

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

Second Amendment

THIS AMENDMENT (this “Amendment”) is made as of March 1, 2023, in San Francisco, California, by and between **Homeless Children’s Network** (“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 term, increase the contract amount and update standard contractual clauses; and

WHEREAS, the Agreement was competitively procured as required by San Francisco Administrative Code Chapter 21.1 through RFP-1-2017 and RFQ-16-2018 issued on March 24, 2017 and May 4, 2018 respectively and this modification is consistent therewith; and

WHEREAS, Contractor was selected pursuant to San Francisco Administrative Code Section 21.42; and

WHEREAS, approval for this Amendment was obtained on August 3, 2020 from the Department of Human Resources on behalf of the Civil Service Commission under PSC number 46987-16/17 in the amount of \$233,200.00 for the period commencing July 1, 2017 and ending June 30, 2027; and

WHEREAS, approval for this Amendment under S.F. Charter 9.118 was obtained when the Board of Supervisors approved Resolution on .

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 as amended by the First Amendment dated July 1, 2021.

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

2.1 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 (i) July 1, 2018 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 July 1, 2018 and expire on December 31, 2027, unless earlier terminated as otherwise provided herein.

2.2 Compensation. *Section 3.3.1 Calculation of Charges currently reads as follows:*

3.3.1 Calculation of Charges

Contractor shall provide an invoice to the City on a monthly basis for Services completed in the immediate preceding month, unless a different schedule is set out in Appendix B, "Calculation of Charges." Compensation shall be made⁴ 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 Ninety-One Thousand Seven Hundred Twenty-Seven Dollars (\$9,991,727)**. The breakdown of charges associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein. In no event shall City be liable for interest or late charges for any late payments. City will not honor minimum service order charges for any services covered by this Agreement.

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

3.3.1 Calculation of Charges

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 made⁴ 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 **Seventeen Million Four Hundred Sixty Five Thousand Three Hundred Nineteen Dollars (\$17,465,319)**. The breakdown of charges associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein. In no event shall City be liable for interest or late charges for any late payments. City will not honor minimum service order charges for any services covered by this Agreement.

2.3 Business Associate Agreement, *The following is hereby added to Article 13 of the Agreement, replacing the previous Section 13.3 in its entirety:*

13.3 Business Associate Agreement.

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

The parties acknowledge that CONTRACTOR will:

1. Do **at least one** or more of the following:
 - A. Create, receive, maintain, or transmit PHI for or on behalf of CITY/SFDPH (including storage of PHI, digital or hard copy, even if Contractor does not view the PHI or only does so on a random or infrequent basis); or
 - B. Receive PHI, or access to PHI, from CITY/SFDPH or another Business Associate of City, as part of providing a service to or for CITY/SFDPH, including legal, actuarial,

accounting, consulting, data aggregation, management, administrative, accreditation, or financial; or

C. Transmit PHI data for CITY/SFDPH and require access on a regular basis to such PHI. (Such as health information exchanges (HIEs), e-prescribing gateways, or electronic health record vendors)

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

- a. **Appendix E** SFDPH Business Associate Agreement (BAA) (8-3-2022)
 1. SFDPH Attestation 1 PRIVACY (06-07-2017)
 2. SFDPH Attestation 2 DATA SECURITY (06-07-2017)
2. **NOT do any of the activities listed above in subsection 1;**
Contractor is not a Business Associate of CITY/SFDPH. Appendix E and attestations are not required for the purposes of this Agreement.

2.4 Appendices A, A-1 and A-2 dated 07/01/22 are hereby added to the Agreement for 2022-23.

2.5 Appendices B and B-1a to B-2 dated 07/01/22 are hereby added to the Agreement for 2022-23.

2.6 Appendix E, BAA, dated 04/12/18 is hereby deleted and Appendix E, BAA dated 08/03/22 is hereby added to the Agreement for 2022-23.

2.7 Appendix F, Invoices, dated 3/06/23 are hereby added to the Agreement for 2022-23.

2.8 Appendix H dated 07/01/21 is hereby deleted and Appendix H dated 07/01/22 is added to the Agreement for 2022-23.

Article 3 Effective Date

Effective Date. Each of the modifications set forth in Section 2 shall be effective on and after the effective date of the agreement.

Article 4 Legal Effect

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

CITY

Recommended by:

Grant Colfax
Director of Health
Department of Public Health

Approved as to Form:

David Chiu
City Attorney

By: _____
Louise Simpson
Deputy City Attorney

Approved:

Sailaja Kurella
Director, Office of Contract Administration, and
Purchaser

CONTRACTOR

Homeless Children's Network

APRIL SILAS
Executive Director

City Supplier ID: 0000018734

Appendix A
Scope of Services – DPH Behavioral Health Services

1. Terms

A. Contract Administrator:

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

B. Reports:

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

C. Evaluation:

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

D. Possession of Licenses/Permits:

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

E. Adequate Resources:

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

F. Admission Policy:

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

G. San Francisco Residents Only:

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

H. Grievance Procedure:

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

I. Infection Control, Health and Safety:

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

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

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

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

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

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

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

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

J. Aerosol Transmissible Disease Program, Health and Safety:

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

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

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

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

K. Acknowledgment of Funding:

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

L. Client Fees and Third-Party Revenue:

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

(2) Contractor agrees that revenues or fees received by Contractor related to Services performed and materials developed or distributed with funding under this Agreement shall be used to increase the gross program funding such that a greater number of persons may receive Services. Accordingly, these revenues and fees shall not be deducted by Contractor from its billing to the City, but will be settled during the provider's settlement process.

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

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

N. Patients' Rights:

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

O. Under-Utilization Reports:

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

P. Quality Improvement:

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

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

Q. Working Trial Balance with Year-End Cost Report

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

R. Harm Reduction

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

S. Compliance with Behavioral Health Services Policies and Procedures

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

T. Fire Clearance

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

U. Clinics to Remain Open:

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

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

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

CONTRACTOR acknowledges its understanding that failure to provide SERVICES in full as specified in Appendix A of this Agreement may result in immediate or future disallowance of payment

for such SERVICES, in full or in part, and may also result in CONTRACTOR'S default or in termination of this Agreement.

V. Compliance with Grant Award Notices:

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

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

2. Description of Services

Contractor agrees to perform the following Services:

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

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

- Appendix A-1a – EPSDT Outpatient
- Appendix A-1b – EPSDT Riley
- Appendix A-1c –Treasure Island
- Appendix A-1d –EPSDT LGBTQ
- Appendix A-2 Early Childhood Mental Health Consultation Initiative (ECMHCI)

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. Identifiers:

- 1. A-1a: Program Name: Homeless Children's Network EPSDT - General**
Program Address (primary program site address): 3450 3rd Street Unit 1C
City, State, Zip Code: San Francisco, CA 94124
Telephone: (415) 437-3990 / Facsimile: (415) 437-3994

Executive Director: April Silas
Telephone: (415) 437-3990 X 308
Email; Address: april@hcnkids.org

Program Code: 38AS3

Salvation Army /Harbor House
Hamilton Shelter
Hamilton Family Center
Bayview Family Resource Center
Faces Bayview Child Care Center
Wu Yee Bayview Child Development Center
Family Childcare Quality Network
Larkin Street Youth Services
SFUSD Schools, including Buena Vista, Guadalupe, Glen Park, Hillcrest, Starr King, E.R.
Taylor, Bessie Carmichael, Cesar Chavez, Daniel Webster, Leonard Flynn, Malcolm X and
Longfellow Elementary Schools, and James Lick and Horace Mann Middle Schools.
Homeless Programs / MHSA
La Casa de las Madres
ERMHS referrals

