	\$ -	\$ -	\$ -	\$ -

Appendix B - DPH 5: Capital Expenses Detail

Contract ID Number 1000011308
Program Name Behavioral Health & Children Outpatient
Program Code 38516 & 38171

Appendix Number B-1, B-3
Page Number 4
Fiscal Year 2024-2025
Funding Notification Date: 08/14/24

1. Equipment

Item Description	Quantity	Serial #/VIN #	Unit Cost	Total Cost
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
Total Equipment Cost				\$ -

2. Remodeling

Description	Total Cost
Total Remodeling Cost	\$ -

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

Contractor / Provider	Provider Name		Bayview Hunters Point Foundation		Contract ID		1000011308	
Total Funding Amount / Fiscal Year	Funding Amount		\$ 2,668,510		Fiscal Year		2024-2025	
Address / Phone	1625 Carroll Avenue, San Francisco, CA 94124							
Contact Person	James Bouquin							
Program Name	Adult Behavioral Health				Children Outpatient			
Appendix Number	B-1				B-2			
Program/ Appendix Funding Amount	\$1,456,313				\$1,212,196			
Funding Term	2024-2025				2024-2025			
		UOS	UDC		UOS	UDC		
Name of Mode (MH) or Modality (SUD)	15			15			Name of Mode (MH) or Modality (SUD)	
Write UOS formula calculation	1456313 / 538.98 = 2702 Units of Service	2,702	177	1212196 / 672.93 = 1801 Units of Service	1,801	44	Write UOS formula calculation	
Name of Mode (MH) or Modality (SUD)	0			Name of Mode (MH) or Modality (SUD)			Name of Mode (MH) or Modality (SUD)	
Write UOS formula calculation	Write UOS formula calculation	0	0	Write UOS formula calculation			Write UOS formula calculation	
Name of Mode (MH) or Modality (SUD)	0			Name of Mode (MH) or Modality (SUD)			Name of Mode (MH) or Modality (SUD)	
Write UOS formula calculation	Write UOS formula calculation	0	0	Write UOS formula calculation			Write UOS formula calculation	
Name of Mode (MH) or Modality (SUD)	0			Name of Mode (MH) or Modality (SUD)			Name of Mode (MH) or Modality (SUD)	
Write UOS formula calculation	Write UOS formula calculation	0	0	Write UOS formula calculation			Write UOS formula calculation	
Name of Mode (MH) or Modality (SUD)	0			Name of Mode (MH) or Modality (SUD)			Name of Mode (MH) or Modality (SUD)	
Write UOS formula calculation	Write UOS formula calculation	0	0	Write UOS formula calculation			Write UOS formula calculation	
Name of Mode (MH) or Modality (SUD)	0			Name of Mode (MH) or Modality (SUD)			Name of Mode (MH) or Modality (SUD)	
Write UOS formula calculation	Write UOS formula calculation	0	0	Write UOS formula calculation			Write UOS formula calculation	
Name of Mode (MH) or Modality (SUD)	0			Name of Mode (MH) or Modality (SUD)			Name of Mode (MH) or Modality (SUD)	
Write UOS formula calculation	Write UOS formula calculation	0	0	Write UOS formula calculation			Write UOS formula calculation	
Program Name	A-# / B-#				A-# / B-#			
Appendix Number	Program/ Appendix Funding Amount				Program/ Appendix Funding Amount			
Program/ Appendix Funding Amount	Funding Term				Funding Term			
Funding Term		UOS	UDC		UOS	UDC		
Name of Mode (MH) or Modality (SUD)	Name of Mode (MH) or Modality (SUD)			Name of Mode (MH) or Modality (SUD)			Name of Mode (MH) or Modality (SUD)	
Write UOS formula calculation	Write UOS formula calculation			Write UOS formula calculation			Write UOS formula calculation	
Name of Mode (MH) or Modality (SUD)	Name of Mode (MH) or Modality (SUD)			Name of Mode (MH) or Modality (SUD)			Name of Mode (MH) or Modality (SUD)	
Write UOS formula calculation	Write UOS formula calculation			Write UOS formula calculation			Write UOS formula calculation	
Name of Mode (MH) or Modality (SUD)	Name of Mode (MH) or Modality (SUD)			Name of Mode (MH) or Modality (SUD)			Name of Mode (MH) or Modality (SUD)	
Write UOS formula calculation	Write UOS formula calculation			Write UOS formula calculation			Write UOS formula calculation	
Name of Mode (MH) or Modality (SUD)	Name of Mode (MH) or Modality (SUD)			Name of Mode (MH) or Modality (SUD)			Name of Mode (MH) or Modality (SUD)	
Write UOS formula calculation	Write UOS formula calculation			Write UOS formula calculation			Write UOS formula calculation	
Name of Mode (MH) or Modality (SUD)	Name of Mode (MH) or Modality (SUD)			Name of Mode (MH) or Modality (SUD)			Name of Mode (MH) or Modality (SUD)	
Write UOS formula calculation	Write UOS formula calculation			Write UOS formula calculation			Write UOS formula calculation	
Program Name	A-# / B-#				A-# / B-#			
Appendix Number	Program/ Appendix Funding Amount				Program/ Appendix Funding Amount			
Program/ Appendix Funding Amount	Appendix Term				Appendix Term			
Funding Term		UOS	UDC		UOS	UDC		
Name of Mode (MH) or Modality (SUD)	Name of Mode (MH) or Modality (SUD)			Name of Mode (MH) or Modality (SUD)				
Write UOS formula calculation	Write UOS formula calculation			Write UOS formula calculation				
Name of Mode (MH) or Modality (SUD)	Name of Mode (MH) or Modality (SUD)			Name of Mode (MH) or Modality (SUD)				
Write UOS formula calculation	Write UOS formula calculation			Write UOS formula calculation				
Name of Mode (MH) or Modality (SUD)	Name of Mode (MH) or Modality (SUD)			Name of Mode (MH) or Modality (SUD)				
Write UOS formula calculation	Write UOS formula calculation			Write UOS formula calculation				
Name of Mode (MH) or Modality (SUD)	Name of Mode (MH) or Modality (SUD)			Name of Mode (MH) or Modality (SUD)				
Write UOS formula calculation	Write UOS formula calculation			Write UOS formula calculation				
Name of Mode (MH) or Modality (SUD)	Name of Mode (MH) or Modality (SUD)			Name of Mode (MH) or Modality (SUD)				
Write UOS formula calculation	Write UOS formula calculation			Write UOS formula calculation				
Name of Mode (MH) or Modality (SUD)	Name of Mode (MH) or Modality (SUD)			Name of Mode (MH) or Modality (SUD)				
Write UOS formula calculation	Write UOS formula calculation			Write UOS formula calculation				
Target Population								
Description of Services								

