

File No. 221184

Committee Item No. 5

Board Item No. _____

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Budget and Finance Committee Date January 25, 2023

Board of Supervisors Meeting Date _____

Cmte Board

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| <input type="checkbox"/> | <input type="checkbox"/> | Ordinance |
| <input type="checkbox"/> | <input type="checkbox"/> | Legislative Digest |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Budget and Legislative Analyst Report |
| <input type="checkbox"/> | <input type="checkbox"/> | Youth Commission Report |
| <input type="checkbox"/> | <input type="checkbox"/> | Introduction Form |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Department/Agency Cover Letter and/or Report |
| <input type="checkbox"/> | <input type="checkbox"/> | MOU |
| <input type="checkbox"/> | <input type="checkbox"/> | Grant Information Form |
| <input type="checkbox"/> | <input type="checkbox"/> | Grant Budget |
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| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Form 126 – Ethics Commission |
| <input type="checkbox"/> | <input type="checkbox"/> | Award Letter |
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OTHER (Use back side if additional space is needed)

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| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <u>Original Agreement 7/1/2018</u> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <u>Amendment No. 1 7/1/2022</u> |
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Completed by: Brent Jalipa Date January 19, 2023

Completed by: Brent Jalipa Date _____

1 [Contract Amendment - Special Service for Groups, Inc. - Therapeutic and Specialty Mental
2 Health Services for Children and Youth - Not to Exceed \$31,730,191]

3 **Resolution approving Amendment No. 2 to the agreement between Special Service for**
4 **Groups, Inc. and the Department of Public Health, for therapeutic and specialty mental**
5 **health services, to increase the agreement by \$21,757,478 for an amount not to exceed**
6 **\$31,730,191; to extend the term by four years and six months, from June 30, 2023, for a**
7 **total agreement term of July 1, 2018, through December 31, 2027; and to authorize the**
8 **Department of Public Health to enter into amendments or modifications to the contract**
9 **prior to its final execution by all parties that do not materially increase the obligations**
10 **or liabilities to the City and are necessary to effectuate the purposes of the contract or**
11 **this Resolution.**

12
13 WHEREAS, The Department of Public Health (DPH), in order to provide therapeutic
14 and other specialty mental health services for school-aged children and youth, conducted
15 multiple Request for Proposals (RFP) processes, RFP 1-2017, issued on March 7, 2017, and
16 RFQ 13-2017, issued on September 28, 2017, which per Administrative Code, Section 21.24
17 will be extended for one additional year through June 30, 2024, and six months of bridge
18 funding from Department of Children, Youth and Their Families (DCYF) 2018-23, issued July
19 31, 2017, awarded a contract to provide these services to Special Service for Groups, Inc.;

20 and
21 WHEREAS, DPH entered into an agreement on July 1, 2018, to provide these
22 therapeutic and specialty mental health services for an initial term of four years, with the term
23 of July 1, 2018, through June 30, 2022, in an amount not to exceed \$8,083,604; and

24 WHEREAS, DPH subsequently amended the contract agreement by extending the
25 term by one year, from July 1, 2022, through June 30, 2023, increasing the agreement by

1 \$1,889,109, in an amount not to exceed \$9,972,713 to continue providing therapeutic and
2 other specialty mental health services for school-aged children and youth; and

3 WHEREAS, DPH wishes to amend the agreement to continue providing therapeutic
4 and other specialty mental health services for school-aged children and youth in alignment
5 with the length of the term anticipated in RFP1-2017, and the one year extension to RFQ 13-
6 2017, increasing the contract by \$21,757,478 for a total contract amount not to exceed
7 \$31,730,191, by extending the term by four years and six months, from June 30, 2023,
8 through December 31, 2027, for a total agreement term of July 1, 2018, through
9 December 31, 2027; and

10 WHEREAS, Section 9.118 of the Charter requires approval of the Board of Supervisors
11 for contracts requiring anticipated expenditures exceeding \$10 million; now, therefore, be it

12 RESOLVED, That the Board of Supervisors hereby authorizes the Director of Public
13 Health and the Director of the Office of Contract Administration/Purchaser, on behalf of the
14 City and County of San Francisco, to execute Amendment No. 2 to the agreement with
15 Special Service to Groups, Inc. to provide therapeutic and specialty mental health services for
16 school-aged children and youth for an amount not to exceed \$31,730,191 for a total
17 agreement term of July 1, 2018, through December 31, 2027; and, be it

18 FURTHER RESOLVED, That the Board of Supervisors authorizes the Department of
19 Public Health to enter into any amendments or modifications to the contract, prior to its final
20 execution by all parties, that the Department determines, in consultation with the City
21 Attorney, are in the best interests of the City, do not otherwise materially increase the
22 obligations or liabilities of the City, are necessary or advisable to effectuate the purposes of
23 the contract, and are in compliance with all applicable laws; and, be it

24 FURTHER RESOLVED, That within thirty (30) days of the contract being fully executed
25 by all parties, the Director of Health and/or the Director of the Office of Contract

<p>Item 5 File 22-1184</p>	<p>Department: Department of Public Health (DPH)</p>
<p>EXECUTIVE SUMMARY</p>	
<p style="text-align: center;">Legislative Objectives</p> <ul style="list-style-type: none"> • The proposed resolution would approve the second amendment to the contract between DPH and Special Service for Groups, Inc for therapeutic and specialty mental health services, extending the term from June 30, 2023 through December 31, 2027 and increasing the not-to-exceed amount by \$21,757,478, for a total not to exceed \$31,730,191. <p style="text-align: center;">Key Points</p> <ul style="list-style-type: none"> • Special Service for Groups (SSG) proposed services under two competitive solicitations for mental health treatment services. SSG was one of 25 providers selected to provide outpatient programming in response to a Request for Proposal (RFP 1-2017) for Children, Youth and Family System of Care Mental Health Outpatient Treatment Services and Optional Specialized Mental Health Treatment Services. In addition, SSG was the only vendor that submitted a response in the category of Family Mosaic Project Occupational Therapy Assessment and Intervention Services and was selected under a Request for Qualifications (RFQ 13-2017) for Mental Health Treatment Support and Training Services. • In July 2018, DPH executed a contract with Special Service for Groups for therapeutic and specialty mental health services for an initial term of four years from July 1, 2018 through June 30, 2022 and an amount not to exceed \$8,083,604. In July 2022, DPH executed the first amendment to the contract and extended the term by one year through June 30, 2023 and increased the contract by \$1,889,109 for a total not to exceed amount of \$9,972,713. • Under the proposed amended contract, Special Service for Groups, Inc. would continue to provide the following programs: (1) Occupational Therapy Training Program (OTTP) – Outpatient, and (2) OTTP Family Mosaic Services. <p style="text-align: center;">Fiscal Impact</p> <ul style="list-style-type: none"> • The contract amount of \$9,972,713 is expected to be fully expended as of December 31, 2022 because the existing contract only included six months of funding for FY 2022-23. The proposed amendment includes the remaining six months of funding for FY 2022-23. • The proposed resolution would increase the not-to-exceed amount of the contract by \$21,757,478, for a total not to exceed \$31,730,191. However, because of a technical error, DPH has requested that the proposed total amount of \$31,730,191 be decreased by \$216,772 for a revised total amount of \$31,513,419. The total contract amount is funded approximately 31 percent by state sources, 42 percent by federal sources, and 27 percent by the City’s General Fund. <p style="text-align: center;">Recommendations</p> <ul style="list-style-type: none"> • Amend the proposed resolution to reduce the requested total not-to-exceed amount by \$216,772, from \$31,730,191 to \$31,513,419. • Approve the proposed resolution, as amended. 	

MANDATE STATEMENT

City Charter Section 9.118(b) states that any contract entered into by a department, board or commission that (1) has a term of more than ten years, (2) requires expenditures of \$10 million or more, or (3) requires a modification of more than \$500,000 is subject to Board of Supervisors approval.

BACKGROUND

In March and September 2017, the Department of Public Health (DPH) issued the following competitive solicitations for mental health treatment services: (1) a Request for Proposal (RFP 1-2017) for Children, Youth and Family System of Care Mental Health Outpatient Treatment Services and Optional Specialized Mental Health Treatment Services in March 2017; and (2) a Request for Qualifications (RFQ 13-2017) for Mental Health Treatment Support and Training Services in September 2017.¹

Special Service for Groups (SSG), a non-profit, proposed services under the RFP 1-2017 for Children, Youth and Family System of Care Mental Health Outpatient Treatment Services and Optional Specialized Mental Health Treatment Services. Overall, SSG was one of 25 providers selected to provide outpatient programming in response to the RFP. An additional three providers that submitted proposals were not selected according to DPH staff.² This RFP specified the maximum term for the awarded contract may not exceed 10 years.

With a score of 94.2 out of 100 points possible in RFQ 13-2017 Mental Health Treatment Support and Training Services, Special Service for Groups ranked fourth out of 11 vendor submissions, and was the only vendor that submitted a response in the category of the Family Mosaic Project Occupational Therapy Assessment and Intervention Services service category. As such, SSG was awarded funding to provide this service. This solicitation specified a maximum term of five years for an awarded contract.

Existing Contract

On July 1, 2018, DPH executed a contract with Special Service for Groups for therapeutic and specialty mental health services for an initial term of four years from July 1, 2018 through June

¹ The evaluation panels consisted of (1) for RFP 1-2017: Maternal, Child and Adolescent Health Coordinator at DPH, a Mental Health Program Manager from Contra Costa County, a Family and Children Services Program Manager from Human Services Agency (HSA), a representative from the San Francisco Unified School District (SFUSD), a Deputy Director at DPH, a Deputy Director at DCYF, a Program Manager at Contra Costa County Health Services, a Supervisor in Special Education Services at SFUSD, a Supervisor in Pupil Services at SFUSD, and a consultant for HSA; (2) for RFQ 13-2017: a Program Director from DPH, a Senior Youth Services Analyst from DCYF, a Council Coordinator from SFUSD, a Program Manager from HSA, a Wellness Coordinator from SFUSD, and a Deputy Probation Officer from the Juvenile Probation Department.

² SSG proposed services specifically in Category 1 for a combined proposal for both Mental Health Outpatient and the specialized Success, Opportunity, Achievement and Resilience (SOAR) programming. Specific to the SOAR programming, SSG was one of seven qualified applicants, but not selected as one of the three vendors to enter into a SOAR programming contract at that time. As such, this contract only includes the Mental Health Outpatient services.

30, 2022 and an amount not to exceed \$8,083,604. On July 1, 2022, DPH executed the first amendment to the contract and extended the term by one year from July 1, 2022 through June 30, 2023 and added six-months of funding (\$1,889,109) for FY 2022-23 for a total not to exceed amount of \$9,972,713. DPH staff advised that this amendment was executed because in June 2022, DPH was informed that another outpatient services provider (Oakes Children's Center) was closing in July, and therefore the program funding was transferred to this contract with Special Service for Groups under the amended contract. Department staff advised that this allowed the transition of both the existing clients and staffing to continue uninterrupted services for those clients while the Department obtained necessary approvals for the proposed second amendment.³ Because the total contract amount was less than \$10 million and less than 10 years, the original contract and the first amendment did not require Board of Supervisors' approval.

DETAILS OF PROPOSED LEGISLATION

The proposed resolution would approve the second amendment to the contract between DPH and Special Service for Groups, Inc for therapeutic and specialty mental health services, extending from June 30, 2023, to December 31, 2027. The proposed resolution also increases the not-to-exceed amount by \$21,757,478, for a total not to exceed \$31,730,191, and authorizes DPH to enter into immaterial amendments to the contract.

Under the proposed amended contract, Special Service for Groups, Inc. would continue to provide the following services:

1. Occupational Therapy Training Program (OTTP) – Outpatient: this program services children and young adults with serious mental health diagnoses to improve their overall functioning in school, their homes and community. All youth are Medi-Cal recipients who need therapeutic services to address significant challenges with functioning. Services include individual and group psychotherapy, case management, and occupational therapy. This program serves 200 clients per year between the ages of five and 21 or up to age 22 if the client is also an Educationally Related Mental Health Services (ERMHS)⁴ client.
2. OTTP Family Mosaic Services: this program targets seriously emotionally disturbed adolescents between the ages of 12 and 21 years who are enrolled in the DPH Family Mosaic Program, which serves youth at risk for out of home placement. Services include occupational therapy assessment and individual and group interventions (such as mental health therapy) focusing on life skills, social skills, and vocational skills.

³ Success, Opportunity, Achievement, Resiliency (SOAR) classroom mental health services were also transferred to Special Service for Groups (under a separate contract) because they were the next highest qualified applicant from RFP1-2017 that was interested in expanding to incorporate these services.

⁴ ERMHS are mental health services for students who qualify for special education.

Special Service for Groups also provided Intensive Supervision & Clinical Services (ISCS)⁵ under the Occupational Therapy Training Program for the first year of the original contract term. However, this program ended in June 2019.⁶

Unduplicated Clients and Staffing

For the OTTP – Outpatient and OTTP Family Mosaic Services programs, DPH estimates that Special Service for Groups annually serves approximately 200 unduplicated clients. The contract funds approximately 25.00 full-time equivalent (FTE) employees for the OTTP Outpatient program, 2.83 FTE employees for the Family Mosaic Program, and 1.80 FTE for indirect administrative positions.

Fiscal and Performance Monitoring

DPH monitors contracted programs under four categories and applies an overall score to each category, based on the performance of the items measured within each category. These four categories include: Program Performance, Program Deliverables, Program Compliance, and Client Satisfaction. During the pandemic, DPH suspended overall scoring of each category, but continued to collect data pertaining to the items within the category unless no data could be collected to measure the item. According to DPH, FY 2021-22 monitoring reports are in progress and have not yet been completed. DPH advises that annual monitoring occurs following the completion of the prior fiscal year.

Although not scored, the FY 2020-21 program monitoring report for the Special Service for Groups OTTP – Outpatient Services indicated that the program met 91.4 percent of its performance objectives and 107.5 percent of its contracted units of service targets, and no corrective action plans were identified. Of the seven performance objectives in the Program Performance category, all but one objective received the maximum points. The provider received a score of 2/Needs Improvement for a performance objective that requires 80 percent of clients to improve on at least 50 percent of their actionable items as measured by an assessment tool. In this case, 51 percent of the 73 clients enrolled in the program improved on at least 50 percent of their actionable items.

Although not scored, the FY 2020-21 program monitoring report for the Special Service for Groups OTTP Family Mosaic Services indicated that the program met 84.9 percent of its contracted units of service target and was exempt of contracted performance objectives.⁷ No corrective action plans were identified.

⁵ This program annually targeted 20 youth involved in the juvenile justice system and provided clinical case management, including mental health assessment and therapy to retain an individual in the least restrictive level of care.

⁶ A solicitation (DCYF 18-2023) was conducted in July 2017 by DCYF for these services. However, Special Service for Groups, an existing DPH provider for this ISCS service, was not selected by DCYF as the highest bidder to continue the program. As a result, this service was funded by a work-order from DCYF as six-month bridge funding to ensure the closure of the program was streamlined and that all client transitions occurred between January 1 through June 30, 2019.

⁷ According to DPH, treatment services for Family Mosaic Services clients are delivered and tracked by DPH's Family Mosaic Program (FMP) within Behavioral Health Services (BHS) Children Youth and Family (CYF) section. FMP is a State/Federal funded civil service program that provides case management and wrap around services to CYF clients,

The Department of Children, Youth, and their Families (DCYF) reviewed Special Service for Groups' financial documents as part of the FY 2021-22 Citywide Fiscal and Compliance Monitoring process and identified no findings.

FISCAL IMPACT

Actual Expenditures

According to DPH staff, the contract amount of \$9,972,713 is expected to be fully expended as of December 31, 2022 because the existing contract only included six months of funding for FY 2022-23. The proposed amendment includes the remaining six months of funding (\$1,884,579) for FY 2022-23 for a total annual budget of \$3,769,157. Actual expenditures and the proposed increase are shown in Exhibit 1 below.

Exhibit 1: Actual Expenditures and Proposed Increase to Contract Budget

Year	Existing Contract (Actuals through Dec 2022)	Proposed Increase	Total Proposed Amount	Annual Change	Percent Change
FY 2018-19	\$1,092,188		\$1,092,188		
FY 2019-20	1,880,701		1,880,701	788,513 ⁸	72%
FY 2020-21	2,252,084		2,252,084	371,383	20%
FY 2021-22	2,863,161		2,863,161	611,077	27%
FY 2022-23	1,884,579	1,884,579	3,769,157	905,996	32%
FY 2023-24		3,919,924	3,919,924	150,766	4%
FY 2024-25		3,644,993	3,644,993	(274,931) ⁹	-7%
FY 2025-26		3,790,793	3,790,793	145,800	4%
FY 2026-27		3,942,424	3,942,424	151,631	4%
7/1/27 – 12/31/27		2,050,061	2,050,061	157,698 ¹⁰	4%
Subtotal	\$9,972,713	\$19,232,774	\$29,205,487		
Contingency (12%)		2,307,933	2,307,933		
Total	\$9,972,713	\$21,540,706	\$31,513,419		

Source: DPH

Actual expenditures increased through FY 2020-21 while the program ramped up and began spending closer to its annual budget (\$2.2 million in FY 2020-21). Expenditures increased by an

and SSG provides occupational therapy services by contract to FMP clients. DPH reports that the FMP program recently finalized performance measures specific to the occupational therapy services delivered by SSG for FY 2022-23, and measures will be included in future monitoring reports.

⁸ While expenditures appear to have increased by \$788,513 (72%) in FY 2019-20 despite the end of the OTTP ISCS programming (with an annual budget of \$371,266) in June 2019, this is because the vendor was paid an additional \$602,131 in FY2018-19 under an interim contract that overlapped with the existing contract for the first six months of the term, thereby reducing expenditures reflected under this current contract. Expenditures shown in Exhibit 1 show spending on the programs across the interim and current contract.

⁹ Expenditures are projected to decline by \$274,931 due to the discontinuation of Family Mosaic Services, which had a budget of \$399,157 in the prior year.

¹⁰ Increase calculated based on annualized amount of \$4,100,122.

additional 27 percent in FY 2021-22 because the Outpatient contract was expanded by \$460,000 to accept more referrals from the San Francisco Unified School District and the Family Mosaic program was expanded by \$85,000 according to DPH staff.

Proposed Increase

The proposed second amendment would increase the not-to-exceed amount of the contract by \$21,757,478, for a total not-to-exceed \$31,730,191. However, because of a technical error, DPH has requested that the proposed total amount of \$31,730,191 be decreased by \$216,772 for a revised total amount of \$31,513,419.

As shown in Exhibit 1 above, the proposed FY 2022-23 budget of \$3,769,157 reflects an increase of \$905,996 (32 percent) from the prior year due to an increase of \$800,132 for the expansion of services to include former clients of Oakes Children's Center as well as a four percent Cost of Doing Business increase applied to each year of the contract extension. Funding for the Family Mosaic Services program will end in FY 2023-24 because the solicitation authority used to award this program, as well as the one-year extension, expire on June 30, 2024.¹¹ According to DPH, a new competitive solicitation will be issued for this program, and if Special Service for Groups is selected, the funding would be added to a new and separate contract.

Sources and Uses of Funds

The estimated annual sources and uses of funds by program for the proposed increase of \$21,540,706 are shown in Exhibit 2 below.

¹¹ The term provided by RFQ 13-2017 expires June 30, 2023. The amendment of Administrative Code 21.24 (File 22-0392 approved in May 2022 to allow short-term contract extensions because of the pandemic) allowed a one-year extension to June 30, 2024.

Exhibit 2: Proposed Estimated Annual Sources and Uses of Funds for Proposed Increase

Sources	1/1/23- 6/30/23	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	7/1/27 – 12/31/27	Total
Federal MediCal	\$746,695	\$1,493,390	\$1,453,126	\$1,511,251	\$1,571,701	\$817,284	\$7,593,446
State MediCal Match	523,152	1,046,304	1,088,156	1,131,682	1,176,950	612,014	5,578,258
Federal Family Mosaic Program Capitation	67,250	134,500	0	0	0	0	201,750
State Mental Health Services Act	22,852	45,703	0	0	0	0	68,555
City General Fund MediCal Match	223,543	447,086	364,972	379,570	394,753	205,272	2,015,196
City General Fund	296,087	592,174	588,148	611,674	636,141	330,793	3,055,017
State Educationally Related Mental Health Services	5,000	10,000	10,400	10,816	11,249	5,849	53,314
CODB (4%) ¹²		150,766	140,192	145,800	151,632	78,848	667,238
<i>Subtotal</i>	<i>\$1,884,579</i>	<i>\$3,919,923</i>	<i>\$3,644,993</i>	<i>\$3,790,793</i>	<i>\$3,942,425</i>	<i>\$2,050,061</i>	<i>\$19,232,773</i>
Contingency (12%)	226,149	470,391	437,399	454,895	473,091	246,007	2,307,933
Total Sources	\$2,110,728	\$4,390,314	\$4,082,392	\$4,245,688	\$4,415,516	\$2,296,068	\$21,540,706

Uses	1/1/23- 6/30/23	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	7/1/27 – 12/31/27	Total
OTTP Outpatient	\$1,638,269	\$3,370,001	\$3,504,801	\$3,644,993	\$3,790,793	\$1,971,212	\$17,920,068
Family Mosaic Services	194,044	399,157	0	0	0	0	593,201
CODB (4%)	52,267	150,766	140,192	145,800	151,632	78,848	719,505
<i>Subtotal</i>	<i>\$1,884,579</i>	<i>\$3,919,924</i>	<i>\$3,644,993</i>	<i>\$3,790,793</i>	<i>\$3,942,424</i>	<i>\$2,050,061</i>	<i>\$19,232,773</i>
Contingency (12%)	226,149	470,391	437,399	454,895	473,091	246,007	2,307,933
Total Uses	\$2,110,728	\$4,390,315	\$4,082,392	\$4,245,688	\$4,415,515	\$2,296,068	\$21,540,706

Source: DPH

A 12 percent contingency is included in all DPH contracts to account for escalation, new programs, and/or expansions of existing programs. According to DPH, the total contract amount is funded approximately 31 percent by state sources, 42 percent by federal sources, and 27 percent by the City's General Fund.¹³

RECOMMENDATIONS

1. Amend the proposed resolution to reduce the requested total not-to-exceed amount by \$216,772, from \$31,730,191 to \$31,513,419.
2. Approve the proposed resolution, as amended.

¹² According to DPH, the CODB percentage (4 percent) is calculated against eligible funding sources, which is primarily non-grants. DPH states that the CODB is based on the percentage (4 percent) allocated by the Mayor and Board of Supervisor for FY 2022-23.

¹³ This includes the General Fund Match to MediCal, Non-Matching General Fund, DCYF Workorder, and the projected 4 percent CODB increase each year as of FY 2023-24.

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

Second Amendment

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

Recitals

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

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

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

Whereas this extension is justified pursuant to Section 21.24 of the Admin Code (“Short-Term Contract Extensions and Amendments”) which authorizes contract extensions of up to 12 months of any contract that expires on or before July 1, 2023.

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

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

WHEREAS, approval for this Amendment Two was obtained when the Board of Supervisors approved Resolution number [REDACTED] on [REDACTED].

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

Article 1 Definitions

The following definitions shall apply to this Amendment:

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

First Amendment, dated July 01, 2022,

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

Article 2 Modifications to the Agreement.