- A-1b: Program Name: Homeless Children's Network EPSDT- Riley**
Program Address (primary program site address): 3450 3rd Street Unit 1C
City, State, Zip Code: San Francisco, CA 94124
Telephone: (415) 437-3990 / Facsimile: (415) 437-3994

Executive Director: April Silas
Telephone: (415) 437-3990 X 308
Email; Address: april@hcnkids.org

Program Code: 38AS4

Riley Center:
Brennan House
Rosalie House

- A-1c: Program Name: Homeless Children's Network EPSDT – Treasure Island**
Program Address (primary program site address): 3450 3rd Street Unit 1C
City, State, Zip Code: San Francisco, CA 94124
Telephone: (415) 437-3990 / Facsimile: (415) 437-3994

Executive Director: April Silas
Telephone: (415) 437-3990 X 308
Email; Address: april@hcnkids.org

Program Code: 38AS5

Treasure Island Housing
Treasure Island Child Development Center

A-1d: Program Name: Homeless Children's Network EPSDT – LGBTQ
Program Address (primary program site address): 3450 3rd Street Unit 1C
City, State, Zip Code: San Francisco, CA 94124
Telephone: (415) 437-3990 / Facsimile: (415) 437-3994
Program Code: 38AS6

Executive Director: April Silas
Telephone: (415) 437-3990 X 308
Email; Address: april@hcnkids.org

LGBTQ Collaborative
Our Family Coalition
SF Pride
Camp It Up!

2. Nature of Document

Second Amendment

3. Goal Statement

To provide culturally competent, strength-based mental health services which are focused on the specific needs of homeless children and families living in emergency, transitional and domestic violence shelters.

4. Priority Population

EPSDT program target populations are all populations and ethnicities in San Francisco with focused expertise to address the unique needs of youth ages 0-17 and their families in all neighborhoods throughout San Francisco. We extend our services to families who reside in emergency and domestic violence shelters, transitional programs, SROs, as well as to families who are in permanent stable housing but have a formative history with homelessness. HCN will serve families whose clinical needs fall within the medical necessity requirement for behavioral support, while simultaneously assuring that all services rendered are within the scope of our agency's specialty, skills, and oversight. Whenever it is assessed that this program cannot adequately meet the service needs of a particular client, staff will make a client referral that better meets the services needs of the client, either internally or to a co-service provider in San

Francisco.

5. Modality(s)/Intervention(s)

Definitions of Service Modalities

Mental Health Services

"Mental Health Services" means those individual 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 services, crisis intervention, crisis stabilization, day rehabilitation, or day treatment intensive. Service activities may include but are not limited to assessment, plan development, collateral, therapy and case management.

Assessment

"Assessment" means a service delivery 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.

Case Management

"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.

For the total number of minutes to be provided in FY 22-23 please refer to the corresponding CRDC page in the budget workbook for details.

6. Methodology

Direct Client Services

A. As the premiere agency in San Francisco acting as the collaborative centralizing referral

response agency for mental health and shelter-based child care and early intervention services to homeless children, HCN operates as a comprehensive support organization for homeless families for city-wide resources. Our collaborative model allows for efficient and thorough outreach, promotion and advertisement activities. Monthly collaborative meetings in which providers share resources and coordinate referrals act as an outreach, promotion and advertisement mechanism. In addition, each collaborating agency has information posted on site in client gathering areas. Regular outreach, through community meetings with families at each shelter, also promotes services.

- B. Program eligibility is determined by HCN's Clinical Director upon referral from collaborative members. Program participants must have current full-scope Medi-Cal and a mental health diagnosis that meets medical necessity. HCN participates in the BHS Advanced Access initiative, including ensuring timely measurement of data at the site and reporting of data to BHS as required. Program will adhere to BHS guidelines regarding assessment and treatment of indigent (uninsured) clients.
- C. HCN provides mental health, case management, crisis intervention, and collateral support services to children and their families living in emergency, domestic violence, and transitional shelters, as well as those families referred by homeless agencies. Services include family-focused, child centered therapy: individual counseling, play therapy, family counseling, and group therapy; as well as, case management linkages to appropriate and viable community resources. CANS data is reviewed by HCN's Program Director and used to determine training needs, supervision needs and discharge planning. Services are developmentally, linguistically, environmentally, and culturally optimal and accessible for families. Hours of operation are Monday-Friday 9a-6p. Services are delivered at the locations listed above, as well as at our offices at 3450 3rd Street Unit 1C and 1426 Fillmore Street, Suite 301, San Francisco, CA. During the COVID pandemic, all services may be delivered remotely via a telehealth modality.
- D. HCN services will be delivered in the context of the BHS Access system, with a common definition of medical necessity for the level of care, and a common admission and discharge criteria for the level of care. HCN's Clinical Director functions as Care Manager responsible for the client's plan of care throughout the system-wide standards of accountability that is based on cost, access, quality and outcomes.
- E. Re: program staffing refer to Appendix B.

7. Objectives and Measurements

All objectives, and descriptions of how objectives will be measured, are contained in the BHS document entitled BHS CYF Performance Objectives FY 22-23.

8. Continuous Quality Assurance and Improvement

HCN conducts continuous quality assurance and monitoring through the following means. Evidence of CQI activities is maintained in HCN's Administrative Binder for review by the

Business Office of Contract Compliance.

1. **Achievement of Contract Performance Objectives and Productivity:** HCN's Program Director is responsible for oversight of all HCN contract performance objectives and productivity. The Program Director runs monthly reports to ensure compliance with program deliverables, and directs or provides training to staff and interns in required topics. HCN Staff meet for one hour each Tuesday with the Executive Director, Program Director, Program Assistant and Clinical Supervision Staff. Staff meetings address system-level identification of areas for improvement, compliance training needs, consumer feedback and recommendations for continuous quality assurance. HCN's Program Director monitors contract performance objectives based on outcome data, and meets monthly with clinicians and the Clinical Director to ensure progress towards annual goals.
2. **Quality of Documentation: Periodic Utilization Review and Quality Control.** A committee comprised of the Clinical Supervisor, Quality Assurance Staff and Program Director meet monthly to review cases. The review covers documentation accuracy and quality, special risk factors, clinical status and progress of each client, treatment modalities and the efficacy of interventions. The committee discusses outcomes and recommendations, such as changes in service intensity and referrals. PURQC Committee notes are kept by the Program Director and include recommendations to be conveyed to individual clinicians. A PURQC log is filled out at each committee meeting, and notes are kept by the Program Director. HCN's PURQC Committee complies with all SFDPH-BHS policies and procedures. Every clinician meets weekly with the Clinical Supervision Team for individual clinical supervision, and attends a weekly 2-hour Group Supervision meeting. Recommendations of the PURQC Committee are conveyed to clinicians during these meetings. A monthly internal chart review is conducted by the Clinical Director. The Clinical Supervision Team keeps notes and a sign-in sheet for each Group Supervision session, including the topics covered.
3. **Cultural Competency of Staff and Services:** HCN's hiring policy includes thorough screening of candidates for cultural fit and cultural humility in serving the target population. HCN's Executive Director arranges for quarterly trainings to staff and interns in Cultural Sensitivity. Every Tuesday the clinical staff and interns participate in a one and a half hour workshop on relevant topics, such as therapeutic techniques, legal and ethical issues, and cultural competency.
4. **Satisfaction with Services:** HCN participates in the administration of semi-annual Consumer Perception Surveys, as directed by BHS. Results of Consumer Satisfaction surveys inform recommendations for quality improvement, through trainings held at weekly Staff Meetings and/or monthly Program Meetings.
5. **Timely Completion and Use of Outcome Data:** Timely submissions of CANS, Progress Notes and Plans of Care are tracked by HCN's Quality Assurance Associate, who provides support and 1:1 coaching to program staff and interns. CANS assessment data is reviewed quarterly by HCN's Program Director and discussed with the PURQ Committee. Improvements to service delivery to improve CANS outcomes are facilitated through training and direction to clinicians, during weekly individual supervision, weekly group supervision and monthly trainings.