Appendix D
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 - System Specific Requirements

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) 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.** All users must be issued a unique username for accessing City Data. Third Party must maintain a password policy based on information security best practices as required by 45 CFR § 164.308 and described in NIST Special Publication 800-63B.

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.

**A. 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:

B. 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
- 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.

I. For Access to Department Epic through OutReach

A. Department OutReach Requirements:

1. Connectivity.

- d) Third Party Responsibility: The Third Party is required to obtain and maintain an active internet connection and necessary equipment in compliance with the specifications provided by both Epic and the Department.
- d) Technical Equipment Changes: The specifications for accessing OutReach may be updated over time. Third Party must ensure their equipment and software align with these specifications and bear any related costs.
- d) Equipment Ownership: Access to the system by Third Party Data Users must occur exclusively through equipment owned, leased, and maintained by the Third Party.
- d) Equipment Purchase: Compatible equipment required for use with OutReach is the responsibility of the Third Party.

2. Compliance with Epic Terms and Conditions

- a) Obligations: The Third Party will access and use the system strictly according to Epic's Terms and Conditions. Data Users must electronically accept these terms during their initial login to OutReach.

3. Epic-Provided Terms and Conditions

- a) Usage Rules: Basic rules are provided by Epic that apply when using the Epic OutReach account. These include:

- a. Purpose of Use: Access to Epic OutReach is intended to facilitate care for shared patients, manage referral data, or further legitimate business interests with respect to data from an Epic customer's system.
- b. Restrictions: Users are prohibited from using Epic OutReach to develop similar software to EpicCare Link. Additionally, account information must not be shared with individuals outside the organization.