The Agreement is hereby modified as follows:

2.1 **Term of the Agreement.** *Section 2.1 Term of Amendment 1 currently reads as follows:*

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

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

2.1 The term of this Agreement shall commence on the latter of: (i) July 1, 2018; or (ii) the Effective Date and expire on **December 31, 2027**, unless earlier terminated as otherwise provided herein.

2.2 **Payment.** *Section 3.3.1 Payment of Amendment 1 currently reads as follows:*

3.3.1 **Payment.** Contractor shall provide an invoice to the City on a monthly basis for Services completed in the immediate preceding month, unless a different schedule is set out in Appendix B, "Calculation of Charges." Compensation shall be made for Services identified in the invoice that the Director of Health, in his or her sole discretion, concludes has been satisfactorily performed. Payment shall be made within 30 calendar days of receipt of the invoice, unless the City notifies the Contractor that a dispute as to the invoice exists. In no event shall the amount of this Agreement exceed **Nine Million Nine Hundred Seventy Two Thousand Seven Hundred Thirteen Dollars (\$9,972,713)**. The breakdown of charges associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein. A portion of payment may be withheld until conclusion of the Agreement if agreed to by both parties as retainage, described in Appendix B. In no event shall City be liable for interest or late charges for any late payments.

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

3.3.1 **Payment.** Contractor shall provide an invoice to the City on a monthly basis for Services completed in the immediate preceding month, unless a different schedule is set out in Appendix B, "Calculation of Charges." Compensation shall be made for Services identified in the invoice that the Director of Health, in his or her sole discretion, concludes has been satisfactorily performed. Payment shall be made within 30 calendar days of receipt of the invoice, unless the City notifies the Contractor that a dispute as to the invoice exists. In no event shall the amount of this Agreement exceed **Thirty One Million Seven Hundred Thirty Thousand One Hundred Ninety One Dollars (\$31,730,191)**. The breakdown of charges associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein. A portion of payment may be withheld until conclusion of the Agreement if agreed to by both parties as retainage, described in Appendix B. In no event shall City be liable for interest or late charges for any late payments.

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

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

Article 3 Effective Date

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

Article 4 Legal Effect

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

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

CITY

Recommended by:

Grant Colfax, MD
Director of Health
Department of Public Health

CONTRACTOR

Special Service for Groups, Inc.

DocuSigned by:
Herbert K. Hatanaka 10/27/2022 | 7:09 PM EDT
9F3D6A063AB04F7...

Herbert K. Hatanaka
Executive Director

City Supplier number: 0000010665

Approved as to Form:

David Chiu
City Attorney

By: _____
Louise Simpson
Deputy City Attorney

Approved:

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

By: _____

Name: _____

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

Original Contract Amendment Revision to Program Budgets (RPB)

3. Goal Statement

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

4. Priority Population

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

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

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

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

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

5. Modality(ies)/Interventions

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

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

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

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

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

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

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

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

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

6. Methodology

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

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

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

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

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

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

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

OTTP IHBS and ICC Service Description:

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

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

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

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

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

E. Describe your program's staffing.

Please see Appendix B

7. Objectives and Measurements

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

8. Continuous Quality Improvement

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

A. Achievement of contract performance objectives and productivity

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

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

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

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

C. Measurement of cultural competency of staff and service

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

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

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

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

D. Measurement of client satisfaction

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

E. Measurement, analysis, and use of CANS

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

9. Required Language

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

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

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

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

2. Nature of Document

Original Contract Amendment Revision to Program Budgets (RPB)

3. Goal Statement

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

4. Priority Population

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

5. Modality(ies)/Interventions

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

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

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

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

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

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

6. Methodology

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7. Objectives and Measurements

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

8. Continuous Quality Improvement

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

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

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

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

9. Required Language

- A. For BHS SOC ECMHCI: Contractor will adhere to all stipulated BHS requirements for the completion of Site Agreements for each assigned program site and/or service setting. Contractor also will comply with all stipulations for content, timelines, ensuring standards of practice and all reporting requirements as put forth by the BHS ECMHCI SOC Program Manager.

- B. Changes may occur to the composition of program sites during the contract year due to a variety of circumstances. Any such changes will be coordinated between the contractor and the BHS ECMHCI SOC Program Manager and will not necessitate a modification to the Appendix – A target population table. Contractor is responsible for assigning mental health consultants to all program sites and for notifying the BHS ECMHCI SOC Program Manager of any changes.

Appendix B Calculation of Charges

1. Method of Payment

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

2. Program Budgets and Final Invoice

A. Program Budgets are listed below and are attached hereto:

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

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

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

B. CONTRACTOR understands that, of this maximum dollar obligation listed in section 3.3.1 of this Agreement, **\$2,331,158** 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

July 1, 2018 through June 30, 2019	\$	1,092,188
July 1, 2019 through June 30, 2020	\$	1,880,701
July 1, 2020 through June 30, 2021	\$	2,189,186
FY 2020-2021 CODB DV	\$	62,898
July 1, 2021 through June 30, 2022	\$	2,863,161
July 1, 2022 through June 30, 2023	\$	3,769,157
July 1, 2023 through June 30, 2024	\$	3,963,658
July 1, 2024 through June 30, 2025	\$	3,685,659
July 1, 2025 through June 30, 2026	\$	3,833,085
July 1, 2026 through June 30, 2027	\$	3,986,408
July 1, 2027 through December 31, 2027	\$	2,072,932
Subtotal – July 1, 2018 through June 30, 2022	\$	29,399,033
Contingency	\$	2,331,158
TOTAL – July 1, 2018 through June 30, 2022	\$	31,730,191

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.

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

Agreement between the City and County of San Francisco and

**Special Service for Groups, Inc.
Contract ID: 1000011457**

This Agreement is made this 1st day of July 2018, in the City and County of San Francisco, State of California, by and between Special Service for Groups, Inc., 905 East 8th Street, Los Angeles, CA 90021, a non-profit entity, (“Contractor”) and City.

Recitals

WHEREAS, the Department of Public Health (“Department”) wishes to provide mental health services; and,

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

WHEREAS, there is no Local Business Entity (“LBE”) subcontracting participation requirement for this Agreement; and

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

WHEREAS, approval for this Agreement was obtained when the Civil Service Commission approved Contract number 46987-16/17 on February 4, 2019.

Now, THEREFORE, the parties agree as follows:

Article 1 Definitions

The following definitions apply to this Agreement:

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

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

1.3 "CMD" means the Contract Monitoring Division of the City.

1.4 "Contractor" or "Consultant" means Special Service for Groups, Inc., 905 East 8th Street, Los Angeles, CA 90021.

1.5 "Deliverables" means Contractor's work product resulting from the Services that are provided by Contractor to City during the course of Contractor's performance of the Agreement, including without limitation, the work product described in the "Scope of Services" attached as Appendix A.

1.6 "Effective Date" means the date upon which the City's Controller certifies the availability of funds for this Agreement as provided in Section 3.1.

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

1.8 "Party" and "Parties" mean the City and Contractor either collectively or individually.

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

Article 2 Term of the Agreement

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

Article 3 Financial Matters

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

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

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

3.3 **Compensation.**

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

3.3.2 **Payment Limited to Satisfactory Services.** Contractor is not entitled to any payments from City until Department of Public Health approves Services, including any furnished Deliverables, as satisfying all of the requirements of this Agreement. Payments to Contractor by City shall not excuse Contractor from its obligation to replace unsatisfactory Deliverables, including equipment, components, materials, or Services even if the unsatisfactory character of such Deliverables, equipment, components, materials, or Services may not have been apparent or detected at the time such payment was made. Deliverables, equipment, components, materials and Services that do not conform to the requirements of this Agreement may be rejected by City and in such case must be replaced by Contractor without delay at no cost to the City.

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

3.3.4 **Invoice Format.** Invoices furnished by Contractor under this Agreement must be in a form acceptable to the Controller and City, and must include a unique invoice number. Payment shall be made by City specified in Section 3.3.6, or in such alternate manner as the Parties have mutually agreed upon in writing.

3.3.5 **Reserved. (LBE Payment and Utilization Tracking System)**

3.3.6 **Getting paid for goods and/or services from the City.**

(a) All City vendors receiving new contracts, contract renewals, or contract extensions must sign up to receive electronic payments through, the City's Automated Clearing House (ACH) payments service/provider. Electronic payments are processed every business day and are safe and secure. To sign up for electronic payments, visit www.sfgov.org/ach.

(b) The following information is required to sign up: (i) The enroller must be their company's authorized financial representative, (ii) the company's legal name, main telephone number and all physical and remittance addresses used by the company, (iii) the company's U.S. federal employer identification number (EIN) or Social Security number (if they are a sole proprietor), and (iv) the company's bank account information, including routing and account numbers.

3.3.7 Federal and/or State Funded Contracts.

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

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

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

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

3.4.2 The Director of Public Health or his / her designee may approve a waiver of the audit requirement in Section 3.4.1 above, if the contractual Services are of a consulting or personal services nature, these Services are paid for through fee for service terms which limit the City's risk with such contracts, and it is determined that the work associated with the audit would produce undue burdens or costs and would provide minimal benefits. A written request for a waiver must be submitted to the DIRECTOR ninety (90) calendar days before the end of the Agreement term or Contractor's fiscal year, whichever comes first.

3.4.3 Any financial adjustments necessitated by this audit report shall be made by Contractor to the City. If Contractor is under contract to the City, the adjustment may be made in the next subsequent billing by Contractor to the City, or may be made by another written schedule determined solely by the City. In the event Contractor is not under contract to the City, written arrangements shall be made for audit adjustments.

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

3.6 **Reserved. (Payment of Prevailing Wages)**

Article 4 Services and Resources

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

4.2 **Qualified Personnel.** Contractor shall utilize only competent personnel under the supervision of, and in the employment of, Contractor (or Contractor's authorized subcontractors) to perform the Services. Contractor will comply with City's reasonable requests regarding assignment and/or removal of personnel, but all personnel, including those assigned at City's request, must be supervised by Contractor. Contractor shall commit adequate resources to allow timely completion within the project schedule specified in this Agreement.

4.3 **Subcontracting.**

4.3.1 Contractor may subcontract portions of the Services only upon prior written approval of City. Contractor is responsible for its subcontractors throughout the course of the work

required to perform the Services. All Subcontracts must incorporate the terms of Article 10 “Additional Requirements Incorporated by Reference” of this Agreement, unless inapplicable. Neither Party shall, on the basis of this Agreement, contract on behalf of, or in the name of, the other Party. Any agreement made in violation of this provision shall be null and void.

4.3.2 City's execution of this Agreement constitutes its approval of the subcontractors listed below.

See Appendix B, Operating Expenses Detail pages for names of subcontractors.

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

4.4.1 **Independent Contractor.** For the purposes of this Article 4, "Contractor" shall be deemed to include not only Contractor, but also any agent or employee of Contractor. Contractor acknowledges and agrees that at all times, Contractor or any agent or employee of Contractor shall be deemed at all times to be an independent contractor and is wholly responsible for the manner in which it performs the services and work requested by City under this Agreement. Contractor, its agents, and employees will not represent or hold themselves out to be employees of the City at any time. Contractor or any agent or employee of Contractor shall not have employee status with City, nor be entitled to participate in any plans, arrangements, or distributions by City pertaining to or in connection with any retirement, health or other benefits that City may offer its employees. Contractor or any agent or employee of Contractor is liable for the acts and omissions of itself, its employees and its agents. Contractor shall be responsible for all obligations and payments, whether imposed by federal, state or local law, including, but not limited to, FICA, income tax withholdings, unemployment compensation, insurance, and other similar responsibilities related to Contractor's performing services and work, or any agent or employee of Contractor providing same. Nothing in this Agreement shall be construed as creating an employment or agency relationship between City and Contractor or any agent or employee of Contractor. Any terms in this Agreement referring to direction from City shall be construed as providing for direction as to policy and the result of Contractor's work only, and not as to the means by which such a result is obtained. City does not retain the right to control the means or the method by which Contractor performs work under this Agreement. Contractor agrees to maintain and make available to City, upon request and during regular business hours, accurate books and accounting records demonstrating Contractor's compliance with this section. Should City determine that Contractor, or any agent or employee of Contractor, is not performing in accordance with the requirements of this Agreement, City shall provide Contractor with written notice of such failure. Within five (5) business days of Contractor's receipt of such notice, and in accordance with Contractor policy and procedure, Contractor shall remedy the deficiency. Notwithstanding, if City believes that an action of Contractor, or any agent or employee of Contractor, warrants immediate remedial action by Contractor, City shall contact Contractor and provide Contractor in writing with the reason for requesting such immediate action.

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

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

4.5 **Assignment.** The Services to be performed by Contractor are personal in character and neither this Agreement nor any duties or obligations hereunder may be assigned or delegated by Contractor unless first approved by City by written instrument executed and approved in the same manner as this Agreement. Any purported assignment made in violation of this provision shall be null and void.

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

4.7 **Reserved. Liquidated Damages.**

Article 5 Insurance and Indemnity

5.1 **Insurance.**

5.1.1 **Required Coverages.** Without in any way limiting Contractor's liability pursuant to the "Indemnification" section of this Agreement, Contractor must maintain in force, during the full term of the Agreement, insurance in the following amounts and coverages:

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

(b) Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; policy must include Abuse and Molestation coverage.

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

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

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

5.1.2 Commercial General Liability and Commercial Automobile Liability Insurance policies must be endorsed to provide:

(a) Name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees.

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

5.1.3 All policies shall be endorsed to provide thirty (30) days' advance written notice to the City of cancellation for any reason, intended non-renewal, or reduction in coverages. Notices shall be sent to the City address set forth in Section 11.1, entitled "Notices to the Parties."

5.1.4 Should any of the required insurance be provided under a claims-made form, Contractor shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three years beyond the expiration of this Agreement, to the effect that, should occurrences during the contract term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.

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

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

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

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

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

5.2 Indemnification. Contractor shall indemnify and hold harmless City and its officers, agents and employees from, and, if requested, shall defend them from and against any and all claims, demands, losses, damages, costs, expenses, and liability (legal, contractual, or otherwise) arising from or in any way connected with any: (i) injury to or death of a person, including employees of City or Contractor; (ii) loss of or damage to property; (iii) violation of local, state, or federal common law, statute or regulation, including but not limited to privacy or personally identifiable information, health information, disability and labor laws or regulations; (iv) strict liability imposed by any law or regulation; or (v) losses arising from Contractor's execution of subcontracts not in accordance with the requirements of this Agreement applicable to subcontractors; so long as such injury, violation, loss, or strict liability (as set forth in subsections (i) – (v) above) arises directly or indirectly from Contractor's performance of this Agreement, including, but not limited to, Contractor's use of facilities or equipment provided by City or others, regardless of the negligence of, and regardless of whether liability without fault is imposed or

sought to be imposed on City, except to the extent that such indemnity is void or otherwise unenforceable under applicable law, and except where such loss, damage, injury, liability or claim is the result of the active negligence or willful misconduct of City and is not contributed to by any act of, or by any omission to perform some duty imposed by law or agreement on Contractor, its subcontractors, or either's agent or employee. Contractor shall also indemnify, defend and hold City harmless from all suits or claims or administrative proceedings for breaches of federal and/or state law regarding the privacy of health information, electronic records or related topics, arising directly or indirectly from Contractor's performance of this Agreement, except where such breach is the result of the active negligence or willful misconduct of City. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs and City's costs of investigating any claims against the City.

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

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

Article 6 Liability of the Parties

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

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

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

Article 7 Payment of Taxes

7.1 Except for any applicable California sales and use taxes charged by Contractor to City, Contractor shall pay all taxes, including possessory interest taxes levied upon or as a result of this Agreement, or the Services delivered pursuant hereto. Contractor shall remit to the State of California any

sales or use taxes paid by City to Contractor under this Agreement. Contractor agrees to promptly provide information requested by the City to verify Contractor's compliance with any State requirements for reporting sales and use tax paid by City under this Agreement.

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

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

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

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

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

Article 8 Termination and Default

8.1 Termination for Convenience

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

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

(a) Halting the performance of all Services under this Agreement on the date(s) and in the manner specified by City.

(b) Terminating all existing orders and subcontracts, and not placing any further orders or subcontracts for materials, Services, equipment or other items.

(c) At City's direction, assigning to City any or all of Contractor's right, title, and interest under the orders and subcontracts terminated. Upon such assignment, City shall have the right, in its sole discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.

(d) Subject to City's approval, settling all outstanding liabilities and all claims arising out of the termination of orders and subcontracts.

(e) Completing performance of any Services that City designates to be completed prior to the date of termination specified by City.

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

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

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

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

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

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

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

8.1.5 In arriving at the amount due to Contractor under this Section, City may deduct: (i) all payments previously made by City for Services covered by Contractor's final invoice; (ii) any claim which City may have against Contractor in connection with this Agreement; (iii) any invoiced costs or expenses excluded pursuant to the immediately preceding subsection 8.1.4; and (iv) in instances in which,

in the opinion of the City, the cost of any Service performed under this Agreement is excessively high due to costs incurred to remedy or replace defective or rejected Services, the difference between the invoiced amount and City’s estimate of the reasonable cost of performing the invoiced Services in compliance with the requirements of this Agreement.

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

8.2 Termination for Default; Remedies.

8.2.1 Each of the following shall constitute an immediate event of default (“Event of Default”) under this Agreement:

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

3.5	Submitting False Claims.	10.10	Alcohol and Drug-Free Workplace
4.5	Assignment	10.13	Working with Minors
Article 5	Insurance and Indemnity	11.10	Compliance with Laws
Article 7	Payment of Taxes	13.1	Nondisclosure of Private, Proprietary or Confidential Information
13.4	Protected Health Information	13.3	Business Associate Agreement

(b) Contractor fails or refuses to perform or observe any other term, covenant or condition contained in this Agreement, including any obligation imposed by ordinance or statute and incorporated by reference herein, and such default continues for a period of ten days after written notice thereof from City to Contractor.

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

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

8.2.2 On and after any Event of Default, City shall have the right to exercise its legal and equitable remedies, including, without limitation, the right to terminate this Agreement or to seek specific performance of all or any part of this Agreement. In addition, where applicable, City shall have the right (but no obligation) to cure (or cause to be cured) on behalf of Contractor any Event of Default;

Contractor shall pay to City on demand all costs and expenses incurred by City in effecting such cure, with interest thereon from the date of incurrence at the maximum rate then permitted by law. City shall have the right to offset from any amounts due to Contractor under this Agreement or any other agreement between City and Contractor: (i) all damages, losses, costs or expenses incurred by City as a result of an Event of Default; and (ii) any liquidated damages levied upon Contractor pursuant to the terms of this Agreement; and (iii), any damages imposed by any ordinance or statute that is incorporated into this Agreement by reference, or into any other agreement with the City.

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

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

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

8.4 **Rights and Duties upon Termination or Expiration.**

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

3.3.2	Payment Limited to Satisfactory Services	9.1	Ownership of Results
3.3.7(a)	Grant Funded Contracts - Disallowance	9.2	Works for Hire
3.4	Audit and Inspection of Records	11.6	Dispute Resolution Procedure
3.5	Submitting False Claims	11.7	Agreement Made in California; Venue
Article 5	Insurance and Indemnity	11.8	Construction
6.1	Liability of City	11.9	Entire Agreement
6.3	Liability for Incidental and Consequential Damages	11.10	Compliance with Laws
Article 7	Payment of Taxes	11.11	Severability
8.1.6	Payment Obligation	13.1	Nondisclosure of Private, Proprietary or Confidential Information
13.4	Protected Health Information	13.3	Business Associate Agreement

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

Agreement, and any completed or partially completed work which, if this Agreement had been completed, would have been required to be furnished to City.

Article 9 Rights In Deliverables

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

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

Article 10 Additional Requirements Incorporated by Reference

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

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

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

10.4 **Reserved.**

10.5 **Nondiscrimination Requirements**

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

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

10.6 Local Business Enterprise and Non-Discrimination in Contracting Ordinance. Contractor shall comply with all applicable provisions of Chapter 14B ("LBE Ordinance"). Contractor is subject to the enforcement and penalty provisions in Chapter 14B.

10.7 Minimum Compensation Ordinance. Contractor shall pay covered employees no less than the minimum compensation required by San Francisco Administrative Code Chapter 12P. Contractor is subject to the enforcement and penalty provisions in Chapter 12P. By signing and executing this Agreement, Contractor certifies that it is in compliance with Chapter 12P.

10.8 Health Care Accountability Ordinance. Contractor shall comply with San Francisco Administrative Code Chapter 12Q. Contractor shall choose and perform one of the Health Care Accountability options set forth in San Francisco Administrative Code Chapter 12Q.3. Contractor is subject to the enforcement and penalty provisions in Chapter 12Q.

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

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

Contractor agrees in the performance of this Agreement to maintain a drug-free workplace by notifying employees that unlawful drug use is prohibited and specifying what actions will be taken against employees for violations; establishing an on-going drug-free awareness program that includes employee notification and, as appropriate, rehabilitation. Contractor can comply with this requirement by implementing a drug-free workplace program that complies with the Federal Drug-Free Workplace Act of

1988 (41 U.S.C. § 701) [or California Drug-Free Workplace Act of 1990 Cal. Gov. Code, § 8350 et seq., if state funds involved].

10.11 **Limitations on Contributions.** By executing this Agreement, Contractor acknowledges that it is familiar with section 1.126 of the City’s Campaign and Governmental Conduct Code, which prohibits any person who contracts with the City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, or for a grant, loan or loan guarantee, from making any campaign contribution to (1) an individual holding a City elective office if the contract must be approved by the individual, a board on which that individual serves, or the board of a state agency on which an appointee of that individual serves, (2) a candidate for the office held by such individual, or (3) a committee controlled by such individual, at any time from the commencement of negotiations for the contract until the later of either the termination of negotiations for such contract or six months after the date the contract is approved. The prohibition on contributions applies to each prospective party to the contract; each member of Contractor’s board of directors; Contractor’s chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 20 percent in Contractor; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Contractor. Contractor must inform each such person of the limitation on contributions imposed by Section 1.126 and provide the names of the persons required to be informed to City.

10.12 **Reserved. (Slavery Era Disclosure)**

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

10.14 **Consideration of Criminal History in Hiring and Employment Decisions**

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

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

10.15 **Public Access to Nonprofit Records and Meetings.** If Contractor receives a cumulative total per year of at least \$250,000 in City funds or City-administered funds and is a non-profit organization as defined in Chapter 12L of the San Francisco Administrative Code, Contractor must comply with the City's Public Access to Nonprofit Records and Meetings requirements, as set forth in Chapter 12L of the San Francisco Administrative Code, including the remedies provided therein.

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

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

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

10.19 **Reserved. (Preservative Treated Wood Products)**

Article 11 General Provisions

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

To CITY:	Office of Contract Management and Compliance Department of Public Health 1380 Howard Street, Room 420B San Francisco, California 94103	Tel.: (415) 255-3490 e-mail: annalie.eusebio@sfdph.org
And:	Mario Hernandez, Program Manager Contract Development and Technical Assistance 1380 Howard Street, 5 th Floor San Francisco, CA 94103	Tel: (415) 255-3503 e-mail: mario.hernandez@sfdph.org
To CONTRACTOR:	Herbert K. Hatanaka, Executive Director Special Service for Groups, Inc. 905 East 8 th Street Los Angeles, CA 940021	Tel: (213) 553-1800 e-mail: ssg@ssg.org

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

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

11.3 **Reserved.**

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

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

11.6 **Dispute Resolution Procedure.**

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

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

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

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

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

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

11.10 Compliance with Laws. Contractor shall keep itself fully informed of the City's Charter, codes, ordinances and duly adopted rules and regulations of the City and of all state, and federal laws in any manner affecting the performance of this Agreement, and must at all times comply with such local codes, ordinances, and regulations and all applicable laws as they may be amended from time to time.