9. Required Language: N/A

Program Name: ECMHCI Funding Term: 7/1/2022-6/30/2023

Funding Source: MH MHA (PEI), MH WO DCYF Child Care, MH WO HSA Childcare, MH WO CFC School Readiness, MH WO CFC MH Pre-School, MH CYF County General Fund, MH CYF County GF WO CODB

1. Identifiers:

Program Name: **Early Childhood Mental Health Consultation Initiative (ECMHCI)**

Program Address: **3450 3rd Street Unit 1C**

City, State, Zip Code: **San Francisco, CA 94124**

Telephone: 415-437-3990

Facsimile: 415-437-3994

Website Address: www.hcnkids.org

Executive Director: April Silas

Telephone: 415-437-3990 X 308

april@hcnkids.org

Program Code(s): *38AS ECMHCI / PEI*

2. Nature of Document:

Second Amendment

3. Goal Statement: To improve the lives of young children (Birth-5 years old) and their families. More specifically, it is designed to ensure the emotional well-being of children by providing mental health consultation and support services to the shelter-based and homeless services child care providers who care for them on a daily basis.

4. Priority Population: ECMHCI target populations are all populations and ethnicities in San Francisco with focused expertise to address the unique needs of shelter-based, and/or homeless programs childcare providers, parents, and children (age 0 to 5 years) of CalWORKs families and other low-income families. Of particular interest are homeless families with young children – Birth to 5 years old. Homeless families transition throughout San Francisco's Family Shelter and Homeless Program System without a unifying voice of support. This population of chronic homeless families often qualifies for available space at shelter-based and homeless program child care settings due to their extreme need for consistency. Whenever it is assessed that this program cannot adequately meet the service needs of a particular client, staff will make a client referral that better meets the service needs of the client, either internally or to a co-service provider in San Francisco.

Site Name	Number of Classrooms	# of Children	#of Staff	Funding Source(s)	Site Type	Tier
1.FACES-Bayview	4	50	12	SALY	ECE	2
2.FACES-Masonic	3	25	8	SALY	ECE	2
3.Lee Woodward Counseling Center	1	20	5	SALY	SA	3
4.Our Family FRC	1	40	15	SALY	FRC	2

Program Name: ECMHCI Funding Term: 7/1/2022-6/30/2023

Funding Source: MH MHSa (PEI), MH WO DCYF Child Care, MH WO HSA Childcare, MH WO CFC School Readiness, MH WO CFC MH Pre-School, MH CYF County General Fund, MH CYF County GF WO CODB

Site Name	Number of Classrooms	# of Children	#of Staff	Funding Source(s)	Site Type	Tier
5.Harbor House Shelter	1	12	8	SALY	SHEL	2
6.Brennan House	1	20	8	SALY	SHEL	2
7.Rosalie House	1	25	5	SALY	SHEL	2
8. Little Children Development Center	1	20	4	SALY	ECE	2
9.Centro las Olas	1	20	4	SALY	ECE	1
10.Family Child Care Centers	Up to 31	Up to 310	Up to 100	SALY	FCC	1
11.Family Child Care Centers	Up to 31	Up to 310	Up to 100	SALY	FCC	1
12.Project Adapt	1	20	6	SALY	SA	2
13. Jelani House	2	40	7	SALY	SHEL	2
14.Western Addition FRC	2	24	7	SALY	FRC	2
15.Bayview FRC	2	24	7	SALY	FRC	3
16.OMI FRC	2	15	6	SALY	FRC	3
17.Aviva House	1	15	6	SALY	SA	2
19.Little Children’s Development Center	2	20	6	SALY	ECE	2
20.YMCA Stonestown Preschool	2	20	7	SALY	ECE	2
21. YMCA LCOS	2	20	5	SALY	ECE	1
22.Edgewood FRC	2	20	6	SALY	FRC	2
23.FranDelJA Fairfax	2	21	6	SALY	ECE	3
24.Wu Yee Southeast	3	40	10	SALY	ECE	2
Site Name	Number of Classrooms	# of Children	#of Staff	Funding Source(s)	Site Type	Tier

SFUSD - William Cobb	1	22	3	SFUSD	SFUSD	1
SFUSD - Charles Drew	4	60	12	SFUSD	SFUSD	3
SFUSD – John McLaren (+TK)	5	90	13	SFUSD	SFUSD	3
SFUSD- Jose Ortega	1	16	2	SFUSD	SFUSD	1
SFUSD - Leola Havard (NO +TK)	5	60	5	SFUSD	SFUSD	3
SFUSD- Malcolm X Academy (+TK)	2	32	3	SFUSD	SFUSD	3
SFUSD - Sheridan	1	20	2	SFUSD	SFUSD	1
SFUSD - Starr King	1	16	2	SFUSD	SFUSD	2
SFUSD - Zaida Rodriguez (+TK)	4	68	9	SFUSD	SFUSD	2
SFUSD - Shoestrings	5	60	24	SFUSD	SFUSD	3

*SALY = Same As Last Year

5. Modality(s)/Intervention(s): All ECMHCI contractors are required to establish a Site Agreement with each respective site served (child care, shelter, family resource center, etc. at the beginning of each fiscal or academic year, whichever is most appropriate. Each Site Agreement document should include the following information:

- Site information to which the Site Agreement applies
- The term of the Site Agreement
- Number of on-site consultation hours per week
- Agreed upon services that the consultant will provide
- Agreed upon client/site roles and responsibilities
- Agreed upon day and time for regular group consultation meeting
- Schedule of planned review of Site Agreement document

- Signature lines for Consultant, Site Director/Manager, Contractor Program Director

HCN's Policies and practices to ensure SOPs are complied with, and how HCN will monitor the Consultant's work:

HCN's policies and practices are based on the idea of the parallel process. The parallel process model begins with the consultant supporting and educating child care staff, thereby empowering the staff to avoid burn out and provide improved services and care to families, which in turn enhances parent's abilities to provide benevolent and healthy parenting to their children, leading to more emotionally stable children and secure families able to ultimately move forward during a difficult time in their lives. Furthermore, our policies aims to establish "baseline readiness" for the shelter-based childcare centers/family child care/child development centers, which is centralized around the idea of the center structure being ready to provide quality services to children and families. The key to success for baseline readiness is relationship-building between the consultant and center providers, as well as the establishment of a comprehensive and consistent system of care utilizing Best Practices methods that aim to insure that center staff and homeless families are operating to the best of their abilities. We support HCN's Consultants to therefore anchor their philosophy and interventions on the following premises:

- Children do best when there is a good cooperative working relationship between family and caregiver/shelter staff.
- We believe in the importance of relationships: relationships between parents and children, between children and staff, between staff and consultant.
- We believe in the process of reflection that give people a certain kind of attention that helps us reconnect with what we know

Each childcare center has its own unique character based on its services. To respond optimally to each environment, HCN makes an effort to match centers with the appropriate consultant based on experience with certain issues faced by families there, or cultural factors like language and ethnicity. By linking consultants who more closely reflect or at the very least are able to empathize to a greater degree with both staff and/or the families they serve, stronger relationships are developed between staff, the consultant, and the families, thereby creating a responsive and encouraging environment most beneficial to the positive growth and development of homeless and formerly homeless families. We accomplish this by providing weekly individual and group supervision, weekly trainings, and consultant-to-consultant support. The Executive and Program Directors both create ongoing communication with each collaborative site in order to establish strong rapport and trust. HCN's standards of practice are based on the offering of our entire system of care as a form of support for the child care site. We understand that by supporting the child care system of each program, and therefore its teachers/providers, to grow in efficacy toward the greater child development practices, we are also supporting each child and parent with the most sustainable impact.

Modalities

CATEGORY 1

The following services are consultation-based. These services are not billed to EPSDT/Medi-Cal. They are billed as fee-for-service using grant funding, as well as MHA funds. During the COVID pandemic, all services may be delivered remotely to ensure the health and safety of both clients and staff.

Note: Consultation services that focus on specific children and parents are subject to parental consent and HIPAA compliance.

CI: Consultation - Individual: Discussions with a staff member on an individual basis about a child or a group of children. Includes assisting providers and parents in completing the Ages and Stages Questionnaire (ASQ) and/or the Ages and Stages Questionnaire – Social Emotional (ASQ-SE) evidence-based developmental screening tool to obtain baseline information and whether additional supports are necessary. Other strategies include but are not limited to discussions with a staff member on an individual basis about early childhood mental health, child development in general, classroom management strategies, and integrating mental health best practices into program activities and policies. Strategies can also include collaborative work with a parent, such as offering parental guidance involving discussions about child development, concerns about developmental screenings, problem-solving together during case consultation sessions, and exploring referrals to additional supports.

CG: Consultation - Group: Talking/working with a group of three or more providers at the same time about their interactions with a particular child, group of children and/or families. This may include consultation regarding the program as a whole or the design of a particular strategy or intervention. These meetings are also a forum for team development within the provider's staff.

CO: Consultation - Observation: Observing a child, group of children, or entire classroom within a defined setting to inform consultation services to teachers/staff/programs/parents. The purpose of these observations is to help inform the individual and group consultation process and therefore address the behavioral and developmental needs of the children through the enhancement of their primary relationships.

ST: Consultation – Staff Training: Providing structured, formal, in-service trainings to a group of three or more individuals comprised of staff of early care and education programs, family resource centers, shelters, etc. to develop their capacity to address the myriad of social-emotional and mental health needs of the children in their care. Topics may include, but are not limited to, the social-emotional foundations of learning, behavior management techniques/promoting positive behaviors, effective communication strategies, and working with parents.

PT: Consultation - Parent Training/Support Group: Providing didactic training on a specific topic or ongoing support to a group of parents. The format and frequency vary from one-time workshops to ongoing support groups for a consistent cohort of parents. Consultants are encouraged to learn about and pilot evidenced parenting programs such as *Triple P* and *Incredible Years*.

RL: Early Referral/Linkage: When the consultant's involvement with parents and child reveals a need for longer-term help and/or adjunct services, the consultant is optimally situated to assist the family in securing appropriate services. When necessary, the consultant will refer children and

Program Name: ECMHCI Funding Term: 7/1/2022-6/30/2023

Funding Source: MH MHA (PEI), MH WO DCYF Child Care, MH WO HSA Childcare, MH WO CFC School Readiness, MH WO CFC MH Pre-School, MH CYF County General Fund, MH CYF County GF WO CODB

families for community services such as multi-disciplinary assessment; special education; occupational, speech, and physical therapy; family resource center services; or individual child or parent-child mental health services. The consultant's established relationship with the family increases the likelihood that the family will trust the recommendation and therefore pursue the referral. The consultant ensures the family's engagement with needed services by remaining involved with the family throughout the process. Once services are in place, the consultant can, with the parent's permission, act as a liaison between the new service provider and the early care and education staff; relaying information that enhances the staff's ongoing understanding and work with the particular child.

SU: Consultant Training/Supervision: Covers the trainings offered to early childhood mental health consultants as a whole or through individual contractors, which includes the trainings provided by the ECMHCI Training Institute and other required trainings. Also covers supervision of consultants both individually and in groups.

EV: Evaluation: Activities conducted to assess the progress of any agency towards meeting the stated goals and objectives for the Early Childhood Mental Health Consultation Initiative. Can also include time spent complying with the CBHS-initiated evaluation efforts.

SW: Systems Work: Participating in other coordination efforts/teams to expand the capacity of providers who work with young children and their parents to prevent, recognize, and manage the mental health and behavioral issues in children 0 – 5, enhance the development of inclusive education sites, and continuous quality improvement. This includes being a participating member of the Trans disciplinary teams that are part of the Center for Inclusive Early Education, coaching and consultant collaborative meetings, SF Quality Partnership meetings, etc.

CATEGORY 2

These activities involve the provision of planned early intervention services to children and families. Client charts must be opened, but **a mental health diagnosis of the child is not required.** ECMHCI contractors must adhere to all HIPAA compliance and CBHS documentation requirements as specified. However, these services are not billed to EPSDT/Medi-Cal. They are billed as fee-for-service using grant funds, as well as MHA funds. During the COVID pandemic, all services may be delivered remotely to ensure the health and safety of both clients and staff.

*Note: These activities are pre-diagnostic and therefore not considered to be planned mental health services. They are brief time-limited interventions focused on the development of skills related to improving a child's social-emotional and behavioral functioning.**

EI: Early Intervention – Individual: Activities directed to a specific child, parent, or caregiver that are not considered to be planned mental health services. Decisions about whether this level of care is needed must be decided during consultation sessions where parental consent is obtained. Activities include, but are not limited to: conducting developmental and/or social-emotional screening; individual child interventions, such as 1:1 support or shadowing in the classroom for a child struggling with behavioral or social difficulties who is at risk for expulsion; meeting with a

Program Name: ECMHCI Funding Term: 7/1/2022-6/30/2023

Funding Source: MH MHS (PEI), MH WO DCYF Child Care, MH WO HSA Childcare, MH WO CFC School Readiness, MH WO CFC MH Pre-School, MH CYF County General Fund, MH CYF County GF WO CODB

parent/caregiver to discuss specific concerns they may have about their child's development, and/or helping them explore and implement new and specific parenting practices that would improve their child's social-emotional and behavioral functioning.

EG: Early Intervention – Group: Conducting playgroups/socialization groups involving at least three children. These groups are designed to help children learn social skills such as getting along with others, making friends, handling and expressing frustrations, understanding and modulating feelings, developing reciprocity and compromise with peers, and learning cooperation with peers and adults. The groups occur on site and are led by the mental health consultant, and in some instances can be co-facilitated by a member of the site staff.

**Early intervention services do not require a mental health diagnosis of the child. However, the client chart must include a client plan that is informed by a completed Ages and Stages Questionnaire (ASQ) or Ages and Stages Questionnaire – Social Emotional (ASQ-SE). If not already performed, and early intervention services are indicated, then the mental health consultant must ensure the ASQ is completed prior to the onset of services. In their assessment, the mental health consultant may also use the ASQ-SE as a follow-up to the ASQ to further inform the development of interventions. The client plan must reflect the needs identified by the screenings and must include goals and interventions that will help support the child's ability to remain in their current care setting.*

CATEGORY 3

These activities involve the provision of planned mental health services to children and families. Mental Health Services can be provided in the event that a referral/linkage for mental health treatment is not possible, or there is mutual agreement from consultation sessions that mental health services would benefit the child if provided on-site. Client charts must be opened. Therefore, the ECMHCI contractor must adhere to all HIPAA compliance and CBHS documentation requirements as specified. These services are to be billed to EPSDT/Medi-Cal first. These services can be billed as fee-for-service using grant or MHS funding only if the child is not a full-scope Medi-Cal beneficiary. During the COVID pandemic, all services may be delivered remotely to ensure the health and safety of both clients and staff.