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

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

11.13 Order of Precedence. Contractor agrees to perform the services described below in accordance with the terms and conditions of this Agreement, implementing task orders, any RFPs, and any Contractor's proposals. RFPs and Contractor's proposals are incorporated by reference as though fully set forth herein. Should there be a conflict of terms or conditions, this Agreement and any implementing task orders shall control over the RFP and the Contractor's proposal.

Article 12 Department Specific Terms

12.1 Third Party Beneficiaries.

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

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

12.3 Certification Regarding Lobbying.

CONTRACTOR certifies to the best of its knowledge and belief that:

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

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

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

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

12.4 Materials Review.

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

12.5 Emergency Response.

CONTRACTOR will develop and maintain an Agency Disaster and Emergency Response Plan containing Site Specific Emergency Response Plan(s) for each of its service sites. The agency-wide plan should address disaster coordination between and among service sites. CONTRACTOR will update the Agency/site(s) plan as needed and CONTRACTOR will train all employees regarding the provisions of the plan for their Agency/site(s). CONTRACTOR will attest on its annual Community Programs' Contractor Declaration of Compliance whether it has developed and maintained an Agency Disaster and

Emergency Response Plan, including a site specific emergency response plan for each of its service site. CONTRACTOR is advised that Community Programs Contract Compliance Section staff will review these plans during a compliance site review. Information should be kept in an Agency/Program Administrative Binder, along with other contractual documentation requirements for easy accessibility and inspection.

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

Article 13 Data and Security

13.1 Nondisclosure of Private, Proprietary or Confidential Information.

13.1.1 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 In the performance of Services, Contractor may have access to City's proprietary or confidential information, the disclosure of which to third parties may damage City. If City discloses proprietary or confidential information to Contractor, 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 Healthcare 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) (04-12-2018)
 1. SFDPH Attestation 1 PRIVACY (06-07-2017)
 2. SFDPH Attestation 2 DATA SECURITY (06-07-2017)

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

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

Appendix E and attestations are not required.

This option requires review and approval from the Office of Compliance and Privacy Affairs.

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

Article 14 MacBride And Signature

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

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

CITY

CONTRACTOR

Recommended by:

Special Service for Groups, Inc.


Date


Date

Grant Colfax, MD
Director of Health
Department of Public Health

Herbert K. Hatanaka
Executive Director
905 East 8th Street
Los Angeles, CA 90021

Supplier ID: 0000010665

Approved as to Form:

Dennis J. Herrera
City Attorney

By: 
Date

Deputy City Attorney

Approved:


Date

Alaric Degrafinried
Director of the Office of Contract Administration, and
Purchaser

- A: Scope of Services
- B: Calculation of Charges
- C: Reserved (Insurance Waiver)
- D: Reserved (formerly "Additional Terms")
- E: SFDPH Business Associate Agreement (BAA) & Attestations
- F: Invoice
- G: Dispute Resolution Procedure for Health and Human Services Nonprofit Contractors
- H: Privacy Policy Compliance Standards
- I: The Declaration of Compliance
- J: Substance Use Disorder Services

Received By:
MAY 14 '19 PM 4:47
Purchasing Department

Appendix A
Scope of Services – DPH Behavioral Health Services

1. Terms

- | | |
|---|---|
| A. Contract Administrator | N. Patients' Rights |
| B. Reports | O. Under-Utilization Reports |
| C. Evaluation | P. Quality Improvement |
| D. Possession of Licenses/Permits | Q. Working Trial Balance with Year-End Cost Report |
| E. Adequate Resources | R. Harm Reduction |
| F. Admission Policy | S. Compliance with Behavioral Health Services Policies and Procedures |
| G. San Francisco Residents Only | T. Fire Clearance |
| H. Grievance Procedure | U. Clinics to Remain Open |
| I. Infection Control, Health and Safety | V. Compliance with Grant Award Notices |
| J. Aerosol Transmissible Disease Program, Health and Safety | |
| K. Acknowledgement of Funding | 2. Description of Services |
| L. Client Fees and Third Party Revenue | 3. Services Provided by Attorneys |
| M. DPH Behavioral Health (BHS) Electronic Health Records (EHR) System | |

1. Terms

A. Contract Administrator:

In performing the Services hereunder, Contractor shall report to Mario Hernandez, Program Manager, Contract Administrator for the City, or his / her designee.

B. Reports:

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

C. Evaluation:

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

D. Possession of Licenses/Permits:

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

E. Adequate Resources:

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

F. Admission Policy:

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

G. San Francisco Residents Only:

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

H. Grievance Procedure:

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

I. Infection Control, Health and Safety:

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

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

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

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

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

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

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

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

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

J. Aerosol Transmissible Disease Program, Health and Safety:

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

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

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

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

K. Acknowledgment of Funding:

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

L. Client Fees and Third Party Revenue:

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

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

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

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

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

N. Patients' Rights:

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

O. Under-Utilization Reports:

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

P. Quality Improvement:

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

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

Q. Working Trial Balance with Year-End Cost Report

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

R. Harm Reduction

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

S. Compliance with Behavioral Health Services Policies and Procedures

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

T. Fire Clearance

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

U. Clinics to Remain Open:

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

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

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

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

V. Compliance with Grant Award Notices:

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

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

2. Description of Services

Contractor agrees to perform the following Services:

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

Detailed description of services are listed below and are attached hereto

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

Appendix A-2 Occupational Therapy Training Program (OTTP) – Intensive Supervision & Clinical Services (ISCS)

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

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

Contractor Name: Special Service for Groups, Inc.

City Fiscal Year: 2018-2019

Contract ID #: 1000011457

Appendix A- 1

July 1, 2018

1. **Program Name: Occupational Therapy Training Program-Outpatient Services**
425 Divisadero Street, Suite 300
San Francisco, CA 94117
Telephone: (415) 551-0975
Website address: www.ottp-sf.org
Facsimile: (415) 551-1763
Program Code: 38GB2 (OTTP-OP)

2. **Nature of Document (check one)**

New Renewal Modification

3. **Goal Statement**

To provide cultural and age-appropriate interventions to school-aged children in order to reduce their symptomatic behaviors and improve their overall functioning in school, their homes, and community.

4. **Target Population**

OTTP will target 85 clients between the ages of 5-21 or up to age 22 if the client is also an ERMHS client. All must meet medical necessity requirements and require specialty mental health services. All youth are Medi-Cal recipients who need these therapeutic services in order to address significant problems with functioning. OTTP services include individual, group, psychotherapy, case management and collateral services.

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

OTTP's program is very unique in that it utilizes a multi-disciplinary team comprised of licensed and registered social workers, MFTs, and licensed occupational therapists who conduct community-based interventions. Our therapists have extensive training in providing mental health therapy to children with the following disorders: ADHD, ADD, depression, suicide ideation, anxiety, bipolar disorders, impulse control disorders, post-traumatic stress disorder, and adjustment disorders. Our team will work closely with care managers, parents and school staff, and will serve as advocates for each child. Our occupational therapists will consult with teachers on an ongoing basis to ensure that recommended behavioral strategies are carried over into the classroom environment and that adaptations and compensatory strategies are made as necessary to promote successful performance in all academic tasks. Each child will be viewed in a holistic manner and strength-based therapeutic interventions will be conducted to enable each child to achieve important developmental milestones.

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

5. Modality(ies)/Interventions

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

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

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

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

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

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

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

6. Methodology

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

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

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

Many of our youth are referred by parents/guardians, principals, teachers, counselors, social workers and professionals from community based organizations. OTTP assesses the child and family, determines Medi-Cal eligibility, determines medical necessity for Medi-Cal specialty mental health services and functional impairments, and begins treatment services, if appropriate. Each youth may then receive individual therapy, group therapy, psychotherapy and family therapy on a weekly basis. Type, level of intensity and duration of service is determined by the CANS and POC. Should a youth and his/her family require either more intensive or less intensive duration of services, each situation is addressed on an individual basis by the PURCQ committee to meet their plan of care goals. For those youth referred by care managers at the Community Clinics, occupational therapy individual intervention may be added on to the Plan of Care so that OT services may be initiated. Clients may also be referred from the clinic for full scope mental health services at OTTP.

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

OTTP works in collaboration with the principals at each school site, the student support professionals, teachers and counselors, and staff from the Community Clinics and various community based organizations. Specialty mental health services may be offered during the school day, when appropriate, or after school. OTTP's multidisciplinary team of clinical social workers and occupational therapists provide services to youth and their families aimed at reducing psychiatric symptoms and improving functioning at school, in the community, and at home. Services consist of weekly individual therapy and/or weekly group therapy, depending on the needs of the client, which consist of culturally sensitive interventions focusing on such skills as anger management, stress management, communication skills, social skills, and coping skills. Individual and group sessions vary in duration from half an hour up to two hours of therapeutic intervention. Additionally, OTTP makes classroom observations and interventions, collaborates with school staff, participates in IEP meetings and SAP meetings, and provides referrals as needed to a variety of community resources. Ongoing communication with teachers is a critical component of the treatment process in order to educate school staff on the child's needs and to consult with them about suggested modifications to instruction. Likewise, clear communication with the parents/guardians occurs on an ongoing basis to enhance family relations and to increase the child's likelihood for successful achievement towards the goals established in the plan of care. Parent education/support groups are also formed/conducted on an as-needed basis. The information gathered in the CANS assessment (either by OTTP clinicians or the Community Clinic clinicians) is used to formulate the treatment plan of care and the discharge plan. Clients' problem areas and challenges are identified in the CANS assessment and a comprehensive summary is produced in a report. The summary identifies the areas of need which are then translated into specific treatment plan goals. Once the client meets majority or all of their treatment plan goals, they are ready for discharge.

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

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

E. Describe your program's staffing.

Please see Appendix B

7. Objectives and Measurements

"All objectives, and descriptions of how objectives will be measured, are contained in the BHS document entitled Performance Objectives FY 18-19".

8.B. Continuous Quality Improvement

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

A. Achievement of contract performance objectives and productivity

OTTP follows all Performance Objectives that are contained in the BHS document entitled "Performance Objectives FY 18-19". OTTP's Clinical Director ensures that each member of the CQI team has a copy of these performance objectives, which are reviewed on an ongoing basis to ensure contract compliance. Additionally, the CQI team receives an electronic productivity spreadsheet weekly to review units of service delivered to date to ensure that productivity standards are being upheld. Our CYI team meets monthly to review PURQC and files all meeting notes.

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

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

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

C: Measurement of cultural competency of staff and service

OTTP retains and promotes diverse staff that represents demographic and linguistic characteristics of the youth and families that we serve and possess cultural competency skills. OTTP staff attends one cultural competency training annually and all have been trained in trauma informed care. Ongoing trainings include those offered through the San Francisco Department of Children, Youth and their Families. Additionally, all staff members are licensed occupational therapists and registered or licensed clinical social workers and marriage and family therapists that stay current in their practice by presenting at and attending state and national trainings that are offered through professional organizations, including the National Association of Social Workers, the Psychiatric Occupational

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

As needed, OTTP provides clients with linguistically competent material through translating documents and materials as well as offering interpretations services. OTTP obtains translation materials and interpretation services based on client need from staff and volunteers such as teachers, as well as partnering with programs who offer language-specific materials. OTTP also conducts focus groups as part of our efforts to remain culturally competent, in order to obtain feedback from the consumers/youth and their families that we serve in our mental health programs. OTTP is committed to providing services to diverse populations as well as representing these populations in service providing roles such as the San Francisco Advisory Board, staff and volunteers. This commitment is demonstrated in the diversity of language and culture of the current Board, staff and volunteers as well as the mission of SSG and OTTP. OTTP strives to meet the language and cultural needs of the clients demonstrated by increasing the language capacity of clinical staff year to include Mandarin, Cantonese and Spanish.

D. Measurement of client satisfaction

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

E. Measurement, analysis, and use of CANS

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

9. Required Language

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

Contractor Name: Special Service for Groups, Inc.

City Fiscal Year: 2018-2019

Contract ID #: 1000011457

Appendix A- 2

July 1, 2018

1. Program Name: Occupational Therapy Training Program-Intensive Supervision & Clinical Services (OTTP-ISCS)√

Program Address: 425 Divisadero Street, Suite 300

City, State, Zip Code: San Francisco, CA 94117

Telephone: (415) 551-0975

Website: www.ottp-sf.org

Facsimile: (415) 551-1763

Program Code: 38GB3 (OTTP-ISCS)

2. Nature of Document (check one)

New Renewal Modification

3. Goal Statement

The Occupational Therapy Training Program-Intensive Supervision & Clinical Services (OTTP-ISCS) program will provide cultural and linguistically appropriate clinical case management services to help reduce the likelihood of inappropriate or premature removal of the client from his/her normal setting/community to more restrictive and costly placements. OTTP intensive supervision and clinical services empower the client to take charge of his/her life through informed decision-making consistent with their goals/personal milestones.

3. Target Population

The target population is twenty (20) youth involved in the juvenile justice system annually, ages 14-18 who are Medi-Cal eligible with a DSM-V diagnosis and a functional impairment in school, home and community environment commensurate with his/her age and developmental level. Youth who are referred for substance abuse prevention and treatment may be enrolled in TRACK. Referrals will be generated from SF AIM Higher, SFUSD, the juvenile court system, the Success Center, Juvenile Justice Center (JJC) and various community partners. The youth reside in the neighborhoods of the highest crime rates, including Bayview/Hunters Point (94124), Mission (94110), Visitation Valley (94134), and the Western Addition (94115).

4. Modality(ies)/Interventions

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

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

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

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

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

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

5. Methodology

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

OTTP-ISCS works closely with SFUSD, community partners, probation officers, judges, public defenders, the Success Center, and JJC to obtain necessary referrals and serves as the single point of contact for youth to receive a thorough assessment followed by clinical case management services. In the event that our youth need medication or psychiatric services, OTTP works closely with Doctor Stephen Wu, Child and Adolescent Psychiatrist, Medical Director of the Family Mosaic Project. OTTP staff conducts frequent in-services and trainings to San Francisco agencies to provide education on occupational therapy intervention with high-risk youths and attend agency meetings to enhance cooperation and coordination amongst agencies providing services to probation youth. OTTP is a member of various coalitions including Mo Magic, B Magic, and the Juvenile Justice Providers Association and promotes our unique services in these meetings.

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

OTTP has targeted twenty (20) youth annually for Intensive Supervision & Clinical Services. All referrals are screened to meet EPSDT Medi-Cal eligibility and must possess a DSM-V diagnosis and a functional impairment in school, home, and community environment commensurate with his/her age and development level. Initial referrals come from Probation through detention, either from JJC or SF AllIM Higher. Approximately 55% of the youths must have Medi-Cal, whereas the other youths are not enrolled in Medi-Cal, but must demonstrate medical necessity for clinical case management services

In the event that after screening it is determined that a youth does not meet the criteria for ISCS service, referrals are made to other appropriate programs. The youth may be referred to a GED program, the OTTP’s internal TAY Employment Services Program through Department of Rehabilitation, the private sector for employment or to community based organizations that meet the youth’s needs. All client referrals include parent/guardian contact information, as well as the client’s Medi-Cal number (for those clients with Medi-Cal) in order to ensure a smooth transition and points of contact to verify Medi-Cal eligibility and parent’s/guardian’s consent for services. Once the information is cleared and client and family are ready to participate, an OTTP clinician meets with the parents/guardians to complete all necessary paperwork and to answer any questions about the program. A second meeting is then scheduled, when the client is assessed by an OTTP licensed clinician utilizing the Child and Adolescent Needs and Strengths Methodology (CANS) assessment.

C. Describe your program’s service delivery model and how each service is delivered, e.g. phases of treatment, hours of operation, length of stay, locations of service delivery, frequency and duration of

service, strategies for service delivery, wrap-around services, etc. Discuss how the CANS data is used to inform treatment and discharge.

Services will initially be conducted either at JJC, community centers, the youth's home, or OTTP office. The Juvenile Justice Center (JJC) is located in the Twin Peaks community of San Francisco on the juvenile hall campus, where youth and their parents/guardians and probation officers meet to initiate services. Services may also be initiated at OTTP's main office, located in the NOPA district. After the initial meeting to obtain consent from the parents/guardians, and the follow-up meeting to complete the CANS assessment with the youth, OTTP's therapists will meet with the youth in various settings. These include JJC, OTTP's main office site located in NOPA, the youth's high school setting, employment sites, their home, and at various sites within their communities.

After a mental health diagnosis is determined to meet Medi-Cal eligibility and necessity, an individualized Plan of Care (POC) will be developed to identify client-centered goals. A team comprised of a licensed occupational therapist, clinical social worker, MFT and Case Manager will begin to work with the client to provide individual clinical case management interventions aimed at overcoming barriers that are hindering success at home, in school, or functioning in the community. OTTP therapist aims to meet with the youth for a minimum of three hours weekly initially, which may be decreased as progress is demonstrated on plan of care goals. The information gathered in the CANS assessment is used to formulate the treatment plan of care and the discharge plan. Clients' strengths, problem areas and challenges are identified in the CANS assessment and a summary is produced in a narrative report. The summary identifies the areas of need which are then translated into specific treatment plan goals. Once the client meets majority or treatment plan goals, they are ready for discharge.

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

Throughout the treatment process, OTTP's multidisciplinary team meets regularly with the client, probation staff, counselors, professionals from other community-based organizations, and parents/guardians to monitor the client's behavior in all settings and to review progress made towards the goals identified in the client's plan of care. Formal and informal assessments along with clinical observations are utilized to determine each client's progress towards goals and decrease in psychiatric symptoms. Clients are discharged when they have met their goals in their plan of care and have demonstrated a decrease in functional impairment. Ultimately, it must be determined that functional impairments have less impact on the client's life and his/her families' life and that the goals in the plan of care have been met. OTTP will follow SF BHS CYF SOC (Service Intensive Guidelines).

- E. Describe your program's staffing.
Please see Appendix B for ISCS staffing

Objectives and Measurements

"All objectives and descriptions of how objectives will be measured are contained in the CBHS document entitled Performance Objectives FY 18-19".

8. Continuous Quality Improvement

OTTP will follow SF CBHS QI plan to ensure the quality of service delivery. OTTP's Continuous Quality Improvement (CQI) Committee is composed of staff from all disciplines including LCSW, MFT, MSW, and OTR/L. The CQI works to (1) define and select specific indicators and measures of outcomes identified in the

performance/outcome objectives, and (2) provide evaluation instruments to document progress towards these outcomes, including a satisfaction survey by which clients and their families can evaluate the services rendered by OTTP. The CQI meets weekly to discuss progress towards meeting the established goals and objectives and identifies necessary modifications to program services based on data and feedback provided by program staff. The CQI Committee conducts an annual review of its activities.

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

To ensure quality documentation of all services rendered, OTTP's Clinical Director, LCSW, or the team Supervisor, a Clinical Social Worker, reviews documentation in AVATAR with the clinicians during weekly supervision. Furthermore, OTTP's team of clinicians review client charts on a monthly basis to ensure that all documentation is timely, in the file, and that signatures are complete.

To obtain performance outcomes, program staff will (1) collect demographic characteristics and clinical history during the CANS assessment, (2) document proposed activities and outcomes in the Plan of Care (POC) for each client, developed with full participation of the client and his/her family and modified back on client's progress and their emerging needs, (3) document services and referral provided in case files, including dates, objectives, types, results, and next steps, and (4) track progress towards OTTP outcomes with evaluation instruments designated by OTTP's CQI Committee.

9. Required Language

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

Contractor Name: Special Service for Groups, Inc.

City Fiscal Year: 2018-2019

Contract ID #: 1000011457

Appendix A- 3

July 1, 2018

1. **Program Name:** Family Mosaic Services
Program Address: 425 Divisadero Street, Suite 300
City, State, Zip Code: San Francisco, CA 94117
Telephone: (415) 551-0975
Website: www.ottp-sf.org
Facsimile: (415) 551-1763
Program Code: 38GB4 (OTTP-FMP)

2. **NATURE OF DOCUMENT**

New Renewal Modification

3. **GOAL STATEMENT**

To provide occupational therapy assessment and individual and group intervention focusing on life skills, social skills and vocational skills for severely emotionally disturbed adolescents who are clients of the Family Mosaic Project.

4. **TARGET POPULATION**

OTTP-Family Mosaic Services (OTTP-FMP) will target 20 youth for this program. The population served is Seriously Emotionally Disturbed adolescents between the ages of 12 and 18 years of age who are clients of the Family Mosaic Project. OTTP may also serve the parents/guardians of our FMP clients who are referred for services.

5. **MODALITIES/INTERVENTIONS**

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

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

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

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

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

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

6. METHODOLOGY

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

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

In addition to the above outreach and promotional activities, OTTP recruits a significant number of participants through referral relationships with local school, agencies, and community organizations. OTTP has a current MOU with SFUSD, and works with schools throughout the district. OTTP collaborates with these school sites to identify and treat children and youth with medical necessity for Medi-Cal specialty mental health services and functional impairments. OTTP conducts outreach to the principal, teachers and counselors at these schools and to the families and foster families of the participants to generate referrals. To reach juvenile justice-involved youth, OTTP works closely with probation officers, judges, public defenders, and JJC to obtain referrals. OTTP has developed positive relationships with relevant staff in each of these departments/settings that lead to consistent referrals and collaboration. OTTP services are designed to maximize client engagement and retention.

The program provides most therapeutic services in the community and in locations convenient for children, youth, and their families, which alleviates the substantial barrier of transportation issues, and integrates services into regular daily lives. At the same time, the interventions themselves emphasize fully engaging youth and ultimately retaining them throughout the program. Individualized services are tailored to each participant's strengths and needs to enhance the relevance of the interventions to a participant's unique situation.

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

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

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

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

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

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

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

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

Pursuing occupational/ vocational goals. OTTP staff work with each client to explore personal and occupational/vocational goals. Students focus on specific performance skills with the OT, and explore individual activities and community programs related to his/her interests and goals. Students may work on personal,

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

Work experience/job placement. OTTP has partnered with the Japanese Community Youth Program (JCYC) Youth Works Program for the past ten years to operate its Vocational Training and Employment Program (VTEP). Youth referred by FMP Care Coordinators for OT intervention and work placement are placed in work sites compatible with their interests, skills and abilities. OTTP will work closely with mentors at each site to ensure a successful experience for both the supervisor and youth participant. OTTP also operates a TAY Employment Program funded by the Department of Rehabilitation and offers our FMP clients employment services when this particular program meets their individual needs. They may participate in our Individualized Placement Support (IPS) services for rapid job search when this approach is therapeutically appropriate to meet their needs.

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

In addition to serving FMP youth, our practitioners may also serve the families of our clients. OTTP's licensed Occupational Therapists (OTR/Ls) can engage the families of FMP youth, with a focus of parents/guardians in 6 categories of services to strengthen their capacity to fulfill their role as caregiver and provider, detailed below. Clinicians will meet parents/guardians at the FMP office, OTTP office or other community location to provide services.