MI or MG: Mental Health Services - Individual, Family, or Group Therapy: Provided for a subset of the most at risk children for whom the indirect involvement of consultation and lower intensity early intervention services are not sufficient to address behavioral concerns. Targeted therapeutic interventions are employed by consultants that focus primarily on symptom reduction as a means to improve functional impairments that a child may be experiencing due to diagnosable mental health concerns. Therapy may be delivered to an individual or group of children and may include family therapy at which the child is present. Decisions about whether this level of care is needed must be decided during consultation sessions where parental consent is obtained. *A mental health diagnosis of the child is required, and client charts must include a client treatment plan that is informed by a completed CANS Assessment and may also include the results of developmental or social-emotional screenings. The client plan must include goals and interventions that will help support the child's ability to remain in the current care setting.*

Standards of Practice (SOP)

Program Name: ECMHCI Funding Term: 7/1/2022-6/30/2023

Funding Source: MH MSA (PEI), MH WO DCYF Child Care, MH WO HSA Childcare, MH WO CFC School Readiness, MH WO CFC MH Pre-School, MH CYF County General Fund, MH CYF County GF WO CODB

All ECMHCI contractors must incorporate the following standards of practice into each of their scopes of work: NOTE: The standards of practice for consultation services that are detailed below are only applicable to early care and education, family child care, and shelter programs, and are NOT directly applicable to services provided to family resources centers. In other words, the Standards of Practice do not apply to those settings.

Program Consultation

Center and/or classroom focused (including children’s programming in shelter settings), benefits all children by addressing issues impacting the quality of care.

Frequency of Activities

	Children’s Programs w/in Shelters	Small Child Care Center 12-24 children	Medium Child Care Center 25-50 children	Large Child Care Center > 50 children
Activity				
Program Observation	Initially upon entering the site and 2 to 3 times a year per classroom equaling 4 to 6 hours per year	Initially upon entering the site and 2 to 3 times a year per classroom equaling 4 to 6 hours per year	Initially upon entering the site and 2 to 4 times a year per classroom equaling 6 to 10 hours per year	Initially upon entering the site and 2 to 4 times a year per classroom equaling 10 to 20 hours per year
Meeting with Director	Monthly 1 hour per month	Monthly 1 hour per month	Monthly 1 to 2 hours per month	Monthly 2 to 3 hours per month
Meeting with Staff	Bi-monthly with all staff members (usually by classroom) 2 hours a month	Bi-monthly with all staff members (usually by classroom) 2 hours a month	Bi-monthly with all staff members (usually by classroom) 2 to 4 hours a month	Bi-monthly with all staff members (usually by classroom) 4 to 6 hours a month
	Children’s Programs w/in Shelters	Small Child Care Center 12-24 children	Medium Child Care Center 25-50 children	Large Child Care Center > 50 children

Program Name: ECMHCI Funding Term: 7/1/2022-6/30/2023

Funding Source: MH MHA (PEI), MH WO DCYF Child Care, MH WO HSA Childcare, MH WO CFC School Readiness, MH WO CFC MH Pre-School, MH CYF County General Fund, MH CYF County GF WO CODB

Trainings	As needed and as stipulated in the MOU between the site and the service providing agency	As needed and as stipulated in the MOU between the site and the service providing agency	Same as small center	Same as small center
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Case Consultation

Child focused, benefits an individual child by addressing developmental, behavioral, socio-emotional questions or concerns with teachers and/or staff.

Frequency of Activities

	Children’s Programs w/in Shelters	Small Center 12-24 children	Medium Center 25-50 children	Large Center >50 children
Activity				
Child Observation	2 to 4 times initially for each child and as needed. Recommended 4 to 10 hours per child per year.	2 to 4 times initially for each child and as needed. Recommended 4 to 10 hours per child per year.	Same as for small center	Same as for small center
Meeting with Director	Once per month per child who is the focus of case consultation.	Once per month per child who is the focus of case consultation.	Same as for small center	Same as for small center
Meeting with Staff	Once per month per child for duration of case consultation.	Once per month per child for duration of case consultation.	Same as for small center.	Same as for small center.
Meeting with Parents	3 to 5 times per child	3 to 5 times per child	Same as for small center.	Same as for small center.

- Direct services occur within the child care center and/or shelter as allowed by the established Site Agreement and are provided as needed to specific children and family members. All services to children are contingent upon written consent from parents or legal guardians.
- Provided by mental health consultants who are licensed or license-eligible.
- All direct treatment service providers, consultants, receive ongoing clinical supervision.
- Assessments for direct treatment service eligibility can include screenings for special needs, domestic violence in the family, possible referral for special education screenings, and alcohol or other substance use in the family.
- All direct treatment providers follow federal HIPPA regulations pertaining to the provisions of services and the maintenance of records.

Additional Modalities of Service/Interventions:

- Assessment of the site-specific environment will be a key factor in determining the level of ongoing involvement between HCN's Executive Director and key management from the site.
- All direct treatment providers will be trained to provide culturally-competent, environmentally-competent, and developmentally-competent services.

6. Methodology

- A. As the premier agency in San Francisco acting as the collaborative centralizing referral response agency for mental health and shelter-based child care and early intervention services to homeless children, HCN operates as a comprehensive support organization for homeless families for city-wide resources. Our collaborative model allows for efficient and thorough outreach, promotion and advertisement activities. Monthly collaborative meetings in which providers share resources and coordinate referrals act as an outreach, promotion and advertisement mechanism. In addition, each collaborating agency has information posted on site in client gathering areas. Regular outreach, through community meetings with families at each shelter, also promotes services.
- B. HCN's Early Childhood Consultation services to the Shelters/Programs/FCCs are linked to the site, and are therefore not based on individual client eligibility standards. Therefore admission, enrollment and intake criteria for program eligibility is determined by the child/family's/staff's participation with the collaborating site.
- C. HCN's Early Childhood Consultation services will be delivered by using our mobile approach to "meeting providers/clients where they are." We travel to child care sites after creating a relationship to both the providers and parents in order to help promote optimal child development practices and provider support for both individual parent and child, as well as the program. During the COVID pandemic, all services may be delivered remotely to ensure the health and safety of both clients and staff. The foundation of our approach is simple: as the programs are strengthened to support the caregivers of our most vulnerable children and parents, the caregivers are therefore strengthened to provide the attentiveness, skilled

Program Name: ECMHCI Funding Term: 7/1/2022-6/30/2023

Funding Source: MH MHA (PEI), MH WO DCYF Child Care, MH WO HSA Childcare, MH WO CFC School Readiness, MH WO CFC MH Pre-School, MH CYF County General Fund, MH CYF County GF WO CODB interventions, patience, and love needed to guide the daily care of children from birth to five years old. Hence, our communities will have healthy and vibrant children to celebrate.

- D. HCN's Early Childhood Consultation services will be developmentally, linguistically, environmentally, and culturally optimal and accessible for families. Our staff therefore will reflect both a supremely high level of child development experience, including, but not limited to graduate studies in a related field; as well as, having the personality and emotional presence to be the example of self-care and balance. The specific methodology for our program model will be delivered in the context of the following services: HCN provides Consultation-Individual, Consultation-Group, Consultation-Class/Child Observation, Training/Parent Support, Direct Services- Individual, Direct Service Group services to children. In addition, Outreach & Linkage and Program Evaluation will be provided. Hours of operation are Monday-Friday 9a-6p. Services are delivered at the shelter/program/FCC locations listed above, as well as at our offices at 3450 3rd Street Unit 1C and 1426 Fillmore Street Suite 301.
- E. Re: staffing refer to Appendix B

7. Objectives and Measurements:

A. Standardized Objectives

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

8. Continuous Quality Improvement:

HCN conducts continuous quality assurance and monitoring through the following means. Evidence of CQI activities is maintained in HCN's Administrative Binder for review by the Business Office of Contract Compliance.

1. Achievement of Contract Performance Objectives and Productivity: HCN's Program Director is responsible for oversight of all HCN contract performance objectives and productivity. The Program Director runs monthly reports to ensure compliance with program deliverables, and directs or provides training to staff and interns in required topics. HCN Staff meet for one hour each Tuesday with the Executive Director, Program Director, Program Assistant and Clinical Supervision Staff. Staff meetings address system-level identification of areas for improvement, compliance training needs, consumer feedback and recommendations for continuous quality assurance. HCN's Program Director monitors contract performance objectives based on outcome data, and meets monthly with clinicians and the Clinical Director to ensure progress towards annual goals.
2. Clinician Support and Oversight: Every clinician meets weekly with the Clinical Supervision Team for individual clinical supervision, and attends a weekly 2-hour Group Supervision meeting. Recommendations for services are provided during supervisions. The Clinical

Program Name: ECMHCI Funding Term: 7/1/2022-6/30/2023

Funding Source: MH MESA (PEI), MH WO DCYF Child Care, MH WO HSA Childcare, MH WO CFC School Readiness, MH WO CFC MH Pre-School, MH CYF County General Fund, MH CYF County GF WO CODB

Supervision Team keeps notes and a sign-in sheet for each Group Supervision session, including the topics covered.

3. Cultural Competency of Staff and Services: HCN's hiring policy includes thorough screening of candidates for cultural fit and cultural humility in serving the target population. HCN's Executive Director arranges for quarterly trainings for staff and interns in Cultural Sensitivity. Every Tuesday the clinical staff and interns participate in a one and a half hour workshop on relevant topics, such as therapeutic techniques, legal and ethical issues, and cultural competency.

4. Satisfaction with Services: HCN participates in the administration of annual Consumer Satisfaction Surveys, as directed by BHS. Results of Consumer Satisfaction surveys inform recommendations for quality improvement, through trainings held at weekly Staff Meetings and/or monthly Program Meetings.

5. Timely Completion and Use of Outcome Data: Monthly activity forms are completed to track services provided to sites. Improvements to service delivery are facilitated through training and direction to clinicians, during weekly individual supervision, weekly group supervision and monthly trainings.

9. Required Language (if applicable):

A. For CBHS CYF 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 of content, timelines, ensuring standards of practice, and all reporting requirements as put forth by the BHS ECMHCI System of Care Program Manager and RFQ-16-2018.

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 System of Care 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 3.3.1 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 MHSF Fund 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 are listed below:

- Budget Summary
- Appendix B-1a – EPSDT Outpatient
- Appendix B-1b – EPSDT Riley
- Appendix B-1c –Treasure Island
- Appendix B-1d –EPSDT LGBTQ
- Appendix B-2 Early Childhood Mental Health Consultation Initiative (ECMHCI)

B. CONTRACTOR understands that, of this maximum dollar obligation listed in section 3.3.1 of this Agreement, \$867,335 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.

(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 a 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 to June 30, 2019	\$ 1,133,479
July 1, 2019 to June 30, 2020	\$ 1,976,957
July 1, 2020 to June 30, 2021	\$ 1,767,159
July 1, 2021 to June 30, 2022	\$ 2,089,978
July 1, 2022 to June 30, 2023	\$ 2,402,618
July 1, 2023 to June 30, 2024	\$ 2,500,743
July 1, 2024 to June 30, 2025	\$ 1,283,119
July 1, 2025 to June 30, 2026	\$ 1,334,443
July 1, 2026 to June 30, 2027	\$ 1,387,821
July 1, 2027 to Dec 31, 2027	\$ 721,667
SubTotal July 1, 2018 to Dec 31, 2027	\$ 16,597,984
Contingency	\$867,335
TOTAL July 1, 2018 to Dec 31, 2027	\$ 17,465,319

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 Homeless Children’s Network 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 2: Department of Public Health Cost Reporting/Data Collection (CRDC)

DHCS Legal Entity Number 00723		Appendix Number B-1e	
Provider Name Homeless Children's Network		Page Number 2	
Provider Number 38AS		Fiscal Year 22-23	
Contract ID Number 1000011726		Funding Notification Date 09/13/22	
Program Name	EPSDT Outpatient	EPSDT Outpatient	
Program Code	38AS3	38AS3	
Mode/SFC (MH) or Modality (SUD)	15/01-09	15/10-57, 59	
Service Description	OP-Case Mgt Brokerage	OP-MH Svcs	
Funding Term (07/01/20-06/30/21):	7/1/22-6/30/23	7/1/22-6/30/23	
FUNDING USES			TOTAL
Salaries & Employee Benefits	9,306	533,446	\$ 542,752
Operating Expenses	2,694	184,865	\$ 187,559
Subtotal Direct Expenses	\$ 12,000	\$ 718,311	\$ 730,311
Indirect Expenses	1,441	86,198	\$ 87,639
Indirect %	12.0%	12.0%	12.0%
TOTAL FUNDING USES	\$ 13,441	\$ 804,509	\$ 817,950
BHS MENTAL HEALTH FUNDING SOURCES	Dept-Auth-Proj-Activity		
MH CYF Fed SDMC FFP (50%)	251962-10000-10001670-0001	5,938	373,873 \$ 379,811
MH CYF State 2011 PSR-EPSDT	251962-10000-10001670-0001	5,082	364,898 \$ 369,980
MH CYF County General Fund	251962-10000-10001670-0001	2,421	65,738 \$ 68,159
TOTAL BHS MENTAL HEALTH FUNDING SOURCES		\$ 13,441	\$ 804,509 \$ 817,950
TOTAL DPH FUNDING SOURCES		\$ 13,441	\$ 804,509 \$ 817,950
TOTAL FUNDING SOURCES (DPH AND NON-DPH)		13,441	804,509 817,950
BHS UNITS OF SERVICE AND UNIT COST			
Payment Method	Fee-For-Service (FFS)	Fee-For-Service (FFS)	
DPH Units of Service	2,694	104,211	
Unit Type	Staff Minute	Staff Minute	
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only)	\$ 4.99	\$ 7.72	
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)	\$ 4.99	\$ 7.72	
Published Rate (Medi-Cal Providers Only)	\$ 4.99	\$ 7.72	Total UDC
Unduplicated Clients (UDC)	2	102	104

Appendix B - DPH 3: Salaries & Employee Benefits Detail

Contract ID Number 1000011726
 Program Name EPSDT Outpatient
 Program Code 38AS3

Appendix Number B-1e
 Page Number 3
 Fiscal Year 22-23
 Funding Notification Date 09/13/22