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

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

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

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

5.) Therapeutic Yoga: Several of OTTP's clinicians are certified yoga teachers through the Yoga Alliance, with advanced training in therapeutic yoga. We will tailor each yoga class to address the client's personal goals for increased well-being. It is recommended that clients attend classes in our light-filled, peaceful studio, where we have equipment and props. They may also be arranged outdoors or at the client's home on an as needed basis

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

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

7. OBJECTIVES AND MEASUREMENTS

"All objectives, and descriptions of how objectives will be measured, are contained in the BHS document entitled Performance Objectives FY 18-19"

8. CONTINUOUS QUALITY IMPROVEMENT

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

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

Contractor Name: Special Service for Groups, Inc.

City Fiscal Year: 2018-2019

Contract ID #: 1000011457

Appendix A- 3

July 1, 2018

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

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

9. Required Language

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

Appendix B Calculation of Charges

1. Method of Payment

A. Invoices furnished by CONTRACTOR under this Agreement must be in a form acceptable to the Contract Administrator and the CONTROLLER and must include the Contract Progress Payment Authorization number or Contract Purchase Number. All amounts paid by CITY to CONTRACTOR shall be subject to audit by CITY. The CITY shall make monthly payments as described below. Such payments shall not exceed those amounts stated in and shall be in accordance with the provisions of Section 5, COMPENSATION, of this Agreement.

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

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

CONTRACTOR shall submit monthly invoices in the format attached, Appendix F, and in a form acceptable to the Contract Administrator, by the fifteenth (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) 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) Fee For Service Reimbursement:

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

(2) Cost Reimbursement:

A final closing invoice, clearly marked "FINAL," shall be submitted no later than forty-five (45) calendar days following the closing date of each fiscal year of the Agreement, and shall include only those costs incurred during the referenced period of performance. If costs are not invoiced during this period, all unexpended funding set aside for this Agreement will revert to CITY.

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

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

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

2. Program Budgets and Final Invoice

A. Programs listed below:

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

Appendix B-2 Occupational Therapy Training Program (OTTP) – Intensive Supervision & Clinical Services (ISCS)

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

B. Compensation

Compensation shall be made in monthly payments on or before the 30th day after the DIRECTOR, in his or her sole discretion, has approved the invoice submitted by CONTRACTOR. The breakdown of costs and sources of revenue associated with this Agreement appears in Appendix B, Cost Reporting/Data Collection (CR/DC) and Program Budget, attached hereto and incorporated by reference as though fully set forth herein. The maximum dollar obligation of the CITY under the terms of this Agreement shall not exceed **Eight Million Eighty Three Thousand Six Hundred Four Dollars (\$8,083,604)** for the period of **July 1, 2018 through June 30, 2022**.

CONTRACTOR understands that, of this maximum dollar obligation, **(\$866,100)** is included as a contingency amount and is neither to be used in Appendix B, Budget, or available to CONTRACTOR without a modification to this Agreement executed in the same manner as this Agreement or a revision to Appendix B, Budget, which has been approved by the Director of Health. CONTRACTOR further understands that no payment of any portion of this contingency amount will be made unless and until such modification or budget revision has been fully approved and executed in accordance with applicable CITY and Department of Public Health laws, regulations and policies/procedures and certification as to the availability of funds by the Controller. CONTRACTOR agrees to fully comply with these laws, regulations, and policies/procedures.

(1) For each fiscal year of the term of this Agreement, CONTRACTOR shall submit for approval of the CITY's Department of Public Health a revised Appendix A, Description of Services, and a revised

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

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

July 1, 2018 through June 30, 2019	\$	1,804,376
July 1, 2019 through June 30, 2020	\$	1,804,376
July 1, 2020 through June 30, 2021	\$	1,804,376
July 1, 2021 through June 30, 2022	\$	1,804,376
Subtotal - July 1, 2018 through June 30, 2022	\$	7,217,504
Contingency	\$	866,100
TOTAL - July 1, 2018 through June 30, 2022	\$	8,083,604

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

To provide for continuity of services while a new agreement was developed, the Department of Public Health established a contract with Special Service for Groups, Inc., FSP Contract ID #1000007774 for the same services and for a contract term which partially overlaps the term of this new agreement. The existing contract shall be superseded by this new agreement, effective the first day of the month following the date upon which the Controller's Office certifies as to the availability of funds for this new agreement.

3. Services of Attorneys

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

4. State or Federal Medi-Cal Revenues

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

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

5. Reports and Services

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

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

DHCS Legal Entity Number: 00214				Appendix Number: B			
Legal Entity Name/Contractor Name: Special Service for Groups				Page Number: 5			
Contract ID Number: 1000011457				Fiscal Year: 2018-2019			
				Funding Notification Date: 12/04/2018			
Appendix Number	B-1	B-2	B-3	B-#	B-#	B-#	
Provider Number	38KZ	38KZ	38KZ				
Program Name	OTTP-OP	OTTP-ISCS	OTTP-FMP				
Program Code	38KZ2	38KZ3	38KZ4				
Funding Term	7/1/18 - 6/30/19	7/1/18 - 6/30/19	7/1/18 - 6/30/19				
FUNDING USES							TOTAL
Salaries	\$ 859,258	\$ 245,418	\$ 123,206				\$ 1,227,882
Employee Benefits	\$ 195,911	\$ 61,275	\$ 31,098				\$ 288,284
Subtotal Salaries & Employee Benefits	\$ 1,055,169	\$ 306,693	\$ 154,304	\$ -	\$ -	\$ -	\$ 1,516,166
Operating Expenses	\$ 110,780	\$ 40,278	\$ 19,021				\$ 170,079
Capital Expenses	\$ -	\$ -	\$ -				\$ -
Subtotal Direct Expenses	\$ 1,165,949	\$ 346,971	\$ 173,325	\$ -	\$ -	\$ -	\$ 1,686,245
Indirect Expenses	\$ 81,697	\$ 24,295	\$ 12,139				\$ 118,131
Indirect %	7.0%	7.0%	7.0%	0.0%	0.0%	0.0%	7.0%
TOTAL FUNDING USES	\$ 1,247,646	\$ 371,266	\$ 185,464	\$ -	\$ -	\$ -	\$ 1,804,376
						Employee Benefits Rate	23.5%
BHS MENTAL HEALTH FUNDING SOURCES							
MH CYF Fed SDMC FFP (50%)	\$ 567,844	\$ 99,868					\$ 667,712
MH CYF State 2011 PSR-EPSDT	\$ 433,258	\$ 65,132					\$ 498,390
MH WO DCYF Violence Prevention		\$ 135,175					\$ 135,175
MH CYF Family Mosaic Capitated Medi-Cal			\$ 134,500				\$ 134,500
MH MHSA (CYF)			\$ 43,080				\$ 43,080
MH CYF County Local Match	\$ 134,584	\$ 34,736					\$ 169,320
MH CYF County General Fund	\$ 12,707	\$ 32,976	\$ 7,884				\$ 53,567
MH CYF County General Fund	\$ 28,253						\$ 28,253
MH CYF County General Fund	\$ 71,000						\$ 71,000
MH CYF County GF WO CODB		\$ 3,379					\$ 3,379
TOTAL BHS MENTAL HEALTH FUNDING SOURCES	\$ 1,247,646	\$ 371,266	\$ 185,464	\$ -	\$ -	\$ -	\$ 1,804,376
BHS SUD FUNDING SOURCES							
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
TOTAL BHS SUD FUNDING SOURCES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
OTHER DPH FUNDING SOURCES							
							\$ -
							\$ -
							\$ -
TOTAL OTHER DPH FUNDING SOURCES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL DPH FUNDING SOURCES	\$ 1,247,646	\$ 371,266	\$ 185,464	\$ -	\$ -	\$ -	\$ 1,804,376
NON-DPH FUNDING SOURCES							
							\$ -
							\$ -
TOTAL NON-DPH FUNDING SOURCES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL FUNDING SOURCES (DPH AND NON-DPH)	\$ 1,247,646	\$ 371,266	\$ 185,464	\$ -	\$ -	\$ -	\$ 1,804,376

Prepared By Ligia Taylor

Phone Number 925-948-5779

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

DHCS Legal Entity Number: 00214				Appendix Number: B-1		
Provider Name: OTTP				Page Number: 1		
Provider Number: 38KZ				Fiscal Year: 2018-2019		
				Funding Notification Date: 12/04/2018		
Program Name	OTTP-OP	OTTP-OP	OTTP-ISCS			
Program Code	38KZ2	38KZ2	38KZ2			
Mode/SFC (MH) or Modality (SUD)	15/01-09	15/10-57, 59	15/60-69			
Service Description	OP-Case Mgt Brokerage	OP-MH Svcs	OP-Medication Support			
Funding Term (mm/dd/yy-mm/dd/yy):	7/1/18 - 6/30/19	7/1/18 - 6/30/19	7/1/18 - 6/30/19			
FUNDING USES						TOTAL
Salaries & Employee Benefits	93,406	948,979	12,784			1,055,169
Operating Expenses	7,208	69,627	33,945			110,780
Capital Expenses	-	-	-			-
Subtotal Direct Expenses	100,614	1,018,606	46,729	-	-	1,165,949
Indirect Expenses	7,051	71,375	3,271			81,697
TOTAL FUNDING USES	107,665	1,089,981	50,000	-	-	1,247,646
BHS MENTAL HEALTH FUNDING SOURCE	Dept-Auth-Proj-Activity					
MH CYF Fed SDMC FFP (50%)	251962-10000-10001670-0001	51,784	491,060	25,000		567,844
MH CYF State 2011 PSR-EPSDT	251962-10000-10001670-0001	38,326	369,932	25,000		433,258
MH CYF County Local Match	251962-10000-10001670-0001	13,458	121,126			134,584
MH CYF County General Fund	251962-10000-10001670-0001	1,271	11,436			12,707
MH CYF County General Fund	251962-10000-10001670-0001	2,826	25,427			28,253
MH CYF County General Fund	251962-10000-10001670-0001		71,000			71,000
This row left blank for funding sources not in drop-down list						
TOTAL BHS MENTAL HEALTH FUNDING SOURCES		107,665	1,089,981	50,000	-	-
BHS SUD FUNDING SOURCES	Dept-Auth-Proj-Activity					
						-
						-
						-
This row left blank for funding sources not in drop-down list						
TOTAL BHS SUD FUNDING SOURCES		-	-	-	-	-
OTHER DPH FUNDING SOURCES	Dept-Auth-Proj-Activity					
						-
						-
This row left blank for funding sources not in drop-down list						
TOTAL OTHER DPH FUNDING SOURCES		-	-	-	-	-
TOTAL DPH FUNDING SOURCES		107,665	1,089,981	50,000	-	-
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)		107,665	1,089,981	50,000	-	-
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	Fee-For-Service (FFS)	Fee-For-Service (FFS)	Fee-For-Service (FFS)			
DPH Units of Service	50,547	396,357	8,726			
Unit Type	Staff Minute	Staff Minute	Staff Minute	0	0	
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES ONLY)	\$ 2.13	\$ 2.75	\$ 5.73	\$ -	\$ -	
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)	\$ 2.13	\$ 2.75	\$ 5.73	\$ -	\$ -	
Published Rate (Medi-Cal Providers Only)	\$ 2.13	\$ 2.75	\$ 5.73			
Unduplicated Clients (UDC)	90	90	10			Total UDC 90

Appendix B - DPH 3: Salaries & Employee Benefits Detail

Program Name: OTTP-OP
 Program Code: 38KZ2

Appendix Number: B-1
 Page Number: 2
 Fiscal Year: 2018-2019
 Funding Notification Date: 12/04/2018

Position Title	TOTAL		251962-10000-10001670-0001		Dept-Auth-Proj-Activity		Dept-Auth-Proj-Activity		Dept-Auth-Proj-Activity		Dept-Auth-Proj-Activity		Dept-Auth-Proj-Activity	
	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries
Funding Term	7/1/18 - 6/30/19		7/1/18 - 6/30/19		(mm/dd/yy-mm/dd/yy):		(mm/dd/yy-mm/dd/yy):		(mm/dd/yy-mm/dd/yy):		(mm/dd/yy-mm/dd/yy):		(mm/dd/yy-mm/dd/yy):	
Position Title	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries
Division Director, MS OTR/L (Colleen)1	0.45	\$ 46,331	0.45	\$ 46,331										
Clinical Director, LCSW (Erika)	0.53	\$ 47,703	0.53	\$ 47,703										
Mental Health Rehabilitation Specialist, MS, OTR/L (Alicia)	0.41	\$ 32,983	0.41	\$ 32,983										
Mental Health Rehabilitation Specialist, MS, OTR/L (Colleen M.)	0.12	\$ 9,214	0.12	\$ 9,214										
Mental Health Rehabilitation Specialist, MS, OTR/L (Christine)	0.19	\$ 15,474	0.19	\$ 15,474										
Mental Health Rehabilitation Specialist, MS, OTR/L (Giselle)	0.36	\$ 17,049	0.36	\$ 17,049										
Mental Health Rehabilitation Specialist, MS, OTR/L (Julia)	0.61	\$ 49,841	0.61	\$ 49,841										
Mental Health Rehabilitation Specialist, MS, OTR/L (Katie)	0.39	\$ 34,088	0.39	\$ 34,088										
Mental Health Rehabilitation Specialist, MS, OTR/L (Natalie)	0.35	\$ 31,926	0.35	\$ 31,926										
Mental Health Rehabilitation Specialist, MS, OTR/L (Nicole)	0.07	\$ 5,494	0.07	\$ 5,494										
Mental Health Rehabilitation Specialist, MS, OTR/L (Rachel)	0.07	\$ 7,595	0.07	\$ 7,595										
Mental Health Rehabilitation Specialist, MS, OTR/L (Rita)	0.40	\$ 26,793	0.40	\$ 26,793										
Mental Health Rehabilitation Specialist, MS, OTR/L (Simmin)	0.51	\$ 43,833	0.51	\$ 43,833										
Mental Health Rehabilitation Specialist, MS, OTR/L (Teresa)	0.85	\$ 64,915	0.85	\$ 64,915										
Mental Health Rehabilitation Specialist, MS, OTR/L (Carolyn)	1.00	\$ 48,848	1.00	\$ 48,848										
Mental Health Rehabilitation Specialist, MS, OTR/L (Abigail)	1.00	\$ 48,160	1.00	\$ 48,160										
Mental Health Rehabilitation Specialist, MS, OTR/L (Helen X.)	0.85	\$ 35,120	0.85	\$ 35,120										
Mental Health Rehabilitation Specialist, MS, OTR/L (Lily)	0.45	\$ 23,118	0.45	\$ 23,118										
Mental Health Rehabilitation Specialist, MS, OTR/L (Anne)	0.20	\$ 7,160	0.20	\$ 7,160										
Mental Health Rehabilitation Specialist, MS, OTR/L (Open)	0.40	\$ 7,178	0.40	\$ 7,178										
Licensed Clinical Social worker, LCSW (Clea)	1.00	\$ 77,280	1.00	\$ 77,280										
Licensed Clinical Social Worker (Rebecca)	0.15	\$ 2,161	0.15	\$ 2,161										
Social Worker, MSW (Jake)	1.00	\$ 41,830	1.00	\$ 41,830										
Marriage and Family Therapist, MFT (Lauren)	1.00	\$ 62,720	1.00	\$ 62,720										
Billing Manager (Edwin)2	0.27	\$ 17,172	0.27	\$ 17,172										
Billing Analyst (Debra)2	0.27	\$ 13,835	0.27	\$ 13,835										
Psychiatric Mental Health Nurse, PMHNP (Angelique)	0.75	\$ 11,526	0.75	\$ 11,526										
Contracts Coordinator I (Ellen)3	0.33	\$ 16,289	0.33	\$ 16,289										
Administrative Assistant (Jadine)4	0.31	\$ 13,622	0.31	\$ 13,622										
	0.00	\$ -												
	0.00	\$ -												
	0.00	\$ -												
	0.00	\$ -												
	0.00	\$ -												
Totals:	14.29	\$ 859,258	14.29	\$ 859,258	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -
Employee Benefits:	22.80%	\$ 195,911	22.80%	\$ 195,911	0.00%		0.00%		0.00%		0.00%		0.00%	
TOTAL SALARIES & BENEFITS		\$ 1,055,169		\$ 1,055,169		\$ -		\$ -		\$ -		\$ -		\$ -

Appendix B - DPH 4: Operating Expenses Detail

Program Name: OTTP-OP
 Program Code: 38KZ2

Appendix Number: B-1
 Page Number: 3
 Fiscal Year: 2018-2019
 Funding Notification Date: 12/04/2018

Expense Categories & Line Items	TOTAL	251962-10000-10001670-0001	Dept-Auth-Proj-Activity	Dept-Auth-Proj-Activity	Dept-Auth-Proj-Activity	Dept-Auth-Proj-Activity	Dept-Auth-Proj-Activity
Funding Term	7/1/18 - 6/30/19	7/1/18 - 6/30/19	(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	\$ 23,457.00	\$ 23,457.00					
Utilities (telephone, electricity, water, gas)	\$ 4,565.00	\$ 4,565.00					
Building Repair/Maintenance	\$ 2,211.00	\$ 2,211.00					
Occupancy Total:	\$ 30,233.00	\$ 30,233.00	\$ -	\$ -	\$ -	\$ -	\$ -
Office Supplies	\$ 6,725.00	\$ 6,725.00					
Photocopying	\$ -	\$ -					
Program Supplies	\$ 1,931.00	\$ 1,931.00					
Computer Hardware/Software	\$ -	\$ -					
Materials & Supplies Total:	\$ 8,656.00	\$ 8,656.00	\$ -	\$ -	\$ -	\$ -	\$ -
Training/Staff Development	\$ 2,650.00	\$ 2,650.00					
Insurance	\$ -	\$ -					
Professional License	\$ 769.00	\$ 769.00					
Permits	\$ -	\$ -					
Equipment Lease & Maintenance	\$ 10,650.00	\$ 10,650.00					
General Operating Total:	\$ 14,069.00	\$ 14,069.00	\$ -	\$ -	\$ -	\$ -	\$ -
Local Travel	\$ 11,881.00	\$ 11,881.00					
Out-of-Town Travel	\$ 1,399.00	\$ 1,399.00					
Field Expenses	\$ -	\$ -					
Staff Travel Total:	\$ 13,280.00	\$ 13,280.00	\$ -	\$ -	\$ -	\$ -	\$ -
Consultant/Subcontractor (Dr. Kapetanovic, Aligned Telehealth, Inc., psychiatric supervision services effective 4/1/2019 at \$180/Hour with estimated work of 1 hour per week)	\$ 2,340.00	\$ 2,340.00					
Consultant/Subcontractor (PMHNP Consultant)	\$ 31,605.00	\$ 31,605.00					
Consultant/Subcontractor Total:	\$ 33,945.00	\$ 33,945.00	\$ -	\$ -	\$ -	\$ -	\$ -
Other (provide detail): Client Food	\$ 10,597.00	\$ 10,597.00					
	\$ -	\$ -					
	\$ -	\$ -					
Other Total:	\$ 10,597.00	\$ 10,597.00	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL OPERATING EXPENSE	\$ 110,780.00	\$ 110,780.00	\$ -	\$ -	\$ -	\$ -	\$ -

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

DHCS Legal Entity Number: 00214				Appendix Number: B-2	
Provider Name: OTTP				Page Number: 1	
Provider Number: 38KZ				Fiscal Year: 2018-2019	
				Funding Notification Date: 12/04/2018	
Program Name	OTTP-ISCS	OTTP-ISCS			
Program Code	38KZ3	38KZ3			
Mode/SFC (MH) or Modality (SUD)	15/07	15/57			
Service Description	OP-Intensive Care Coordination (ICC)	OP-Intensive Home based Services (IHBS)			
Funding Term (mm/dd/yy-mm/dd/yy):	7/1/18 - 6/30/19	7/1/18 - 6/30/19			
FUNDING USES					TOTAL
Salaries & Employee Benefits	6,134	300,559			306,693
Operating Expenses	806	39,472			40,278
Capital Expenses	-	-			-
Subtotal Direct Expenses	6,940	340,031	-	-	346,971
Indirect Expenses	486	23,809			24,295
TOTAL FUNDING USES	7,426	363,840	-	-	371,266
BHS MENTAL HEALTH FUNDING SOURCE	Dept-Auth-Proj-Activity				
MH CYF Fed SDMC FFP (50%)	251962-10000-10001670-0001	1,997	97,871		99,868
MH CYF State 2011 PSR-EPST	251962-10000-10001670-0001	1,303	63,829		65,132
MH WO DCYF Violence Prevention	251962-10002-10001799-0003	2,703	132,472		135,175
MH CYF County General Fund	251962-10000-10001670-0001	695	34,041		34,736
MH CYF County General Fund	251962-10000-10001670-0001	660	32,316		32,976
MH CYF County GF WO CODB	251962-10000-10001670-0001	68	3,311		3,379
This row left blank for funding sources not in drop-down list					
TOTAL BHS MENTAL HEALTH FUNDING SOURCES		7,426	363,840	-	-
BHS SUD FUNDING SOURCES	Dept-Auth-Proj-Activity				
					-
					-
					-
This row left blank for funding sources not in drop-down list					
TOTAL BHS SUD FUNDING SOURCES		-	-	-	-
OTHER DPH FUNDING SOURCES	Dept-Auth-Proj-Activity				
					-
					-
This row left blank for funding sources not in drop-down list					
TOTAL OTHER DPH FUNDING SOURCES		-	-	-	-
TOTAL DPH FUNDING SOURCES		7,426	363,840	-	-
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)		7,426	363,840	-	-
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	Fee-For-Service (FFS)	Fee-For-Service (FFS)			
DPH Units of Service	3,486	132,305			
Unit Type	Staff Minute	Staff Minute	0	0	0
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only)	\$ 2.13	\$ 2.75	\$ -	\$ -	\$ -
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)	\$ 2.13	\$ 2.75	\$ -	\$ -	\$ -
Published Rate (Medi-Cal Providers Only)	\$ 2.13	\$ 2.75			
Unduplicated Clients (UDC)	40	40			Total UDC 40

Appendix B - DPH 4: Operating Expenses Detail

Program Name: ISCS
 Program Code: 38KZ3

Appendix Number: B-2
 Page Number: 3
 Fiscal Year: 2018-2019
 Funding Notification Date: 12/04/2018