	TOTAL		251962-10000-10001670-0001			
Funding Term	7/1/22-6/30/23		7/1/22-6/30/23			
Position Title	FTE	Salaries	FTE	Salaries	FTE	Salaries
Executive Director	0.13	\$ 22,397	0.13	\$ 22,397		
Program Director	0.21	\$ 22,561	0.21	\$ 22,561		
Clinical Supervisor	0.21	\$ 18,459	0.21	\$ 18,459		
Clinical Director	0.04	\$ 4,307	0.04	\$ 4,307		
Clinical Supervisor	0.14	\$ 12,460	0.14	\$ 12,460		
Mental Health Therapist	3.20	\$ 230,465	3.20	\$ 230,465		
Quality Assurance Director	0.43	\$ 41,021	0.43	\$ 41,021		
Program Manager	0.49	\$ 38,211	0.49	\$ 38,211		
Clinical Supervisor	0.24	\$ 21,545	0.24	\$ 21,545		
Quality Assurance Associate	0.20	\$ 15,505	0.20	\$ 15,505		
Totals:	5.29	\$ 426,931.34	5.29	\$ 426,931.34	0.00	\$ -
Employee Benefits:	27%	\$ 115,821	27.13%	\$ 115,821		
TOTAL SALARIES & BENEFITS		\$ 542,752.00		\$ 542,752.00		\$ -

\$ 115,821.05

Appendix B - DPH 4: Operating Expenses Detail

Contract ID Number 1000011726
 Program Name EPSDT Outpatient
 Program Code 38AS3

Appendix Number B-1e
 Page Number 4
 Fiscal Year 22-23
 Funding Notification Date 09/13/22

Expense Categories & Line Items	TOTAL	General Fund 251962-10000- 10001670-0001	
Funding Term	7/1/2022-6/30/2023	7/1/2022-6/30/2023	
Rent	\$ 94,281.00	\$ 94,281	\$ -
Utilities (telephone, electricity, water, gas)	\$ 17,012.00	\$ 17,012	\$ -
Building Repair/Maintenance	\$ 3,802.00	\$ 3,802	\$ -
Occupancy Total:	\$ 115,095.00	\$ 115,095.00	\$ -
Office Supplies + Laptop	\$ 8,900.00	\$ 8,900	\$ -
Photocopying	\$ 5,782.00	\$ 5,782	\$ -
Program Supplies	\$ 12,322.00	\$ 12,322	\$ -
Computer Hardware/Software	\$ 15,000.00	\$ 15,000	\$ -
Materials & Supplies Total:	\$ 42,004.00	\$ 42,004.00	\$ -
Training/Staff Development	\$ 8,000.00	\$ 8,000	\$ -
Insurance	\$ 5,150.00	\$ 5,150	\$ -
Professional License	\$ 400.00	\$ 400	\$ -
Permits	\$ 2,000.00	\$ 2,000	\$ -
Equipment Lease & Maintenance	\$ 2,800.00	\$ 2,800	\$ -
General Operating Total:	\$ 18,350.00	\$ 18,350.00	\$ -
Local Travel	\$ 10,950.00	\$ 10,950	\$ -
Out-of-Town Travel	\$ 1,160.00	\$ 1,160	\$ -
Staff Travel Total:	\$ 12,110.00	\$ 12,110.00	\$ -
TOTAL OPERATING EXPENSE	\$ 187,559.00	\$ 187,559.00	\$ -

Note: Expense Categories (i.e., Occupancy, Materials & Supplies, etc.) may NOT be changed. However, default Expenses

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

DHCS Legal Entity Number 00723		Appendix Number B-1f	
Provider Name Homeless Children's Network		Page Number 1	
Provider Number 38AS		Fiscal Year 22-23	
		Funding Notification Date 09/13/22	
Program Name	EPSDT Riley		
Program Code	38AS4		
Mode/SFC (MH) or Modality (SUD)	15/10-57, 59		
Service Description	OP-MH Svcs		
Funding Term (7/1/2020-6/30/2021):	7/1/2022-6/30/2023		
FUNDING USES			TOTAL
Salaries & Employee Benefits	10,076		10,076
Operating Expenses	10,624		10,624
Subtotal Direct Expenses	20,700	-	20,700
Indirect Expenses	2,485		2,485
Indirect %	12.0%	0.0%	12.0%
TOTAL FUNDING USES	23,185	-	23,185
BHS MENTAL HEALTH FUNDING	Dept-Auth-Proj-Activity		
MH CYF Fed SDMC FFP (50%)	251962-10000-10001670-0001	\$ 7,372	7,372
MH CYF State 2011 PSR-EPSDT	251962-10000-10001670-0001	\$ 7,134	7,134
MH CYF County General Fund	251962-10000-10001670-0001	\$ 8,679	8,679
This row left blank for funding sources not in drop-down list			-
TOTAL BHS MENTAL HEALTH FUNDING SOURCES	23,185	-	23,185
TOTAL DPH FUNDING SOURCES	23,185	-	23,185
TOTAL FUNDING SOURCES (DPH AND NON-DPH)	23,185	-	23,185
BHS UNITS OF SERVICE AND UNIT COST			
Payment Method	Fee-For-Service (FFS)		
DPH Units of Service	3,003		
Unit Type	Staff Minute	0	
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only)	\$ 7.72	\$ -	
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)	\$ 7.72	\$ -	
Published Rate (Medi-Cal Providers Only)	\$ 7.72		Total UDC
Unduplicated Clients (UDC)	3		3

Appendix B - DPH 3: Salaries & Employee Benefits Detail

Program Name EPSDT Riley
 Program Code 38AS4

Appendix Number B-1f
 Page Number 2
 Fiscal Year 22-23
 Funding Notification Date 09/13/22

Position Title	Funding Term	TOTAL		General Fund 251962-10000-10001670-0001		Dept-Auth-Proj-Activity	
		FTE	Salaries	FTE	Salaries	FTE	Salaries
Executive Director	7/1/2022-6/30/2023	0.01	\$ 1,200	0.01	\$ 1,200		
Program Director	7/1/2022-6/30/2023	0.01	\$ 800	0.01	\$ 800		
Clinical Supervisor	7/1/2022-6/30/2023	0.03	\$ 2,400	0.03	\$ 2,400		
Mental Health Therapist	7/1/2022-6/30/2023	0.05	\$ 3,526	0.05	\$ 3,526		
Totals:		0.09	\$ 7,926	0.09	\$ 7,926	0.00	\$ -
Employee Benefits:		27.13%	\$ 2,150	27.13%	\$ 2,150	0.00%	
TOTAL SALARIES & BENEFITS			\$ 10,076.00		\$ 10,076		\$ -

Appendix B - DPH 4: Operating Expenses Detail

Program Name EPSDT Riley
 Program Code 38AS4

Appendix Number B-1f
 Page Number 3
 Fiscal Year 22-23
 Funding Notification Date 09/13/22

Expense Categories & Line Items	TOTAL	General Fund 251962-10000-10001670-0001	Dept-Auth-Proj-Activity
Funding Term	7/1/2022-6/30/2023	7/1/2022-6/30/2023	(mm/dd/yy-mm/dd/yy):
Rent	\$ 10,624	\$ 10,624	
Utilities (telephone, electricity, water, gas)			
Building Repair/Maintenance			
Occupancy Total:	\$ 10,624	\$ 10,624	\$ -
TOTAL OPERATING EXPENSE	\$ 10,624	\$ 10,624	\$ -

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.