Expense Categories & Line Items	TOTAL	251962-10000-10001670-0001	251962-10002-10001799-0003	Dept-Auth-Proj-Activity	Dept-Auth-Proj-Activity	Dept-Auth-Proj-Activity	Dept-Auth-Proj-Activity
Funding Term	7/1/18 - 6/30/19	7/1/18 - 6/30/19	7/1/18 - 6/30/19	(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	\$ 17,130.00	\$ 10,893.00	\$ 6,237.00				
Utilities (telephone, electricity, water, gas)	\$ 2,141.00	\$ 1,364.00	\$ 777.00				
Building Repair/Maintenance	\$ 1,299.00	\$ 826.00	\$ 473.00				
Occupancy Total:	\$ 20,570.00	\$ 13,083.00	\$ 7,487.00	\$ -	\$ -	\$ -	\$ -
Office Supplies	\$ 2,139.00	\$ 1,360.00	\$ 779.00				
Photocopying	\$ -						
Program Supplies	\$ 1,451.00	\$ 923.00	\$ 528.00				
Computer Hardware/Software	\$ -						
Materials & Supplies Total:	\$ 3,590.00	\$ 2,283.00	\$ 1,307.00	\$ -	\$ -	\$ -	\$ -
Training/Staff Development	\$ 568.00	\$ 359.00	\$ 209.00				
Insurance	\$ -						
Professional License	\$ 150.00	\$ 95.00	\$ 55.00				
Permits	\$ -						
Equipment Lease & Maintenance	\$ 2,500.00	\$ 1,590.00	\$ 910.00				
General Operating Total:	\$ 3,218.00	\$ 2,044.00	\$ 1,174.00	\$ -	\$ -	\$ -	\$ -
Local Travel	\$ 7,500.00	\$ 4,769.00	\$ 2,731.00				
Out-of-Town Travel	\$ -						
Field Expenses	\$ -						
Staff Travel Total:	\$ 7,500.00	\$ 4,769.00	\$ 2,731.00	\$ -	\$ -	\$ -	\$ -
Consultant/Subcontractor (Provide Consultant/Subcontracting Agency Name, Service Detail w/Dates, Hourly Rate and Amounts)	\$ -						
	\$ -						
Consultant/Subcontractor Total:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other (provide detail): Client Food	\$ 5,400.00	\$ 3,434.00	\$ 1,966.00				
	\$ -						
	\$ -						
Other Total:	\$ 5,400.00	\$ 3,434.00	\$ 1,966.00	\$ -	\$ -	\$ -	\$ -
TOTAL OPERATING EXPENSE	\$ 40,278.00	\$ 25,613.00	\$ 14,665.00	\$ -	\$ -	\$ -	\$ -

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

DHCS Legal Entity Number: 00214					Appendix Number: B-3	
Provider Name: OTTP					Page Number: 1	
Provider Number: 38KZ					Fiscal Year: 2018-2019	
					Funding Notification Date: 12/04/2018	
Program Name	OTTP-FMP	OTTP-FMP	OTTP-FMP			
Program Code	38KZ4	38KZ4	38KZ4			
Mode/SFC (MH) or Modality (SUD)	15/10-57, 59	15/01-09	60/78			
Service Description	OP-MH Svcs	OP-Case Mgt Brokerage	SS-Other Non-MediCal Client Support Exp			
Funding Term (mm/dd/yy-mm/dd/yy):	7/1/18 - 6/30/19	7/1/18 - 6/30/19				
FUNDING USES						TOTAL
Salaries & Employee Benefits	151,218	3,086				154,304
Operating Expenses	9,757	199	9,065			19,021
Capital Expenses	-	-				-
Subtotal Direct Expenses	160,975	3,285	9,065	-	-	173,325
Indirect Expenses	11,273	231	635			12,139
TOTAL FUNDING USES	172,248	3,516	9,700	-	-	185,464
BHS MENTAL HEALTH FUNDING SOURCE	Dept-Auth-Proj-Activity					
MH CYF Family Mosaic Capitated Medi-Cal	251962-10000-10001794-0001	122,304	2,496	9,700		134,500
MH MHSA (CYF)	251984-17156-10031199-0017	42,218	862	-		43,080
MH CYF County General Fund	251962-10000-10001670-0001	7,726	158	-		7,884
This row left blank for funding sources not in drop-down list						
TOTAL BHS MENTAL HEALTH FUNDING SOURCES		172,248	3,516	9,700	-	-
BHS SUD FUNDING SOURCES	Dept-Auth-Proj-Activity					
						-
						-
						-
This row left blank for funding sources not in drop-down list						
TOTAL BHS SUD FUNDING SOURCES		-	-	-	-	-
OTHER DPH FUNDING SOURCES	Dept-Auth-Proj-Activity					
						-
						-
This row left blank for funding sources not in drop-down list						
TOTAL OTHER DPH FUNDING SOURCES		-	-	-	-	-
TOTAL DPH FUNDING SOURCES		172,248	3,516	9,700	-	-
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)		172,248	3,516	9,700	-	-
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	Fee-For-Service (FFS)	Fee-For-Service (FFS)	Cost Reimbursement (CR)			
DPH Units of Service	62,636	1,651	38,800			
Unit Type	Staff Minute	Staff Minute	Staff Hour or Client Day, depending on contract.	0	0	
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only)	\$ 2.75	\$ 2.13	\$ 0.25	\$ -	\$ -	
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)	\$ 2.75	\$ 2.13	\$ 2.25	\$ -	\$ -	
Published Rate (Medi-Cal Providers Only)						Total UDC
Unduplicated Clients (UDC)	20	20				20

Appendix B - DPH 4: Operating Expenses Detail

Program Name: FMP
 Program Code: 38KZ4

Appendix Number: B-3
 Page Number: 3
 Fiscal Year: 2018-2019
 Funding Notification Date: 12/04/2018

Expense Categories & Line Items	TOTAL	251962-10000-10001670-0001	251962-10000-10001794-0001	251984-17156-10031199-0017	251962-10000-10001794-0001	Dept-Auth-Proj-Activity	Dept-Auth-Proj-Activity
Funding Term	7/1/18 - 6/30/19	7/1/18 - 6/30/19	7/1/18 - 6/30/19	7/1/18 - 6/30/19	7/1/18 - 6/30/19	(mm/dd/yy-mm/dd/yy):	(mm/dd/yy-mm/dd/yy):
Rent	\$ 2,300.00	\$ 103.00	\$ 1,633.00	\$ 564.00			
Utilities (telephone, electricity, water, gas)	\$ 548.00	\$ 25.00	\$ 389.00	\$ 134.00			
Building Repair/Maintenance	\$ 560.00	\$ 25.00	\$ 398.00	\$ 137.00			
Occupancy Total:	\$ 3,408.00	\$ 153.00	\$ 2,420.00	\$ 835.00	\$ -	\$ -	\$ -
Office Supplies	\$ 500.00	\$ 22.00	\$ 355.00	\$ 123.00			
Photocopying	\$ -						
Program Supplies	\$ 1,332.00	\$ 60.00	\$ 946.00	\$ 326.00			
Computer Hardware/Software	\$ -						
Materials & Supplies Total:	\$ 1,832.00	\$ 82.00	\$ 1,301.00	\$ 449.00	\$ -	\$ -	\$ -
Training/Staff Development	\$ 118.00	\$ 5.00	\$ 84.00	\$ 29.00			
Insurance	\$ -						
Professional License	\$ -						
Permits	\$ -						
Equipment Lease & Maintenance	\$ -						
General Operating Total:	\$ 118.00	\$ 5.00	\$ 84.00	\$ 29.00	\$ -	\$ -	\$ -
Local Travel	\$ 2,399.00	\$ 108.00	\$ 1,703.00	\$ 588.00			
Out-of-Town Travel	\$ -						
Field Expenses	\$ -						
Staff Travel Total:	\$ 2,399.00	\$ 108.00	\$ 1,703.00	\$ 588.00	\$ -	\$ -	\$ -
Consultant/Subcontractor (Provide Consultant/Subcontracting Agency Name, Service Detail w/Dates, Hourly Rate and Amounts)	\$ -						
	\$ -						
Consultant/Subcontractor Total:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other (provide detail): Client Food	\$ 2,199.00	\$ 99.00	\$ 1,561.00	\$ 539.00			
Student Wages (VTEP)	\$ 9,065.00		\$ -		\$ 9,065.00		
	\$ -						
Other Total:	\$ 11,264.00	\$ 99.00	\$ 1,561.00	\$ 539.00	\$ 9,065.00	\$ -	\$ -
TOTAL OPERATING EXPENSE	\$ 19,021.00	\$ 447.00	\$ 7,069.00	\$ 2,440.00	\$ 9,065.00	\$ -	\$ -

**Appendix C
Insurance Waiver**

Reserved

Appendix D
(formerly “Additional Terms”)

Reserved

APPENDIX E



San Francisco Department of Public Health
Business Associate Agreement

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

RECITALS

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

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

1. Definitions.

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

APPENDIX E



San Francisco Department of Public Health
Business Associate Agreement

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

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

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

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

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

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

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

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

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

k. Protected Health Information or PHI means any information, including electronic PHI, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Sections 160.103 and 164.501. For the purposes of this BAA,

APPENDIX E



San Francisco Department of Public Health
Business Associate Agreement

PHI includes all medical information and health insurance information as defined in California Civil Code Sections 56.05 and 1798.82.

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

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

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

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

2. Obligations of Business Associate.

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

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

c. Permitted Uses. BA may use, access, and/or disclose Protected Information only for the purpose of performing BA's obligations for, or on behalf of, the City and as permitted or required under the Agreement and BAA, or as required by law. Further, BA shall not use Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so used by CE. However, BA may use Protected Information as

APPENDIX E



San Francisco Department of Public Health
Business Associate Agreement

necessary (i) for the proper management and administration of BA; (ii) to carry out the legal responsibilities of BA; (iii) as required by law; or (iv) for Data Aggregation purposes relating to the Health Care Operations of CE [45 C.F.R. Sections 164.502, 164.504(e)(2), and 164.504(e)(4)(i)].

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

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

f. Appropriate Safeguards. BA shall take the appropriate security measures to protect the confidentiality, integrity and availability of PHI that it creates, receives, maintains, or transmits on behalf of the CE, and shall prevent any use or disclosure of PHI other than as permitted by the Agreement or this BAA, including, but not limited to, administrative, physical and technical safeguards in accordance with the Security Rule, including, but not limited to, 45 C.F.R. Sections 164.306, 164.308, 164.310, 164.312, 164.314, 164.316, and 164.504(e)(2)(ii)(B). BA shall comply with the policies and procedures and documentation requirements of the Security Rule, including, but not limited to, 45 C.F.R. Section 164.316, and 42 U.S.C. Section 17931. BA is responsible for any civil penalties assessed due to an audit or investigation of BA, in accordance with 42 U.S.C. Section 17934(c).

APPENDIX E



San Francisco Department of Public Health
Business Associate Agreement

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

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

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

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

APPENDIX E



San Francisco Department of Public Health
Business Associate Agreement

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

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

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

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

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

APPENDIX E



San Francisco Department of Public Health
Business Associate Agreement

3. Termination.

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

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

c. Effect of Termination. Upon termination of the Agreement and this BAA for any reason, BA shall, at the option of CE, return or destroy all Protected Information that BA and its agents and subcontractors still maintain in any form, and shall retain no copies of such Protected Information. If return or destruction is not feasible, as determined by CE, BA shall continue to extend the protections and satisfy the obligations of Section 2 of this BAA to such information, and limit further use and disclosure of such PHI to those purposes that make the return or destruction of the information infeasible [45 C.F.R. Section 164.504(e)(2)(ii)(J)]. If CE elects destruction of the PHI, BA shall certify in writing to CE that such PHI has been destroyed in accordance with the Secretary's guidance regarding proper destruction of PHI.

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

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

4. Amendment to Comply with Law.

The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of the Agreement or this BAA may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the HIPAA regulations and other applicable state or federal laws relating to the security or confidentiality of PHI. The parties understand and agree that CE must receive satisfactory written assurance from BA that BA will adequately safeguard all Protected Information. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this BAA embodying written assurances consistent with the updated standards and requirements of HIPAA, the HITECH Act,

APPENDIX E



San Francisco Department of Public Health
Business Associate Agreement

the HIPAA regulations or other applicable state or federal laws. CE may terminate the Agreement upon thirty (30) days written notice in the event (i) BA does not promptly enter into negotiations to amend the Agreement or this BAA when requested by CE pursuant to this section or (ii) BA does not enter into an amendment to the Agreement or this BAA providing assurances regarding the safeguarding of PHI that CE, in its sole discretion, deems sufficient to satisfy the standards and requirements of applicable laws.

5. Reimbursement for Fines or Penalties.

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

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

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

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

Contractor Name:	Special Service for Groups, Inc.	Contractor City Vendor ID	0000010665
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PRIVACY ATTESTATION

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

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

I. All Contractors.

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

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

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

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

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

EXCEPTION(S) APPROVED by OCPA	Name (print)	Signature	Date
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Contractor Name:	Special Service for Groups, Inc.	Contractor City Vendor ID	0000010665
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DATA SECURITY ATTESTATION

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

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

I. All Contractors.

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

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

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

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

Invoice

**DEPARTMENT OF PUBLIC HEALTH CONTRACTOR
COST REIMBURSEMENT INVOICE**

Appendix F
PAGE A

Control Number

**Contractor: Special Service for Groups
Occupational Therapy Training Program of SF**

Address: 425 Divisadero Street, Suite 301, San Francisco, CA 94117

Tel No.: (415) 551-0975

Fax No.:



Funding Term: 07/01/2018 - 06/30/2019

PHP Division: Behavioral Health Services

INVOICE NUMBER: M02 JL 18

Ct. Blanket No.: BPHM TBD

User Cd

Ct. PO No.: POHM TBD

Fund Source: MH CYF Family Mosaic Capitated Medi-Cal

Invoice Period: July 2018

Final Invoice: (Check if Yes)

ACE Control Number:

Program/Exhibit	TOTAL CONTRACTED		DELIVERED THIS PERIOD		DELIVERED TO DATE		% OF TOTAL		REMAINING DELIVERABLES		% OF TOTAL	
	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC
B-3 OTTP - FMP PC# - 38KZ4 251962-10000-10001794-0001												
60/ 78 SS-Other Non-MediCal Client					-	-	#DIV/0!	#DIV/0!	-	-	#DIV/0!	#DIV/0!
Support Exp												

Unduplicated Counts for AIDS Use Only.

Description	BUDGET	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Total Salaries	\$ -	\$ -	\$ -	0.00%	\$ -
Fringe Benefits	\$ -	\$ -	\$ -	0.00%	\$ -
Total Personnel Expenses	\$ -	\$ -	\$ -	0.00%	\$ -
Operating Expenses					
Occupancy	\$ -	\$ -	\$ -	0.00%	\$ -
Materials and Supplies	\$ -	\$ -	\$ -	0.00%	\$ -
General Operating	\$ -	\$ -	\$ -	0.00%	\$ -
Staff Travel	\$ -	\$ -	\$ -	0.00%	\$ -
Consultant/Subcontractor	\$ -	\$ -	\$ -	0.00%	\$ -
Other: Student Wages (VTEP)	\$ 9,065.00	\$ -	\$ -	0.00%	\$ 9,065.00
	\$ -	\$ -	\$ -	0.00%	\$ -
Total Operating Expenses	\$ 9,065.00	\$ -	\$ -	0.00%	\$ 9,065.00
Capital Expenditures	\$ -	\$ -	\$ -	0.00%	\$ -
TOTAL DIRECT EXPENSES	\$ 9,065.00	\$ -	\$ -	0.00%	\$ 9,065.00
Indirect Expenses	\$ 635.00	\$ -	\$ -	0.00%	\$ 635.00
TOTAL EXPENSES	\$ 9,700.00	\$ -	\$ -	0.00%	\$ 9,700.00
Less: Initial Payment Recovery					
Other Adjustments (DPH use only)					
REIMBURSEMENT		\$ -			

NOTES:

I certify that the information provided above is, to the best of my knowledge, complete and accurate; the amount requested for reimbursement is in accordance with the contract approved for services provided under the provision of that contract. Full justification and backup records for those claims are maintained in our office at the address indicated.

Signature: _____

Date: _____

Printed Name: _____

Title: _____

Phone: _____

Send to:
Behavioral Health Services-Budget/ Invoice Analyst
1380 Howard St., 4th Floor
San Francisco CA 94103-2614

DPH Authorization for Payment

Authorized Signatory

Date

**DEPARTMENT OF PUBLIC HEALTH CONTRACTOR
FEE FOR SERVICE STATEMENT OF DELIVERABLES AND INVOICE**

Appendix F
PAGE A

Control Number

Contractor : Special Service for Group's
Occupational Therapy Training Prog of SF

Address: 425 Divisadero Street, Suite 301, San Francisco, CA 94117

Tel No.: (415) 551-0975
Fax No.:

BHS

Funding Term: 07/01/2018 - 06/30/2019

PHP Division: Behavioral Health Services

INVOICE NUMBER : M05 JL 18

Ct.Blanket No.: BPHM User Cd

Ct. PO No.: POHM

Fund Source: MH CYF Family Mosaic Cap Medi-Cal/ Cnty GF

Invoice Period : July 2018

Final Invoice: (Check if Yes)

ACE Control Number: _____

Unduplicated Clients for Exhibit:	Total Contracted Exhibit UDC	Delivered THIS PERIOD Exhibit UDC	Delivered to Date Exhibit UDC	% of TOTAL Exhibit UDC	Remaining Deliverables Exhibit UDC
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*Unduplicated Counts for AIDS Use Only:

DELIVERABLES Program Name/Reptg. Unit Modality/Mode # - Svc Func (MH Only)	Total Contracted		Delivered THIS PERIOD		Unit Rate	AMOUNT DUE	Delivered to Date		% of TOTAL		Remaining Deliverables	
	UOS	CLIENTS	UOS	CLIENTS			UOS	CLIENTS	UOS	CLIENTS	UOS	CLIENTS
B-3 OTTP - FMP PC# - 38KZ4												
15/ 10 -57, 59 OP - MH Svcs	47,284				\$ 2.75	\$ -	0.000		0.00%		47,284.000	
15/ 01 - 09 OP - Case Mgt Brokerage	1,246				\$ 2.13	\$ -	0.000		0.00%		1,246.000	
TOTAL	48,530		0.000				0.000		0.00%		48,530.000	

\$ 130,031.00
2,653.98

\$ 132,684.98

Budget Amount		\$ 132,684.00	Expenses To Date	\$ -	% of Budget	0.00%	Remaining Budget	\$ 132,684.00
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SUBTOTAL AMOUNT DUE \$ -
Less: Initial Payment Recovery
(For DPH Use) Other Adjustments
NET REIMBURSEMENT \$ -

NOTES:
MH State FMP Cap -251962-10000-10001794-0001-\$124,800.00
MH CYF Cnty GF - 251962-10000-10001670-0001 - \$7,884.00

I certify that the information provided above is, to the best of my knowledge, complete and accurate; the amount requested for reimbursement is in accordance with the contract approved for services provided under the provision of that contract. Full justification and backup records for those claims are maintained in our office at the address indicated.

Signature: _____ Date: _____

Title: _____

Send to:
Behavioral Health Services-Budget/ Invoice Analyst
1380 Howard St., 4th Floor
San Francisco, CA 94103

DPH Authorization for Payment

Authorized Signatory

Date

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

Introduction

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

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

Dispute Resolution Procedure

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

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

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

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

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

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

Appendix H

San Francisco Department of Public Health Privacy Policy Compliance Standards

As part of this Agreement, Contractor acknowledges and agrees to comply with the following:

In City's Fiscal Year 2003/04, a DPH Privacy Policy was developed and contractors advised that they would need to comply with this policy as of July 1, 2005.

As of July 1, 2004, contractors were subject to audits to determine their compliance with the DPH Privacy Policy using the six compliance standards listed below. Audit findings and corrective actions identified in City's Fiscal year 2004/05 were to be considered informational, to establish a baseline for the following year.

Beginning in City's Fiscal Year 2005/06, findings of compliance or non-compliance and corrective actions were to be integrated into the contractor's monitoring report.

Item #1: DPH Privacy Policy is integrated in the program's governing policies and procedures regarding patient privacy and confidentiality.

As Measured by: Existence of adopted/approved policy and procedure that abides by the rules outlined in the DPH Privacy Policy

Item #2: All staff who handle patient health information are oriented (new hires) and trained in the program's privacy/confidentiality policies and procedures.

As Measured by: Documentation showing individual was trained exists

Item #3: A Privacy Notice that meets the requirements of the Federal Privacy Rule (HIPAA) is written and provided to all patients/clients served in their threshold and other languages. If document is not available in the patient's/client's relevant language, verbal translation is provided.

As Measured by: Evidence in patient's/client's chart or electronic file that patient was "noticed." (Examples in English, Cantonese, Vietnamese, Tagalog, Spanish, Russian will be provided.)

Item #4: A Summary of the above Privacy Notice is posted and visible in registration and common areas of treatment facility.

As Measured by: Presence and visibility of posting in said areas. (Examples in English, Cantonese, Vietnamese, Tagalog, Spanish, Russian will be provided.)

Item #5: Each disclosure of a patient's/client's health information for purposes other than treatment, payment, or operations is documented.

As Measured by: Documentation exists.

Item #6: Authorization for disclosure of a patient's/client's health information is obtained prior to release (1) to non-treatment providers or (2) from a substance abuse program.

As Measured by: An authorization form that meets the requirements of the Federal Privacy Rule (HIPAA) is available to program staff and, when randomly asked, staff are aware of circumstances when authorization form is needed.

Appendix I

THE DECLARATION OF COMPLIANCE

Each Fiscal Year, CONTRACTOR attests with a Declaration of Compliance that each program site has an Administrative Binder that contains all of the forms, policies, statements, and documentation required by Community Behavioral Health Services (CBHS). The Declaration of Compliance also lists requirements for site postings of public and client information, and client chart compliance if client charts are maintained. CONTRACTOR understands that the Community Programs Business Office of Contract Compliance may visit a program site at any time to ensure compliance with all items of the Declaration of Compliance.

Appendix J

SUBSTANCE USE DISORDER SERVICES
such as
Drug Medi-Cal,
Federal Substance Abuse Block Grant (SABG),
Organized Delivery System (DMC-ODS)
Primary Prevention or
State Funded Services

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

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

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

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

Reference Documents

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

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

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

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

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

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

Document 1G: Perinatal Services Network Guidelines 2016

Document 1H(a): Service Code Descriptions

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

Document 1J(b): DMC Audit Appeals Process

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

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

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

http://www.dhcs.ca.gov/provgovpart/Pages/Facility_Certification.aspx

Document 1T: CalOMS Prevention Data Quality Standards

Document 1V: Youth Treatment Guidelines

http://www.dhcs.ca.gov/individuals/Documents/Youth_Treatment_Guidelines.pdf

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

Document 2C: Title 22, California Code of Regulations

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

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

http://www.dhcs.ca.gov/services/adp/Documents/DMCA_Drug_Medi-Cal_Certification_Standards.pdf

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

http://www.dhcs.ca.gov/services/adp/Documents/DMCA_Standards_for_Drug_Treatment_Programs.pdf

Document 2G Drug Medi-Cal Billing Manual

http://www.dhcs.ca.gov/formsandpubs/Documents/Info%20Notice%202015/DMC_Billing_Manual%20FINAL.pdf

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Document 3J: CalOMS Treatment Data Collection Guide
http://www.dhcs.ca.gov/provgovpart/Documents/CalOMS_Tx_Data_Collection_Guide_JAN%202014.pdf

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

Document 3S CalOMS Treatment Data Compliance Standards

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

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

Document 5A : Confidentiality Agreement

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

I. Subcontractor Documentation

The provider shall require its subcontractors that are not licensed or certified by DHCS to submit organizational documents to DHCS within thirty (30) days of execution of an initial subcontract, within ninety (90) days of the renewal or continuation of an existing subcontract or when there has been a change in subcontractor name or ownership. Organizational documents shall include the subcontractor's Articles of Incorporation or Partnership Agreements (as applicable), and business licenses, fictitious name permits, and such other information and documentation as may be requested by DHCS.

Records

Contractor shall maintain sufficient books, records, documents, and other evidence necessary for State to audit contract performance and contract compliance. Contractor will make these records available to State, upon request, to evaluate the quality and quantity of services, accessibility and appropriateness of services, and to ensure fiscal accountability. Regardless of the location or ownership of such records, they shall be sufficient to determine the reasonableness, allowability, and allocability of costs incurred by Contractor.

1. Contracts with audit firms shall have a clause to permit access by State to the working papers of the external independent auditor, and copies of the working papers shall be made for State at its request.
2. Providers shall keep adequate and sufficient financial records and statistical data to support the year-end documents filed with State.
3. Accounting records and supporting documents shall be retained for a three-year period from the date the year-end cost settlement report was approved by State for interim settlement. When an audit has been started before the expiration of the three-year period, the records shall be retained until completion of the audit and final resolution of all issues that arise in the audit. Final settlement shall be made at the end of the audit and appeal process. If an audit has not begun within three years, the interim settlement shall be considered as the final settlement.
4. Financial records shall be kept so that they clearly reflect the source of funding for each type of service for which reimbursement is claimed. These documents include, but are not limited to, all ledgers, books, vouchers, time sheets, payrolls, appointment schedules, client data cards, and schedules for allocating costs.
5. Provider's shall require that all subcontractors comply with the requirements of this Section A.
6. Should a provider discontinue its contractual agreement with subcontractor, or cease to conduct business in its entirety, provider shall be responsible for retaining the subcontractor's fiscal and program records for the required retention period. The State Administrative Manual (SAM) contains statutory requirements governing the retention, storage, and disposal of records pertaining to State funds.

If provider cannot physically maintain the fiscal and program records of the subcontractor, then arrangements shall be made with State to take possession and maintain all records.
7. In the expenditure of funds hereunder, and as required by 45 CFR Part 96, Contractor shall comply with the requirements of SAM and the laws and procedures applicable to the obligation and expenditure of State funds.

II Patient Record Retention

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

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

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

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

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

III. Control Requirements

1) Performance under the terms of this Exhibit A, Attachment I, is subject to all applicable federal and state laws, regulations, and standards. In accepting DHCS drug and alcohol combined program allocation pursuant to HSC Sections 11814(a) and (b), Contractor shall: (i) establish, and shall require its providers to establish, written policies and procedures consistent with the following requirements; (ii) monitor for compliance with the written procedures; and (iii) be held accountable for audit exceptions taken by DHCS against the Contractor and its contractors for any failure to comply with these requirements:

- a) HSC, Division 10.5, commencing with Section 11760;
- b) Title 9, California Code of Regulations (CCR) (herein referred to as Title 9), Division 4, commencing with Section 9000;
- c) Government Code Section 16367.8;
- d) Government Code, Article 7, Federally Mandated Audits of Block Grant Funds Allocated to Local Agencies, Chapter 1, Part 1, Division 2, Title 5, commencing at Section 53130;
- e) Title 42 United State Code (USC), Sections 300x-21 through 300x-31, 300x-34, 300x-53, 300x-57, and 330x-65 and 66;
- f) The Single Audit Act Amendments of 1996 (Title 31, USC Sections 7501-7507) and the Office of Management and Budget (OMB) Circular A-133 revised June 27, 2003 and June 26, 2007.
- g) Title 45, Code of Federal Regulations (CFR), Sections 96.30 through 96.33 and Sections 96.120 through 96.137;
- h) Title 42, CFR, Sections 8.1 through 8.6;
- i) Title 21, CFR, Sections 1301.01 through 1301.93, Department of Justice, Controlled Substances; and,
- j) State Administrative Manual (SAM), Chapter 7200 (General Outline of Procedures)

K) Medi-Cal Eligibility Verification

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

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

2) The provisions of this Exhibit A, Attachment I are not intended to abrogate any provisions of law or regulation, or any standards existing or enacted during the term of this Intergovernmental Agreement.

3) Providers shall adhere to the applicable provisions of Title 45, CFR, Part 96, Subparts C and L, as applicable, in the expenditure of the SABG funds. Document 1A, 45 CFR 96, Subparts C and L, is incorporated by reference.

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

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

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

IV Provider's Agents and Subcontractors

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

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

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

V Breaches and Security Incidents

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

a. **Initial Notice to the Department**

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

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

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

b. Investigation and Investigation Report.

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

c. Complete Report.

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

reasonable extension of time, in which case provider shall submit periodic updates until the complete report is submitted. If necessary, a Supplemental Report may be used to submit revised or additional information after the completed report is submitted, by submitting the revised or additional information on an updated "Privacy Incident Report" form. The Department will review and approve the determination of whether a breach occurred and whether individual notifications and a corrective action plan are required.

d. Responsibility for Reporting of Breaches

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

e. Responsibility for Notification of Affected Individuals

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

f. Department Contact Information

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

VI Additional Provisions for Substance Abuse Block Grant (SABG)

A. Additional Intergovernmental Agreement Restrictions

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

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

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

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

C. Hatch Act

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

D. No Unlawful Use or Unlawful Use Messages Regarding Drugs

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

E. Noncompliance with Reporting Requirements

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

F. Debarment and Suspension

Contractor shall not subcontract with any party listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp. p. 189) and 12689 (3 CFR part 1989., p. 235), "Debarment and Suspension." SAM exclusions contain the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The Contractor shall advise all subcontractors of their obligation to comply with applicable federal debarment and suspension regulations, in addition to the requirements set forth in 42 CFR Part 1001.

G. Limitation on Use of Funds for Promotion of Legalization of Controlled Substances

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

H. Restriction on Distribution of Sterile Needles

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

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

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

1) Trading Partner Requirements

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

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

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

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

2) Concurrence for Test Modifications to HHS Transaction Standards

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

3) Adequate Testing

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

4) Deficiencies

The Provider agrees to cure transactions errors or deficiencies identified by DHCS, and transactions errors or deficiencies identified by an enrolled provider if the provider is acting as a clearinghouse for that provider. If the provider is a clearinghouse, the provider agrees to properly communicate deficiencies and

other pertinent information regarding electronic transactions to enrolled providers for which they provide clearinghouse services.

5) Code Set Retention

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

6) Data Transmission Log

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

I. Nondiscrimination and Institutional Safeguards for Religious Providers

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

J. Counselor Certification

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

K. Cultural and Linguistic Proficiency

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

L. Intravenous Drug Use (IVDU) Treatment

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

M. Tuberculosis Treatment

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

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

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

N. Trafficking Victims Protection Act of 2000

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

O. Tribal Communities and Organizations

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

P. Participation of County Behavioral Health Director's Association of California.

1) The County AOD Program Administrator shall participate and represent the County in meetings of the County Behavioral Health Director's Association of California for the purposes of representing the counties in their relationship with DHCS with respect to policies, standards, and administration for AOD abuse services.

2) The County AOD Program Administrator shall attend any special meetings called by the Director of DHCS. Participation and representation shall also be provided by the County Behavioral Health Director's Association of California.

Q. Youth Treatment Guidelines

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

R. Perinatal Services Network Guidelines

Contractor must comply with the perinatal program requirements as outlined in the Perinatal Services Network Guidelines. The Perinatal Services Network Guidelines are attached to this contract as Document 1G, incorporated by reference. The Contractor must comply with the current version of these guidelines until new Perinatal Services Network Guidelines are established and adopted. The incorporation of any new Perinatal Services Network Guidelines into this Contract shall not require a formal amendment. Contractor receiving SABG funds must adhere to the Perinatal Services Network Guidelines, regardless of whether the Contractor exchanges perinatal funds for additional discretionary funds.

S. Restrictions on Grantee Lobbying – Appropriations Act Section 503

- 1) No part of any appropriation contained in this Act shall be used, other than for formal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, or video presentation designed to support or defeat legislation pending before the Congress, except in presentation to the Congress or any State legislative body itself.
- 2) No part of any appropriation contained in this Act shall be used to pay the salary or expenses of any Intergovernmental Agreement recipient, or agent acting for such recipient, related to any activity designed to influence legislation or appropriations pending before the Congress or any State legislature.

T. Byrd Anti-Lobbying Amendment (31 USC 1352)

Contractor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Contractor shall also disclose to DHCS any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

U. Nondiscrimination in Employment and Services

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

V. Federal Law Requirements:

- 1) Title VI of the Civil Rights Act of 1964, Section 2000d, as amended, prohibiting discrimination based on race, color, or national origin in federally funded programs.
- 2) Title IX of the education amendments of 1972 (regarding education and programs and activities), if applicable.
- 3) Title VIII of the Civil Rights Act of 1968 (42 USC 3601 et seq.) prohibiting discrimination on the basis of race, color, religion, sex, handicap, familial status or national origin in the sale or rental of housing.
- 4) Age Discrimination Act of 1975 (45 CFR Part 90), as amended (42 USC Sections 6101 – 6107), which prohibits discrimination on the basis of age.
- 5) Age Discrimination in Employment Act (29 CFR Part 1625).
- 6) Title I of the Americans with Disabilities Act (29 CFR Part 1630) prohibiting discrimination against the disabled in employment.
- 7) Americans with Disabilities Act (28 CFR Part 35) prohibiting discrimination against the disabled by public entities.

- 8) Title III of the Americans with Disabilities Act (28 CFR Part 36) regarding access.
- 9) Rehabilitation Act of 1973, as amended (29 USC Section 794), prohibiting discrimination on the basis of individuals with disabilities.
- 10) Executive Order 11246 (42 USC 2000(e) et seq. and 41 CFR Part 60) regarding nondiscrimination in employment under federal contracts and construction contracts greater than \$10,000 funded by federal financial assistance.
- 11) Executive Order 13166 (67 FR 41455) to improve access to federal services for those with limited English proficiency.
- 12) The Drug Abuse Office and Treatment Act of 1972, as amended, relating to nondiscrimination on the basis of drug abuse.
- 13) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism.

W. State Law Requirements:

- 1) Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Administrative Code, Title 2, Section 7285.0 et seq.).
- 2) Title 2, Division 3, Article 9.5 of the Government Code, commencing with Section 11135.
- 3) Title 9, Division 4, Chapter 8 of the CCR, commencing with Section 10800.
- 4) No state or federal funds shall be used by the Contractor or its subcontractors for sectarian worship, instruction, or proselytization. No state funds shall be used by the Contractor or its subcontractors to provide direct, immediate, or substantial support to any religious activity.
- 5) Noncompliance with the requirements of nondiscrimination in services shall constitute grounds for state to withhold payments under this Intergovernmental Agreement or terminate all, or any type, of funding provided hereunder.

X. Additional Contract Restrictions

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

Y. Information Access for Individuals with Limited English Proficiency

1. Contractor shall comply with all applicable provisions of the Dymally-Alatorre Bilingual Services Act (Government Code sections 7290-7299.8) regarding access to materials that explain services available to the public as well as providing language interpretation services.

Contractor shall comply with the applicable provisions of Section 1557 of the Affordable Care Act (45 CFR Part 92), including, but not limited to, 45 CFR 92.201, when providing access to: (a) materials

explaining services available to the public, (b) language assistance, (c) language interpreter and translation services, and (d) video remote language interpreting services.

2. Contractor shall comply with the applicable provisions of Section 1557 of the Affordable Care Act (45 CFR Part 92), including, but not limited to, 45 CFR 92.201, when providing access to: (a) materials explaining services available to the public, (b) language assistance, (c) language interpreter and translation services, and (d) video remote language interpreting services.

Z. Investigations and Confidentiality of Administrative Actions

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

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

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

A1. Subcontract Provisions

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

B1. Conditions for Federal Financial Participation

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

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

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

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

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

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

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

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

1. In addition to complying with the sub contractual relationship requirements set forth in Article II.E.8 of this Agreement, the Contractor shall ensure that all subcontracts require that the Contractor oversee and is held accountable for any functions and responsibilities that the Contractor delegates to any subcontractor.

2. Each subcontract shall:

i. Fulfill the requirements of 42 CFR Part 438 that are appropriate to the service or activity delegated under the subcontract.

ii. Ensure that the Contractor evaluates the prospective subcontractor's ability to perform the activities to be delegated.

iii. Require a written agreement between the Contractor and the subcontractor that specifies the activities and report responsibilities delegated to the subcontractor; and provides for revoking delegation or imposing other sanctions if the subcontractor's performance is inadequate.

iv. Ensure that the Contractor monitor the subcontractor's performance on an ongoing basis and subject it to an annual onsite review, consistent with statutes, regulations, and Article III.PP.

v. Ensure that the Contractor identifies deficiencies or areas for improvement, the subcontractor shall take corrective actions and the Contractor shall ensure that the subcontractor implements these corrective actions.

3. The Contractor shall include the following provider requirements in all subcontracts with providers:

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

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

iii. Evidence Based Practices (EBPs): Providers will implement at least two of the following EBPs based on the timeline established in the county implementation plan. The two EBPs are per provider per service modality. Counties will ensure the providers have implemented EBPs. The state will monitor the implementation and regular training of EBPs to staff during reviews.

The required EBPs include:

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

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

c. Relapse Prevention: A behavioral self-control program that teaches individuals with substance addiction how to anticipate and cope with the potential for relapse. Relapse prevention can be used as a stand-alone substance use treatment program or as an aftercare program to sustain gains achieved during initial substance use treatment.

d. Trauma-Informed Treatment: Services shall take into account an understanding of trauma, and place priority on trauma survivors' safety, choice and control.

e. Psycho-Education: Psycho-educational groups are designed to educate beneficiaries about substance abuse, and related behaviors and consequences. Psychoeducational groups provide information designed to have a direct application to beneficiaries' lives; to instill self-awareness, suggest options for growth and change, identify community resources that can assist beneficiaries in recovery, develop an understanding of the process of recovery, and prompt people using substances to take action on their own behalf.

C1. Beneficiary Problem Resolution Process

1. The Contractor shall establish and comply with a beneficiary problem resolution process.

2. Contractor shall inform subcontractors and providers at the time they enter into a subcontract about:

i. The beneficiary's right to a state fair hearing, how to obtain a hearing and the representation rules at the hearing.

ii. The beneficiary's right to file grievances and appeals and the requirements and timeframes for filing.

iii. The beneficiary's right to give written consent to allow a provider, acting on behalf of the beneficiary, to file an appeal. A provider may file a grievance or request a state fair hearing on behalf of a beneficiary, if the state permits the provider to act as the beneficiary's authorized representative in doing so.

iv. The beneficiary may file a grievance, either orally or in writing, and, as determined by DHCS, either with DHCS or with the Contractor.

v. The availability of assistance with filing grievances and appeals.

vi. The toll-free number to file oral grievances and appeals.

vii. The beneficiary's right to request continuation of benefits during an appeal or state fair hearing filing although the beneficiary may be liable for the cost of any continued benefits if the action is upheld.

viii. Any state determined provider's appeal rights to challenge the failure of the Contractor to cover a service.

3. The Contractor shall represent the Contractor's position in fair hearings, as defined in 42 CFR 438.408 dealing with beneficiaries' appeals of denials, modifications, deferrals or terminations of covered services. The Contractor shall carry out the final decisions of the fair hearing process with respect to issues within the scope of the Contractor's responsibilities under this Agreement. Nothing in this section is intended to prevent the Contractor from pursuing any options available for appealing a fair hearing decision.

i. Pursuant to 42 CFR 438.228, the Contractor shall develop problem resolution processes that enable beneficiary to request and receive review of a problem or concern he or she has about any issue related to the Contractor's performance of its duties, including the delivery of SUD treatment services.

4. The Contractor's beneficiary problem resolution processes shall include:

i. A grievance process;

ii. An appeal process; and,

iii. An expedited appeal process.

Additional Provisions DMC-ODS

1. Additional Intergovernmental Agreement Restrictions

i. This Agreement is subject to any additional restrictions, limitations, conditions, or statutes enacted or amended by the federal or state governments, which may affect the provisions, terms, or funding of this Agreement in any manner.

2. Voluntary Termination of DMC-ODS Services

i. The Contractor may terminate this Agreement at any time, for any reason, by giving 60 days written notice to DHCS. The Contractor shall be paid for DMC-ODS services provided to beneficiaries up to the date of termination. Upon termination, the Contractor shall immediately begin providing DMC services to beneficiaries in accordance with the State Plan.

3. Nullification of DMC-ODS Services

i. The parties agree that failure of the Contractor, or its subcontractors, to comply with W&I section 14124.24, the Special Terms and Conditions, and this Agreement, shall be deemed a breach that results in the termination of this Agreement for cause.

ii. In the event of a breach, the DMC-ODS services shall terminate. The Contractor shall immediately begin providing DMC services to the beneficiaries in accordance with the State Plan.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/16/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher & Co. Insurance Brokers of CA. LIC. # 0726293 505 N Brand Blvd, Suite 600 Glendale CA 91203	CONTACT NAME: Jenny Kim PHONE (A/C. No. Ext): 818-539-8611 FAX (A/C. No): E-MAIL ADDRESS: Jenny_Kim@ajg.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED SPECESER-04 Special Service for Groups, Inc. 905 E. 8th St. Los Angeles, CA 90021	INSURER A: Nonprofits' Insurance Alliance of CA	
	INSURER B: Cypress Insurance Company (CA)	
	INSURER C: NORCAL Mutual Insurance Company	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 1453799296 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

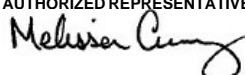
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		2018-11247	10/1/2018	10/1/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y		2018-11247	10/1/2018	10/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Comp & Collision \$ 500/\$500
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			2018-11247-UMB	10/1/2018	10/1/2019	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	SPWC928132	10/1/2018	10/1/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Medical Prof Liab Claims-Made Form Retro Date: 6/1/1990			728800	10/1/2018	10/1/2019	Per Claim \$2,000,000 Aggregate \$8,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Policy: Cyber Liability
 Policy#: NET402786106
 Carrier: Great American Alliance Insurance Company - NAIC #26832
 Policy term: 10/1/2018 To 10/1/2019
 Per Claim: \$1,000,000 / Aggregate: \$1,000,000; Retention: \$25,000

See Attached...

CERTIFICATE HOLDER **CANCELLATION**

City & County of San Francisco Dept. of Public Health, Office of Contract Mgmt. & 1380 Howard Street, Room 443 San Francisco CA 94103-2614	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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ADDITIONAL REMARKS SCHEDULE

AGENCY Arthur J. Gallagher & Co.		NAMED INSURED Special Service for Groups, Inc. 905 E. 8th St. Los Angeles, CA 90021	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE**

Policy: Excess Cyber Liability
 Policy#: EXT402786206
 Carrier: Great American Alliance Insurance Co - NAIC #26832
 Policy Term: 10/1/2018 To 10/1/2019
 Limit/Aggregate: \$4,000,000

Policy: Sexual Abuse Liability
 Policy#: 2018-11247
 Carrier: Nonprofits' Insurance Alliance of CA
 Policy term: 10/1/2018 To 10/1/2019
 Per Claim: \$1,000,000 / Aggregate: \$3,000,000

Re: OTTP-SF.
 City and County of San Francisco, its Officers, Employees and Agents are named additional insured with respect General/Automobile liability policy of the named insured per the attached endorsements. Waiver of Subrogation on Workers Compensation in favor of certificate holder.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/29/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher & Co. Insurance Brokers of CA. LIC. # 0726293 505 N Brand Blvd, Suite 600 Glendale CA 91203	CONTACT NAME: MaryAnn Haggerty PHONE (A/C, No, Ext): 818.539.8626 E-MAIL ADDRESS: MaryAnn_Haggerty@ajg.com	FAX (A/C, No): 818.539.8726
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Fidelity and Deposit Company of Maryland	39306
INSURED Special Service for Groups, Inc. 905 E. 8th St. Los Angeles, CA 90021	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 176217216

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> N/A					<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Crime			CCP 0017928 21	1/1/2017	1/1/2020	Limit See Below

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Employee theft: Limit:\$1,000,000 ,Deductible:\$10,000
Forgery or alteration: Limit:\$1,000,000 ,Deductible:\$10,000
Theft of money and securities: Limit:\$500,000 ,Deductible:\$5,000
Money and Securities: Limit:\$500,000 ,Deductible:\$5,000
Computer Fraud: Limit:\$500,000 ,Deductible:\$5,000
Funds Transfer Fraud: Limit:\$500,000 ,Deductible:\$5,000
Evidence of Coverage

CERTIFICATE HOLDER

CANCELLATION

City & County of San Francisco Dept. of Public Health, Office of Contract Mgmt. & Compliance 1380 Howard Street, Room 443 San Francisco CA 94103-2614	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**BUSINESS AUTO COVERAGE
ADDITIONAL INSURED/LOSS PAYEE EXTENSION**

POLICY NUMBER: 2018-11247A-NPO

Schedule AI

NAME OF INSURED: Special Service for Groups, Inc.

Page 1

**ADDITIONAL INSUREDS /
LOSS PAYEE**

Additional Insured - CA2001

P.O. Box 650201
Hunt Valley, MD 21065

As respects vehicle(s): ALL

Additional Insured - NIAC A1

Alhambra Unified School District
1515 West Mission Road

Alhambra, CA 91803

As respects vehicle(s): ALL

Additional Insured - CA2001

Ally Bank

P.O. Box 674

Minneapolis, MN 55440

As respects vehicle(s): 12

Additional Insured - NIAC A1

California State University, Los Angeles
5151 State University Drive

Los Angeles, CA 90032

As respects vehicle(s): ALL

Additional Insured - NIAC A1

California State University, Fullerton; Fieldwork Office,
EC-405

P.O. Box 6868

Fullerton, CA 92834

As respects vehicle(s): ALL

Additional Insured - NIAC A1

City & County of San Francisco, Dept. of Public Health,
Office of Contract Mgmt. & Compliance

1380 Howard St., Rm. 443

San Francisco, CA 94103

As respects vehicle(s): ALL

COUNTERSIGNED: 9/26/2018

BY



(AUTHORIZED REPRESENTATIVE)

**BUSINESS AUTO COVERAGE
ADDITIONAL INSURED/LOSS PAYEE EXTENSION**

POLICY NUMBER: 2018-11247A-NPO

Schedule AI

NAME OF INSURED: Special Service for Groups, Inc.

Page 2

**ADDITIONAL INSUREDS /
LOSS PAYEE**

Additional Insured - NIAC A1
City & County of San Francisco; CMHA/CSAS Contracts
Office

1380 Howard St., Rm. #422
San Francisco, CA 94103

As respects vehicle(s): ALL

Additional Insured - NIAC A1

City of Rancho Cucamonga
10500 Civic Center Dr
Cucamonga, CA 91730

As respects vehicle(s): ALL

Additional Insured - NIAC A1

County Of Los Angeles - Dept. of Public Health, Contract
Monitoring Unit

5555 Ferguson Dr., Ste. 210
Los Angeles, CA 90022

As respects vehicle(s): ALL

Additional Insured - NIAC A1

County Of Orange; Health Care Agency
200 W. Santa Ana Blvd., Ste. 650
Santa Ana, CA 92701

As respects vehicle(s): ALL

Additional Insured - NIAC A1

County of Riverside, Attn: Contracts Division
P.O. Box 7549
Riverside, CA 92513

As respects vehicle(s): ALL

Additional Insured - NIAC A1

Department Of Children, Youth and their Families
1390 Market Street, #900
San Francisco, CA 94102

As respects vehicle(s): ALL

COUNTERSIGNED: 9/26/2018

BY



(AUTHORIZED REPRESENTATIVE)

**BUSINESS AUTO COVERAGE
ADDITIONAL INSURED/LOSS PAYEE EXTENSION**

POLICY NUMBER: 2018-11247A-NPO

Schedule AI

NAME OF INSURED: Special Service for Groups, Inc.

Page 3

**ADDITIONAL INSUREDS /
LOSS PAYEE**

Additional Insured - CA2001
Enterprise Fleet Management
P.O. Box 16805
Saint Louis, MO 63105
As respects vehicle(s): 14

Additional Insured - NIAC A1
Enterprise FM Trust
P.O. Box 16805
Saint Louis, MO 63105
As respects vehicle(s): 17

Loss Payee - CA9944
Executive Car Leasing
7807 Santa Monica Blvd.
Los Angeles, CA 90046
As respects vehicle(s): 3

Additional Insured - NIAC A1
Granada Hills Charter High School
10535 Zelzah Avenue
Granada Hills, CA 91344
As respects vehicle(s): ALL

Additional Insured - NIAC A1
Huntington Hospital Senior Care Network
100 W California Blvd
Pasadena, CA 91105
As respects vehicle(s): ALL

Additional Insured - NIAC A1
Huntington Memorial Hospital, The Senior Care Network
837 S. Fair Oaks Ave., #100
Pasadena, CA 91105
As respects vehicle(s): ALL

COUNTERSIGNED: 9/26/2018

BY _____



(AUTHORIZED REPRESENTATIVE)

**BUSINESS AUTO COVERAGE
ADDITIONAL INSURED/LOSS PAYEE EXTENSION**

POLICY NUMBER: 2018-11247A-NPO

Schedule AI

NAME OF INSURED: Special Service for Groups, Inc.

Page 4

**ADDITIONAL INSUREDS /
LOSS PAYEE**

Additional Insured - CA2001

Hyundai Motor Finance
5505 N. Cumberland Ave., #307
Chicago, IL 60656

As respects vehicle(s): 18

Additional Insured - NIAC A1

LAUSD/Student Medical Svcs. and Health Partnerships
333 S. Beaudry Ave., 29th Fl.
Los Angeles, CA 90017

As respects vehicle(s): ALL

Additional Insured - CA2001

Los Angeles County Children and Families First -
Proposition 10 Commission
750 N. Alameda Street, Suite 300
Los Angeles, CA 90012

As respects vehicle(s): ALL

Additional Insured - NIAC A1

Los Angeles County Prop 10 Commission, Its officers,
agents, consultants and employees
750 N. Alameda St., Ste. 300
Los Angeles, CA 90012

As respects vehicle(s): ALL

Additional Insured - NIAC A1

Los Angeles Unified School District and its Board
Members, Facilities Services Division
333 S Beaudry, 23rd Fl.
Los Angeles, CA 90017

As respects vehicle(s): ALL

Additional Insured - NIAC A1

Los Angeles Unified School District and the Board of
Education of the City of Los Angeles*
333 S Beaudry Ave., 29th Fl.
Los Angeles, CA 90017

COUNTERSIGNED: 9/26/2018

BY



(AUTHORIZED REPRESENTATIVE)

**BUSINESS AUTO COVERAGE
ADDITIONAL INSURED/LOSS PAYEE EXTENSION**

POLICY NUMBER: 2018-11247A-NPO

Schedule AI

NAME OF INSURED: Special Service for Groups, Inc.

Page 5

**ADDITIONAL INSUREDS /
LOSS PAYEE**

As respects vehicle(s): ALL

Additional Insured - NIAC A1

Partners in Care Foundation

732 Mott St., Ste. 150

San Fernando, CA 91340

As respects vehicle(s): ALL

Additional Insured - NIAC A1

San Francisco Dept. of Public Health / Family Mosaic
Project

1309 Evans Avenue

San Francisco, CA 94124

As respects vehicle(s): ALL

Additional Insured - NIAC A1

SFUSD Contract Office

135 Van Ness Ave.

San Francisco, CA 94102

As respects vehicle(s): ALL

Additional Insured - NIAC A1

The New School of San Francisco

2929 19th St.

San Francisco, CA 94110

As respects vehicle(s): ALL

Additional Insured - NIAC A1

The Regents of the University of California c/o UCLA

Division of Geriatrics

10945 Le Conte Ave., Ste. 2339

Los Angeles, CA 90095

As respects vehicle(s): ALL

COUNTERSIGNED: 9/26/2018

BY



(AUTHORIZED REPRESENTATIVE)

**BUSINESS AUTO COVERAGE
ADDITIONAL INSURED/LOSS PAYEE EXTENSION**

POLICY NUMBER: 2018-11247A-NPO

Schedule AI

NAME OF INSURED: Special Service for Groups, Inc.

Page 6

**ADDITIONAL INSUREDS /
LOSS PAYEE**

Additional Insured - NIAC A1

The Susan G. Komen Breast Cancer Foundation, Inc. and
Komen Los Angeles County Affiliate, it's officers and
employees

5901 West Century Blvd, Suite 800

Los Angeles, CA 90045

As respects vehicle(s): ALL

Additional Insured - CA2001

Toyota Lease Trust

P.O. Box 60010

Los Angeles, CA 90066

As respects vehicle(s): ALL

COUNTERSIGNED: 9/26/2018

BY



(AUTHORIZED REPRESENTATIVE)

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT- CALIFORNIA
BLANKET BASIS**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

The additional premium for this endorsement shall be 2% of the total manual premium otherwise due on such remuneration. The minimum premium for this endorsement is \$350.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

SCHEDULE

BLANKET WAIVER

Person/Organization Blanket Waiver – Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

Job Description	Waiver Premium
All CA Operations	10734.00

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective	10/01/2018	Policy No.	SPWC928132	Endorsement No.
Insured				Premium \$
Insurance Company	Cypress Insurance Company			

Countersigned by _____

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

First Amendment

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

Recitals

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

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

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

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

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

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

Article 1 Definitions

The following definitions shall apply to this Amendment:

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

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

Article 2 Modifications to the Agreement.

The Agreement is hereby modified as follows:

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

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

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

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

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

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

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

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

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

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

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

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

3.7 Contract Amendments; Budgeting Revisions.

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

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

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

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

4.2.1 Contractor Vaccination Policy.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10.17 **Distribution of Beverages and Water.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Article 3 Effective Date

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

Article 4 Legal Effect

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

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

CITY

Recommended by:

DocuSigned by:

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

28527524752949F...

Grant Colfax, MD
Director of Health
Department of Public Health

CONTRACTOR

Special Service for Groups, Inc.

DocuSigned by:

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

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Herbert K. Hatanaka
Executive Director

City Supplier number: 0000010665

Approved as to Form:

David Chiu
City Attorney

DocuSigned by:

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

BD54168A4C3B452...

By: Louise Simpson
Deputy City Attorney

Approved:

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

By: _____

Name: _____

Attached Appendices:

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

Appendix A

Scope of Services – DPH Behavioral Health Services

1. Terms

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

- 2. Description of Services
- 3. Services Provided by Attorneys

1. Terms

A. Contract Administrator:

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

B. Reports:

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

C. Evaluation:

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

D. Possession of Licenses/Permits:

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

E. Adequate Resources:

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

F. Admission Policy:

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

G. San Francisco Residents Only:

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

H. Grievance Procedure:

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

I. Infection Control, Health and Safety:

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

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

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

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

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

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

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

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

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

J. Aerosol Transmissible Disease Program, Health and Safety:

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

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

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

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

K. Acknowledgment of Funding:

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

L. Client Fees and Third Party Revenue:

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

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

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

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

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

N. Patients' Rights:

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

O. Under-Utilization Reports:

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

P. Quality Improvement:

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

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

Q. Working Trial Balance with Year-End Cost Report

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

R. Harm Reduction

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

S. Compliance with Behavioral Health Services Policies and Procedures

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

T. Fire Clearance

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

U. Clinics to Remain Open:

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

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

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

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

V. Compliance with Grant Award Notices:

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

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

2. Description of Services

Contractor agrees to perform the following Services:

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

Detailed description of services are listed below and are attached hereto

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

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

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

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

1. Program Name: Occupational Therapy Training Program-Outpatient Services**Program address: 425 Divisadero Street, Suite 300****City, State, Zip Code: San Francisco, CA 94117****Program Director: Colleen Devine****Email Address: colleen.devine@ottp-sf.org****Telephone: (415) 551-0975****Website address: www.ottp-sf.org****Facsimile: (415) 551-1763****Program Code: 38KZ2 (OTTP-OP)****2. Nature of Document (check one)** Original Contract Amendment Revision to Program Budgets (RPB)**3. Goal Statement**

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

4. Priority Population

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

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

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

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

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

5. Modality(ies)/Interventions

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

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

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

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

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

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

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

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

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

6. Methodology

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

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

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

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

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

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

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

OTTP IHBS and ICC Service Description:

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

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

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

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

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

E. Describe your program's staffing.

Please see Appendix B

7. Objectives and Measurements

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

8. Continuous Quality Improvement

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

A. Achievement of contract performance objectives and productivity

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

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

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

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

C. Measurement of cultural competency of staff and service

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

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

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

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

D. Measurement of client satisfaction

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

E. Measurement, analysis, and use of CANS

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

9. Required Language

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

Special Service for Groups
SSG/OTTP-Family Mosaic Services

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

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

2. **Nature of Document**

Original Contract Amendment Revision to Program Budgets (RPB)

3. **Goal Statement**

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

4. **Priority Population**

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

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

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

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

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

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

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

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

6. Methodology

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7. Objectives and Measurements

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

8. Continuous Quality Improvement

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

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

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

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

9. Required Language

- A. For BHS SOC ECMHCI: Contractor will adhere to all stipulated BHS requirements for the completion of Site Agreements for each assigned program site and/or service setting. Contractor also will comply with all stipulations for content, timelines, ensuring standards of practice and all reporting requirements as put forth by the BHS ECMHCI SOC Program Manager.

- B. Changes may occur to the composition of program sites during the contract year due to a variety of circumstances. Any such changes will be coordinated between the contractor and the BHS ECMHCI SOC Program Manager and will not necessitate a modification to the Appendix – A target population table. Contractor is responsible for assigning mental health consultants to all program sites and for notifying the BHS ECMHCI SOC Program Manager of any changes.

Appendix B Calculation of Charges

1. Method of Payment

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

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

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

CONTRACTOR shall submit monthly invoices in the format attached, Appendix F, and in a form acceptable to the Contract Administrator, by the fifteenth (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) 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) Fee for Service Reimbursement:

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

(2) Cost Reimbursement:

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

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

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

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

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

2. Program Budgets and Final Invoice

A. Programs listed below:

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

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

B. Compensation

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

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

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

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

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

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

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

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

3. Services of Attorneys

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

4. State or Federal Medi-Cal Revenues

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

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

5. Reports and Services

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

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

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

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

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

Appendix B - DPH 3: Salaries & Employee Benefits Detail

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

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

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

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

Appendix B - DPH 4: Operating Expenses Detail

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

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

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

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

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

Appendix B - DPH 3: Salaries & Employee Benefits Detail

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

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

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

Appendix B - DPH 4: Operating Expenses Detail

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

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

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

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

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

APPENDIX E



San Francisco Department of Public Health
Business Associate Agreement

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

RECITALS

A. CE, by and through the San Francisco Department of Public Health (“SFDPH”), wishes to disclose certain information to BA pursuant to the terms of the Agreement, some of which may constitute Protected Health Information (“PHI”) (defined below).

B. For purposes of the Agreement, CE requires Contractor, even if Contractor is also a covered entity under HIPAA, to comply with the terms and conditions of this BAA as a BA of CE.

C. CE and BA intend to protect the privacy and provide for the security of PHI disclosed to BA pursuant to the Agreement in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (“the HITECH Act”), and regulations promulgated there under by the U.S. Department of Health and Human Services (the “HIPAA Regulations”) and other applicable laws, including, but not limited to, California Civil Code §§ 56, et seq., California Health and Safety Code § 1280.15, California Civil Code §§ 1798, et seq., California Welfare & Institutions Code §§5328, et seq., and the regulations promulgated there under (the “California Regulations”).

D. As part of the HIPAA Regulations, the Privacy Rule and the Security Rule (defined below) require CE to enter into a contract containing specific requirements with BA prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 164.314(a), 164.502(a) and (e) and 164.504(e) of the Code of Federal Regulations (“C.F.R.”) and contained in this BAA.

E. BA enters into agreements with CE that require the CE to disclose certain identifiable health information to BA. The parties desire to enter into this BAA to permit BA to have access to such information and comply with the BA requirements of HIPAA, the HITECH Act, and the corresponding Regulations.

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

1. Definitions.

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

APPENDIX E



San Francisco Department of Public Health
Business Associate Agreement

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

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

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

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

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

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

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

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

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

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

APPENDIX E



San Francisco Department of Public Health
Business Associate Agreement

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

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

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

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

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

2. Obligations of Business Associate.

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

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

APPENDIX E



San Francisco Department of Public Health
Business Associate Agreement

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

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

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

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

APPENDIX E



San Francisco Department of Public Health
Business Associate Agreement

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

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

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

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

APPENDIX E



San Francisco Department of Public Health
Business Associate Agreement

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

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

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

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

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

APPENDIX E



San Francisco Department of Public Health
Business Associate Agreement

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

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

3. Termination.

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

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

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

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

APPENDIX E



San Francisco Department of Public Health
Business Associate Agreement

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

4. Amendment to Comply with Law.

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

5. Reimbursement for Fines or Penalties.

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

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

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

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

Contractor Name:		Contractor City Vendor ID	
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PRIVACY ATTESTATION

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

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

I. All Contractors.

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

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

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

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

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

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

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

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

I. All Contractors.

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

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

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

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

Invoice

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

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

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

APPENDIX K

Data Access and Sharing Terms

Article 1 Access

1.1 Revision to Scope of Access (RSA):

Any added access may be granted by the City to Agency and each Agency Data User through a Revision to Scope of Access in writing and executed by both parties. Any Revision to Scope of Access shall be considered a part of and incorporated into this Agreement, governed by all its terms, by reference.

1.2 Primary and Alternate Agency Site Administrator.

Before System(s) access is granted, Agency must appoint a primary and alternate Agency Site Administrator responsible for System(s) access tasks, including but not limited to the following:

1.2.1 Completing and obtaining City approval of the **Account Provisioning Request documents and/or Data Set Request documents**;

1.2.2 Communicating with the SFDPH IT Service Desk;

1.2.3 Providing Agency Data User(s) details to the City;

1.2.4 Ensuring that Agency Data User(s) complete required SFDPH trainings annually;

1.2.5 Ensuring that Agency Data User(s) understand and execute SFDPH's data access confidentiality agreement; and

1.2.6 Provisioning and deprovisioning Agency Data Users as detailed herein. To start the process, the Agency Site Administrator must contact the SFDPH IT Service Desk at 628-206-7378, dph.helpdesk@sfdph.org.

1.3 SFDPH IT Service Desk.

For new provisioning requests, only Agency Site Administrators are authorized to contact the SFDPH IT Service Desk. The City reserves the right to decline any call placed by other than the Agency Site Administrator. Individual Agency Data Users are not authorized to contact the SFDPH IT Service Desk.

1.4 Deprovisioning Schedule.

Agency, through the Agency Site Administrator, has sole responsibility to deprovision Agency Data Users from the System(s) as appropriate on an ongoing basis. Agency must immediately deprovision an Agency Data User upon any event ending that Data User's need to access the System(s), including job duty change and/or termination. Agency remains liable for the conduct of Agency Data Users until deprovisioned. When deprovisioning employees via the SFDPH IT Service Desk, Agency must maintain evidence that the SFDPH IT Service Desk was notified.

1.5 Active Directory.

Agency Data Users will need an SFDPH Active Directory account in order to access each System(s). These Active Directory Accounts will be created as part of the provisioning process.

1.6 Role Based Access.

Each Agency Data User's access to the System(s) will be role-based and access is limited to that necessary for treatment, payment, and health care operations. The City will assign Agency Data User roles upon provisioning and reserves the right to deny, revoke, limit, or modify Agency Data User's access acting in its sole discretion.

1.7 Training Requirements.

Before System(s) access is granted, and annually thereafter, each Agency Data User must complete SFDPH compliance, privacy, and security training. Agency must maintain written records evidencing such annual training for each Agency Data User and provide copies upon request to the City. For questions about how to complete SFDPH's compliance, privacy, and security training, contact Compliance.Privacy@sfdph.org, (855) 729-6040.

Before Agency Data User first access to System(s), system-specific training must be completed. For training information, Agency Site Administrator may contact the SFDPH IT Service Desk,

1.8 Agency Data User Confidentiality Agreement.

Before System(s) access is granted, as part of SFDPH's compliance, privacy, and security training, each Agency Data User must complete SFDPH's individual user confidentiality, data security and electronic signature agreement form. The agreement must be renewed annually.

1.9 Corrective Action.

Agency shall take corrective action, including but not limited to termination and/or suspension of any System(s) access by any Agency Data User who acts in violation of this Agreement and/or applicable regulatory requirements.

1.10 User ID and Password.

Each Agency Data User will be assigned or create a User ID and password. Agency and each Agency Data User shall protect the confidentiality of User IDs and passwords and shall not divulge them to any other person(s). Agency is responsible for the security of the User IDs and passwords issued to or created by Agency Data Users and is liable for any misuse.

1.11 Notification of Compromised Password.

In the event that a password assigned to or created by an Agency Data User is compromised or disclosed to a person other than the Agency Data User, Agency shall upon learning of the compromised password immediately notify the City, at Compliance.Privacy@sfdph.org, (855) 729-6040. Agency is liable for any such misuse. Agency's failure to monitor each Agency Data User's ID and/or password use shall provide grounds for the City to terminate and/or limit Agency's System(s) access.

1.12 Multi Factor Authentication.

Agency and each Agency Data User must use multi-factor authentication as directed by the City to access the System(s).

1.13 Qualified Personnel.

Agency shall allow only qualified personnel under Agency's direct supervision to act as Agency Data Users with access to the System(s).

1.14 Workstation/Laptop encryption.

All workstations and laptops that process and/or store City Data must be encrypted using a current industry standard algorithm. The encryption solution must be full disk unless approved by the SFDPH Information Security Office.

1.15 Server Security.

Servers containing unencrypted City Data must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.

1.16 Removable media devices.

All electronic files that contain City Data must be encrypted using a current industry standard algorithm when stored on any removable media or portable device (i.e. USB thumb drives, CD/DVD, smart devices tapes etc.).

1.17 Antivirus software.

All workstations, laptops and other systems that process and/or store City Data must install and actively use a comprehensive anti-virus software solution with automatic updates scheduled at least daily.

1.18 Patch Management.

All workstations, laptops and other systems that process and/or store City Data must have operating system and application security patches applied, with system reboot if necessary. There must be a documented patch management process that determines installation timeframe based on risk assessment and vendor recommendations.

1.19 System Timeout.

The system must provide an automatic timeout, requiring reauthentication of the user session after no more than 20 minutes of inactivity.

1.20 Warning Banners.

All systems containing City Data must display a warning banner each time a user attempts access, stating that data is confidential, systems are logged, and system use is for business purposes only. User must be directed to log off the system if they do not agree with these requirements.

1.21 Transmission encryption.

All data transmissions of City Data outside the Agency's secure internal network must be encrypted using a current industry standard algorithm. Encryption can be end to end at the network level, or the data files containing City Data can be encrypted. This requirement pertains to any type of City Data in motion such as website access, file transfer, and e-mail.

1.22 No Faxing/Mailing.

City Data may not be faxed or mailed.

1.23 Intrusion Detection.

All systems involved in accessing, holding, transporting, and protecting City Data that are accessible via the Internet must be protected by a comprehensive intrusion detection and prevention solution.

of the City.

1.24 Security of PHI.

Agency is solely responsible for maintaining data security policies and procedures, consistent with those of the City that will adequately safeguard the City Data and the System. Upon request, Agency will provide such security policies and procedures to the City. The City may examine annually, or in response to a security or privacy incident, Agency's facilities, computers, privacy and security policies and procedures and related records as may be necessary to be assured that Agency is in compliance with the terms of this Agreement, and as applicable HIPAA, the HITECH Act, and other federal and state privacy and security laws and regulations. Such examination will occur at a mutually acceptable time agreed upon by the parties but no later than ten (10) business days of Agency's receipt of the request.

1.25 Data Security and City Data

Agency shall provide security for its networks and all internet connections consistent with industry best practices, and will promptly install all patches, fixes, upgrades, updates and new versions of any security software it employs. For information disclosed in electronic form, Agency agrees that appropriate safeguards include electronic barriers (e.g., "firewalls", Transport Layer Security (TLS), Secure Socket Layer [SSL] encryption, or most current industry standard encryption, intrusion prevention/detection or similar barriers).

1.26 Data Privacy and Information Security Program.

Without limiting Agency's obligation of confidentiality as further described herein, Agency shall be responsible for establishing and maintaining a data privacy and information security program, including physical, technical, administrative, and organizational safeguards, that is designed to: (i) ensure the security and confidentiality of the City Data; (ii) protect against any anticipated threats or hazards to the security or integrity of the City Data; (iii) protect against unauthorized disclosure, access to, or use of the City Data; (iv) ensure the proper disposal of City Data; and, (v) ensure that all of Agency's employees, agents, and subcontractors, if any, comply with all of the foregoing. In no case shall the safeguards of Agency's data privacy and information security program be less stringent than the safeguards and standards recommended by the National Institute of Standards and Technology (NIST) Cybersecurity Framework and the Health Information Technology for Economic and Clinical Health Act (HITECH).

1.27 Disaster Recovery.

Agency must establish a documented plan to protect the security of electronic City Data in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this agreement for more than 24 hours.

1.28 Supervision of Data.

City Data in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information is not being observed by an Agency Data User authorized to access the information. City Data in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in baggage on commercial airplanes.

1.29 As Is Access.

The City provides Agency and each Agency Data User with System(s) access on an "as is" basis with no guarantee as to uptime, accessibility, or usefulness. To the fullest extent permissible by applicable law, the City disclaims all warranties, express or implied, including, without limitation, implied warranties of merchantability, fitness for a particular purpose, title and non-infringement.

1.30 No Technical or Administrative Support.

Except as provided herein, the City will provide no technical or administrative support to Agency or Agency Data Users for System(s) access.

1.31 City Audit of Agency and Agency Data Users.

The City acting in its sole discretion may audit Agency and Agency Data Users at any time. If an audit reveals an irregularity or security issue, the City may take corrective action including but not limited to termination of such Agency's and/or Agency Data User's access to the System(s) permanently or until the City determines that all irregularities have been satisfactorily cured. Agency and each Agency Data User understands that the City may create and review an audit trail for each Agency Data User, including but not limited to, noting each Agency Data User's ID(s), the patient information accessed, and/or the date accessed. Agency and each Agency Data User understands that any inappropriate access or use of patient information, as determined by the City, may result in the temporary and/or permanent termination of Agency's or such Agency Data User's access to the System(s). Agency remains liable for all inappropriate System(s) access, misuse and/or breach of patient information, whether in electronic or hard-copy form.

1.32 Minimum Necessary.

Agency and each Agency Data User shall safeguard the confidentiality of all City Data that is viewed or obtained through the System(s) at all times. Agency and each Agency Data User shall access patient information in the System(s) only to the minimum extent necessary for its assigned duties and shall only disclose such information to persons authorized to receive it, as minimally necessary for treatment, payment and health care operations.

1.33 No Re-Disclosure or Reporting.

Agency may not in any way re-disclose SFDPH Data or otherwise prepare reports, summaries, or any other material (in electronic or hard-copy format) regarding or containing City Data for transmission to any other requesting individuals, agencies, or organizations without prior written City approval and where such re-disclosure is otherwise permitted or required by law.

1.34 Health Information Exchange.

If Agency is qualified to enroll in a health information exchange, the City encourages Agency to do so in order to facilitate the secure exchange of data between Agency's electronic health record system (EHR) and the City's Epic EHR.

1.35 Subcontracting.

Agency may not subcontract any portion of Data Access Agreement, except upon prior written approval of City. If the City approves a subcontract, Agency remains fully responsible for its subcontractor(s) throughout the term and/or after expiration of this Agreement. All Subcontracts must incorporate the terms of this Data Access Agreement. To the extent that any subcontractor would have access to a System, each such subcontractor's access must be limited and subject to the same governing terms to the same extent as Agency's access. In addition, each contract between Agency and that subcontractor must, except as the City otherwise agrees, include a Business Associate Agreement requiring such subcontractor to comply with all regulatory requirements regarding third-party access, and include a provision obligating that subcontractor to (1) defend, indemnify, and hold the City harmless in the event of a data

breach in the same manner in which Agency would be so obligated, (2) provide cyber **and technology errors and omissions insurance** with limits identified in Article 5, and (3) ensure that such data has been destroyed, returned, and/or protected as provided by HIPAA at the expiration of the subcontract term.

Article 2 Indemnity

2.1 Medical Malpractice Indemnification.

Agency recognizes that the System(s) is a sophisticated tool for use only by trained personnel, and it is not a substitute for competent human intervention and discretionary thinking. Therefore, if providing patient treatment, Agency agrees that it will:

- (a) Read information displayed or transmitted by the System accurately and completely;
- (b) Ensure that Agency Data Users are trained on the use of the System;
- (c) Be responsible for decisions made based on the use of the System;
- (d) Verify the accuracy of all information accessed through the System using applicable standards of good medical practice to no less a degree than if Agency were using paper records;
- (e) Report to the City as soon as reasonably practicable all data errors and suspected problems related to the System that Agency knows or should know could adversely affect patient care;
- (f) Follow industry standard business continuity policies and procedures that will permit Agency to provide patient care in the event of a disaster or the System unavailability;
- (g) Use the System only in accordance with applicable standards of good medical practice.

Agency agrees to indemnify, hold harmless and defend City from any claim by or on behalf of any patient, or by or on behalf of any other third party or person claiming damage by virtue of a familial or financial relationship with such a patient, regardless of the cause, if such claim in any way arises out of or relates to patient care or outcomes based on Agency's or an Agency Data User's System access.

Article 3 Proprietary Rights and Data Breach

3.1 Ownership of City Data.

The Parties agree that as between them, all rights, including all intellectual property rights in and to the City Data and any derivative works of the City Data shall remain the exclusive property of the City.

3.2 Data Breach; Loss of City Data.

The Agency shall notify City immediately by telephone call plus email upon the discovery of a breach (as herein). For purposes of this Section, breaches and security incidents shall be treated as discovered by Agency as of the first day on which such breach or security incident is known to the Agency, or, by exercising reasonable diligence would have been known to the Agency. Agency shall be deemed to have knowledge of a breach if such breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the breach, who is an employee or agent of the Agency.

Agency shall take:

- i. prompt corrective action to mitigate any risks or damages involved with the breach or security incident and to protect the operating environment; and

- ii. any action pertaining to a breach required by applicable federal and state laws.

3.2.1 Investigation of Breach and Security Incidents: The Agency shall immediately investigate such breach or security incident. As soon as the information is known and shall inform the City of:

- i. what data elements were involved, and the extent of the data disclosure or access involved in the breach, including, specifically, the number of individuals whose personal information was breached; and
- ii. a description of the unauthorized persons known or reasonably believed to have improperly used the City Data and/or a description of the unauthorized persons known or reasonably believed to have improperly accessed or acquired the City Data, or to whom it is known or reasonably believed to have had the City Data improperly disclosed to them; and
- iii. a description of where the City Data is believed to have been improperly used or disclosed; and
- iv. a description of the probable and proximate causes of the breach or security incident; and
- v. whether any federal or state laws requiring individual notifications of breaches have been triggered.

3.2.2 Written Report: Agency shall provide a written report of the investigation to the City as soon as practicable after the discovery of the breach or security incident. The report shall include, but not be limited to, the information specified above, as well as a complete, detailed corrective action plan, including information on measures that were taken to halt and/or contain the breach or security incident, and measures to be taken to prevent the recurrence or further disclosure of data regarding such breach or security incident.

3.2.3 Notification to Individuals: If notification to individuals whose information was breached is required under state or federal law, and regardless of whether Agency is considered only a custodian and/or non-owner of the City Data, Agency shall, at its sole expense, and at the sole election of City, either:

- i. make notification to the individuals affected by the breach (including substitute notification), pursuant to the content and timeliness provisions of such applicable state or federal breach notice laws. Agency shall inform the City of the time, manner and content of any such notifications, prior to the transmission of such notifications to the individuals; or
- ii. cooperate with and assist City in its notification (including substitute notification) to the individuals affected by the breach.

3.2.4 Sample Notification to Individuals: If notification to individuals is required, and regardless of whether Agency is considered only a custodian and/or non-owner of the City Data, Agency shall, at its sole expense, and at the sole election of City, either:

- i. electronically submit a single sample copy of the security breach notification as required to the state or federal entity and inform the City of the time, manner and content of any such submissions, prior to the transmission of such submissions to the Attorney General; or
- ii. cooperate with and assist City in its submission of a sample copy of the notification to the Attorney General.

3.3 **Media Communications**

City shall conduct all media communications related to such Data Breach, unless in its sole discretion, City directs Agency to do so.

**Attachment 1 to Appendix K
System Specific Requirements**

I. For Access to SFDPH Epic through Care Link the following terms shall apply:

A. SFDPH Care Link Requirements:

1. Connectivity.

- a) Agency must obtain and maintain connectivity and network configuration and required hardware and equipment in accordance with specifications provided by Epic and must update the configuration of all first and third-party software as required. Technical equipment and software specifications for accessing SFDPH Care Link will change over time. Current required browser, system and connection requirements can be found on the Target Platform Roadmap and Target Platform Notes sections of the Epic Galaxy website galaxy.epic.com. Agency is responsible for all associated costs. Agency shall ensure that Agency Data Users access the System only through equipment owned or leased and maintained by Agency.

2. Compliance with Epic Terms and Conditions.

- a) Agency will at all times access and use the System strictly in accordance with the Epic Terms and Conditions. The following Epic Care Link Terms and Conditions are embedded within the SFDPH Care Link application, and each Data User will need to agree to them electronically upon first sign-in before accessing SFDPH Care Link:

3. Epic-Provided Terms and Conditions

- a) Some short, basic rules apply to you when you use your EpicCare Link account. Please read them carefully. The Epic customer providing you access to EpicCare Link may require you to accept additional terms, but these are the rules that apply between you and Epic.
- b) Epic is providing you access to EpicCare Link, so that you can do useful things with data from an Epic customer's system. This includes using the information accessed through your account to help facilitate care to patients shared with an Epic customer, tracking your referral data, or otherwise using your account to further your business interests in connection with data from an Epic customer's system. However, you are not permitted to use your access to EpicCare Link to help you or another organization develop software that is similar to EpicCare Link. Additionally, you agree not to share your account information with anyone outside of your organization.

II. For Access to SFDPH Epic through Epic Hyperspace and Epic Hyperdrive the following terms shall apply:

A. SFDPH Epic Hyperspace and Epic Hyperdrive:

1. Connectivity.

- a) Agency must obtain and maintain connectivity and network configuration and required hardware and equipment in accordance with specifications provided by Epic and SFDPH and must update the configuration of all first and third-party software as required. Technical equipment and software specifications for accessing SFDPH Epic Hyperspace will change over time. Epic Hyperdrive is a web-based platform that will replace Epic Hyperspace in the future. You may request a copy of current required browser, system and connection requirements from the SFDPH IT team. Agency is responsible for all

associated costs. Agency shall ensure that Agency Data Users access the System only through equipment owned or leased and maintained by Agency.

2. Application For Access and Compliance with Epic Terms and Conditions.

- a) Prior to entering into agreement with SFDPH to access SFDPH Epic Hyperspace or Epic Hyperdrive, Agency must first complete an Application For Access with Epic Systems Corporation of Verona, WI. The Application For Access is found at: <https://userweb.epic.com/Forms/AccessApplication>. Epic Systems Corporation must notify SFDPH, in writing, of Agency's permissions to access SFDPH Epic Hyperspace or Epic Hyperdrive prior to completing this agreement. Agency will at all times access and use the system strictly in accordance with the Epic Terms and Conditions.

III. For Access to SFDPH myAvatar through WebConnect and VDI the following terms shall apply:

A. SFDPH myAvatar via WebConnect and VDI:

1. Connectivity.

- a. Agency must obtain and maintain connectivity and network configuration and required hardware and equipment in accordance with specifications provided by SFDPH and must update the configuration of all first and third-party software as required. Technical equipment and software specifications for accessing SFDPH myAvatar will change over time. You may request a copy of current required browser, system and connection requirements from the SFDPH IT team. Agency is responsible for all associated costs. Agency shall ensure that Agency Data Users access the System only through equipment owned or leased and maintained by Agency.

2. Information Technology (IT) Support.

- a. Agency must have qualified and professional IT support who will participate in quarterly CBO Technical Workgroups.

3. Access Control.

- a. Access to the BHS Electronic Health Record is granted based on clinical and business requirements in accordance with the Behavioral Health Services EHR Access Control Policy (6.00-06). The Access Control Policy is found at: <https://www.sfdph.org/dph/files/CBHSPolProcMnl/6.00-06.pdf>
- b. Each user is unique and agrees not to share accounts or passwords.
- c. Applicants must complete the myAvatar Account Request Form found at https://www.sfdph.org/dph/files/CBHSdocs/BHISdocs/UserDoc/Avatar_Account_Request_Form.pdf
- d. Applicants must complete the credentialling process in accordance with the DHCS MHSUDS Information Notice #18-019.
- e. Applicants must complete myAvatar Training.
- f. Level of access is based on "Need to Know", job duties and responsibilities.

Attachment 2 to Appendix K

**Protected Information Destruction Order
Purge Certification - Contract ID # 1000011457**

In accordance with section 3.c (Effect of Termination) of the Business Associate Agreement, attached as Appendix E to the Agreement between the City and Contractor dated 07/01/2018 (“Agreement”), the City hereby directs Contractor to destroy all Protected Information that Contractor and its agents and subcontractors (collectively “Contractor”) still maintain in any form. Contractor may retain no copies of destroyed Protected Information.” Destruction must be in accordance with the guidance of the Secretary of the U.S. Department of Health and Human Services (“Secretary”) regarding proper destruction of PHI.

Electronic Data: Per the Secretary’s guidance, the City will accept destruction of electronic Protected Information in accordance with the standards enumerated in the NIST SP 800-88, Guidelines for Data Sanitization (“NIST”).

Hard-Copy Data: Per the Secretary’s guidance, the City will accept destruction of Protected Information contained in paper records by shredding, burning, pulping, or pulverizing the records so that the Protected Information is rendered unreadable, indecipherable, and otherwise cannot be reconstructed.

Contractor hereby certifies that Contractor has destroyed all Protected Information as directed by the City in accordance with the guidance of the Secretary of the U.S. Department of Health and Human Services (“Secretary”) regarding proper destruction of PHI.

So Certified

Signature

Title:

Date:

Appendix L

Educationally Related Mental Health Services (ERMHS) Treatment Protocol

This Appendix shall apply to all work performed by the Contractor in support of the Educationally Related Mental Health Services (ERMHS) of the The Department of Public Health.

A. Outpatient/School-Based/Counseling Enriched Educational Program (CEEP)

1. Individual Counseling (CASEMIS Code 510, Services codes INDTPY, IREHAB, NMIND): One to one counseling provided by a qualified individual pursuant to an IEP. Counseling may focus on aspects, such as educational, career, personal; or include parents or staff members on learning problems or guidance programs for students. Individual Counseling includes those evidence-based interventions consistent with the student's IEP educationally related mental health goals that focus primarily on symptom reduction as a means to improve functional impairments and academic success. Individual Counseling will be provided by a mental health professional, or an intern or other mental health practitioner under the clinical supervision of a mental health professional.

2. Counseling and Guidance (Group Counseling) (CASEMIS Code 515, Service Codes GRPTPY, GREHAB): Counseling in a group setting provided by a qualified individual pursuant to the IEP. Group counseling is typically social skills development, but may focus on aspects, such as educational, career, personal. Group Counseling includes those evidence-based therapeutic interventions for more than one student that focuses on addressing the student's educationally related mental health goals and symptom reduction as a means to improve functional impairments and academic success. Group counseling will be provided by a mental health professional, or an intern or other mental health practitioner under the clinical supervision of a mental health professional.

3. Parent Counseling and Training (CASEMIS Code 520, Service Codes ICOLL, 90847, 90849, or NMCOL): Individual counseling provided by a qualified individual pursuant to an IEP to assist the parent(s) of special education students in better understanding and meeting their child's needs, may include parenting skills or other pertinent issues. Parent counseling and training will be provided by a mental health professional, or an intern or other mental health practitioner under the clinical supervision of a mental health professional.

4. Agency Linkages (Case Management) (CASEMIS Code 865, Service Codes ASMT1, H0032, GCOLL, T1017, IPT1017, NMCMB): Service coordination and case management that facilitates the linkage of individualized education services and programs.

Linkage and Coordination – the identification and pursuit of resources needed for provision of a free and appropriate public education to a student, including, but not limited to, the following:

- a. Treatment plan development and monitoring as it relates to the ERMHS IEP goals.
- b. IEP attendance, monitoring and contributing to progress and updates to IEP goals.
- c. Monitoring service delivery to ensure an individual's access, including communication with IEP team members and referrals as approved by the IEP team.

5. Upon receiving an ERMHS referral from SFUSD, the assigned BHS ERMHS clinic will contact the parent/guardian within 48 hours of receipt of ERMHS referral packet, and schedule an intake appointment within 5 days of receiving the referral packet.

6. The assigned BHS clinic will notify the BHS ERMHS office within 24 hours to confirm receipt of referral. If the clinic cannot accommodate the referral, they will notify the BHS ERMHS office so the case can be reassigned. BHS ERMHS provider agency will complete the CANS assessment within established BHS guidelines. The CANS assessment is required for BHS reporting purposes only and is not a required component of the student's IEP.

7. BHS providers will report to the student's IEP case manager at the student's assigned school, significant student attendance issues, defined at three or more consecutive absences, at school-based, out-patient, and Counseling Enriched Educational Program (CEEP) service sessions. If BHS providers are unable to reach the IEP case manager at student's assigned school, providers may contact SFUSD's ERMHS Coordinator at 3045 Santiago Street, San Francisco, CA 94116, for assistance in making contact with the site-based IEP team, in order that attendance concerns may be addressed by the IEP team.

8. The assigned BHS clinic will maintain ongoing communication with school site (i.e., school psychologist) regarding intake process/outcome (e.g., problems with parent accessing services, etc.). The Clinic will inform the BHS ERMHS Office and SFUSD ERMHS Office simultaneously within 30 days of status of case (via notification form). Such Notification of ERMHS Status Form must be submitted with password protection by secure email.

9. Any changes in services (including but not limited to an increase or decrease in service frequency or duration, initiation of a new service, or termination of a service) must be determined through the IEP process.

10. In the event the ERMHS clinician cancels an appointment, a make-up session will be provided within two weeks to ensure compliance with student's IEP.

11. The assigned BHS clinic's ERMHS clinician agrees to attend and participate in IEP team meetings when requested by SFUSD with sufficient notice. In the event that the ERMHS clinician cannot attend an IEP meeting, it will arrange to have a summary of progress and recommended educationally related goals from the assigned mental health provider to be submitted at the IEP meeting.

12. BHS Clinicians will make their best effort to provide services at the school site when possible, and the school site will ensure that confidential space is available for the Clinicians to provide services to students. Maintaining service delivery at the school site maximizes their access to the Least Restrictive Environment.

13. If in person services are unable to be provided such as experienced during Shelter in Place orders, services will be implemented in line with Emergency Learning Plans in each student's IEP.



San Francisco Ethics Commission

25 Van Ness Avenue, Suite 220, San Francisco, CA 94102

Phone: 415.252.3100 . Fax: 415.252.3112

ethics.commission@sfgov.org . www.sfethics.org

Received On:

File #: 221184

Bid/RFP #:

Notification of Contract Approval

SFEC Form 126(f)4

(S.F. Campaign and Governmental Conduct Code § 1.126(f)4)

A Public Document

Each City elective officer who approves a contract that has a total anticipated or actual value of \$100,000 or more must file this form with the Ethics Commission within five business days of approval by: (a) the City elective officer, (b) any board on which the City elective officer serves, or (c) the board of any state agency on which an appointee of the City elective officer serves. For more information, see: <https://sfethics.org/compliance/city-officers/contract-approval-city-officers>

1. FILING INFORMATION

TYPE OF FILING	DATE OF ORIGINAL FILING (for amendment only)
Original	
AMENDMENT DESCRIPTION – Explain reason for amendment	

2. CITY ELECTIVE OFFICE OR BOARD

OFFICE OR BOARD	NAME OF CITY ELECTIVE OFFICER
Board of Supervisors	Members

3. FILER'S CONTACT

NAME OF FILER'S CONTACT	TELEPHONE NUMBER
Angela Calvillo	415-554-5184
FULL DEPARTMENT NAME	EMAIL
office of the clerk of the Board	Board.of.Supervisors@sfgov.org

4. CONTRACTING DEPARTMENT CONTACT

NAME OF DEPARTMENTAL CONTACT	DEPARTMENT CONTACT TELEPHONE NUMBER
Kelly Hiramoto	4152553492
FULL DEPARTMENT NAME	DEPARTMENT CONTACT EMAIL
DPH Department of Public Health	kelly.hiramoto@sfdph.org

5. CONTRACTOR	
NAME OF CONTRACTOR Special Service for Groups, Inc.	TELEPHONE NUMBER 213-553-1800
STREET ADDRESS (including City, State and Zip Code) 905 E. 8th Street, Los Angeles, CA 90021	EMAIL colleen.devine@ottp-sf.org

6. CONTRACT		
DATE CONTRACT WAS APPROVED BY THE CITY ELECTIVE OFFICER(S)	ORIGINAL BID/RFP NUMBER	FILE NUMBER (If applicable) 221184
DESCRIPTION OF AMOUNT OF CONTRACT \$31,730,191		
NATURE OF THE CONTRACT (Please describe) Provide therapeutic and other specialty mental health services for school-aged children and youth		

7. COMMENTS

8. CONTRACT APPROVAL	
This contract was approved by:	
<input type="checkbox"/>	THE CITY ELECTIVE OFFICER(S) IDENTIFIED ON THIS FORM
<input checked="" type="checkbox"/>	A BOARD ON WHICH THE CITY ELECTIVE OFFICER(S) SERVES Board of Supervisors
<input type="checkbox"/>	THE BOARD OF A STATE AGENCY ON WHICH AN APPOINTEE OF THE CITY ELECTIVE OFFICER(S) IDENTIFIED ON THIS FORM SITS

9. AFFILIATES AND SUBCONTRACTORS

List the names of (A) members of the contractor's board of directors; (B) the contractor's principal officers, including chief executive officer, chief financial officer, chief operating officer, or other persons with similar titles; (C) any individual or entity who has an ownership interest of 10 percent or more in the contractor; and (D) any subcontractor listed in the bid or contract.

#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
1	Hatanaka	Herbert K.	Other Principal Officer
2	Levy	Hayley	Other Principal Officer
3	De Los Santos	Elizabeth	Other Principal Officer
4	Diaz	Antonia (Tonie)	Other Principal Officer
5	Kageyama	Naomi	Other Principal Officer
6	Eckman	John	Board of Directors
7	Wong	Donna	Board of Directors
8	Kincey	Donald	Board of Directors
9	Hatanaka	Herbert	Board of Directors
10	Del Rio	Fernando	Board of Directors
11	Trias	Anthony	Board of Directors
12	wong	Henry	Board of Directors
13	Chhugani	Sanjay	Board of Directors
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9. AFFILIATES AND SUBCONTRACTORS

List the names of (A) members of the contractor’s board of directors; (B) the contractor’s principal officers, including chief executive officer, chief financial officer, chief operating officer, or other persons with similar titles; (C) any individual or entity who has an ownership interest of 10 percent or more in the contractor; and (D) any subcontractor listed in the bid or contract.

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9. AFFILIATES AND SUBCONTRACTORS

List the names of (A) members of the contractor’s board of directors; (B) the contractor’s principal officers, including chief executive officer, chief financial officer, chief operating officer, or other persons with similar titles; (C) any individual or entity who has an ownership interest of 10 percent or more in the contractor; and (D) any subcontractor listed in the bid or contract.

#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
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Check this box if you need to include additional names. Please submit a separate form with complete information. Select “Supplemental” for filing type.

10. VERIFICATION

I have used all reasonable diligence in preparing this statement. I have reviewed this statement and to the best of my knowledge the information I have provided here is true and complete.

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

<p>SIGNATURE OF CITY ELECTIVE OFFICER OR BOARD SECRETARY OR CLERK</p> <p>BOS Clerk of the Board</p>	<p>DATE SIGNED</p>
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City and County of San Francisco
London N. Breed, Mayor

San Francisco Department of Public Health

Grant Colfax, MD
Director of Health

November 16, 2022

Angela Calvillo, Clerk of the Board
Board of Supervisors
1 Dr. Carlton B. Goodlett Place, Room 244
San Francisco, CA 94102-4689

Dear Ms. Calvillo:

Please find attached a proposed resolution for Board of Supervisors approval of an amendment to the agreement between the Department of Public Health and Special Service for Groups, Inc., in the amount of \$31,730,191.

This contract agreement requires Board of Supervisors approval under San Francisco Charter Section 9.118.

The following is a list of accompanying documents:

- Proposed resolution
- Proposed Amendment 2
- Original Agreement and Amendment 1
- Form SFEC-126

For questions on this matter, please contact me at (415) 255-3492, kelly.hiramoto@sfdph.org.

Thank you for your time and consideration.

Sincerely,

Kelly Hiramoto

Kelly Hiramoto
Acting Supervisor
Office of Contracts Management and Compliance
DPH Business Office

cc: Dr. Grant Colfax, Director of Health
Greg Wagner, Chief Operating Officer
Michelle Ruggels, Director, DPH Business Office

The mission of the San Francisco Department of Public Health is to protect and promote the health of all San Franciscans.

We shall ~ Assess and research the health of the community ~ Develop and enforce health policy ~ Prevent disease and injury ~

~ Educate the public and train health care providers ~ Provide quality, comprehensive, culturally-proficient health services ~ Ensure equal access to all ~

kellyhiramoto@SFDPH.org – office 415-255-3492 – fax 415 252-3088

1380 Howard Street, Room 419B, San Francisco, CA 94103