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

DHCS Legal Entity Number 00723		Appendix Number B-1g	
Provider Name Homeless Children's Network		Page Number 1	
Provider Number 38AS		Fiscal Year 22-23	
		Funding Notification Date 09/13/22	
Program Name	EPSDT TI	EPSDT TI	
Program Code	38AS5	38AS5	
Mode/SFC (MH) or Modality (SUD)	15/01-09	15/10-57, 59	
Service Description	OP-Case Mgt Brokerage	OP-MH Svcs	
Funding Term (7/1/2020-6/30/2021):	7/1/2022-6/30/2023	7/1/2022-6/30/2023	
FUNDING USES			TOTAL
Salaries & Employee Benefits	716	11,858	12,574
Operating Expenses	400	6,220	6,620
Subtotal Direct Expenses	1,116	18,078	19,194
Indirect Expenses	134	2,170	2,304
TOTAL FUNDING USES	1,250	20,248	21,498
BHS MENTAL HEALTH FUND	Dept-Auth-Proj-Activity		
MH CYF Fed SDMC FFP (50%)	251962-10000-10001670-0001	624	7,376
MH CYF State 2011 PSR-EPSDT	251962-10000-10001670-0001	312	6,888
MH CYF County General Fund	251962-10000-10001670-0001	314	5,984
This row left blank for funding sources not in drop-down list			-
TOTAL BHS MENTAL HEALTH FUNDING SOURCES	1,250	20,248	21,498
TOTAL DPH FUNDING SOURCES	1,250	20,248	21,498
TOTAL FUNDING SOURCES (DPH AND NON-DPH)	1,250	20,248	21,498
BHS UNITS OF SERVICE AND UNIT COST			
Payment Method	Fee-For-Service (FFS)	Fee-For-Service (FFS)	
DPH Units of Service	251	2,623	
Unit Type	Staff Minute	Staff Minute	
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only)	\$ 4.98	\$ 7.72	
Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)	\$ 4.98	\$ 7.72	
Published Rate (Medi-Cal Providers Only)	\$ 3.02	\$ 3.79	Total UDC
Unduplicated Clients (UDC)	1	2	3

Appendix B - DPH 3: Salaries & Employee Benefits Detail

Program Name EPSDT Treasure Island
 Program Code 38AS5

Appendix Number B-1g
 Page Number 2
 Fiscal Year 22-23
 Funding Notification Date 09/13/22

	TOTAL		General Fund 251962-10000-10001670-0001		Dept-Auth-Proj-Activity	
Funding Term	7/1/2022-6/30/2023		7/1/2022-6/30/2023		(mm/dd/yy-mm/dd/yy):	
Position Title	FTE	Salaries	FTE	Salaries	FTE	Salaries
Executive Director	0.01	\$ 1,680	0.01	\$ 1,680		
Program Director	0.01	\$ 800	0.01	\$ 800		
Clinical Director	0.01	\$ 1,200	0.01	\$ 1,200		
Clinical Supervisor	0.03	\$ 2,410	0.03	\$ 2,410		
Mental Health Therapist	0.05	\$ 3,801	0.05	\$ 3,801		
Totals:	0.11	\$ 9,891	0.11	\$ 9,891	0.00	\$ -
Employee Benefits:	27.13%	\$ 2,683	27.13%	\$ 2,683	0.00%	
TOTAL SALARIES & BENEFITS		\$ 12,574.00		\$ 12,574		\$ -

Appendix B - DPH 4: Operating Expenses Detail

Program Name <u>EPSDT Treasure Island</u>	Appendix Number <u>B-1g</u>
Program Code <u>38AS5</u>	Page Number <u>3</u>
	Fiscal Year <u>22-23</u>
	Funding Notification Date <u>09/13/22</u>

Expense Categories & Line Items	TOTAL	General Fund 251962-10000- 10001670-0001	Dept-Auth-Proj- Activity
Funding Term	7/1/2022-6/30/2023	7/1/2022-6/30/2023	(mm/dd/yy-mm/dd/yy):
Rent	\$ 6,620	\$ 6,620	
Utilities (telephone, electricity, water, gas)			
Building Repair/Maintenance			
Occupancy Total:	\$ 6,620	\$ 6,620	\$ -
TOTAL OPERATING EXPENSE	\$ 6,620	\$ 6,620	\$ -

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.

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

DHCS Legal Entity Number 00723		Appendix Number B-1h	
Provider Name Homeless Children's Network		Page Number 1	
Provider Number 38AS		Fiscal Year 22-23	
		Funding Notification Date 09/13/22	
Program Name	EPSDT LGBTQ	EPSDT LGBTQ	
Program Code	38AS6	38AS6	
Mode/SFC (MH) or Modality (SUD)	15/01-09	15/10-57, 59	
Service Description	OP-Case Mgt Brokerage	OP-MH Svcs	
Funding Term (7/1/2022-6/30/2023):	7/1/2022-6/30/2023	7/1/2022-6/30/2023	
FUNDING USES			TOTAL
Salaries & Employee Benefits	4,054	188,746	192,800
Operating Expenses	958	18,844	19,802
Subtotal Direct Expenses	5,012	207,590	212,602
Indirect Expenses	601	24,911	25,512
TOTAL FUNDING USES	5,613	232,501	238,114
BHS MENTAL HEALTH FUNDING SOURCES	Dept-Auth-Proj-Activity		
MH FED SDMC FFP (50%) CYF	251962-10000-10001670-0001	1,209	60,139
MH FED SDMC FFP (50%) CYF (ERMHS Medi-Cal)	251962-10000-10001670-0001	1,187	48,813
MH CYF State 2011 PSR-EPSDT	251962-10000-10001670-0001	1,635	58,463
MH STATE CYF 2011 PSR (ERMHS Medi-Cal Matched)	251962-10000-10001670-0001	1,187	48,813
MH CYF COUNTY General Fund	251962-10000-10001670-0001	396	16,272
TOTAL BHS MENTAL HEALTH FUNDING SOURCES		5,613	232,501
TOTAL DPH FUNDING SOURCES		5,613	232,501
TOTAL FUNDING SOURCES (DPH AND NON-DPH)		5,613	232,501
BHS UNITS OF SERVICE AND UNIT COST			
Payment Method	Fee-For-Service (FFS)	Fee-For-Service (FFS)	
DPH Units of Service	1,125	30,117	
Unit Type	Staff Minute	Staff Minute	
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only)	\$ 4.99	\$ 7.72	
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)	\$ 4.99	\$ 7.72	
Published Rate (Medi-Cal Providers Only)	\$ 4.99	\$ 7.72	Total UDC
Unduplicated Clients (UDC)	1	7	8

CHECK: FUNDING USES = FUNDING SOURCES (Should always be ZERO) (0) 0 0

FORMULA: DPH UNITS 4.99 7.72

1,125.00 30,117.00

Appendix B - DPH 3: Salaries & Employee Benefits Detail

Program Name EPSDT LGBTQ
 Program Code 38AS6

Appendix Number B-1h
 Page Number 2
 Fiscal Year 22-23
 Funding Notification Date 09/13/22

	TOTAL		General Fund 251962-10000-10001670-0001		
Funding Term	7/1/2022-6/30/2023		7/1/2022-6/30/2023		
Position Title	FTE	Salaries	FTE	Salaries	
Executive Director	0.14	\$ 23,139	0.14	\$ 23,139	
Program Director	0.14	\$ 15,442	0.14	\$ 15,442	
Clinical Director	0.14	\$ 13,498	0.14	\$ 13,498	
Clinical Supervisor	0.26	\$ 23,139	0.26	\$ 23,139	
Mental Health Therapist	0.87	\$ 62,942	0.87	\$ 62,942	
Quality Assurance Director	0.14	\$ 13,498	0.14	\$ 13,498	
Totals:	1.69	\$ 151,658	1.69	\$ 151,658	
Employee Benefits:	27.13%	\$ 41,143	27.13%	\$ 41,143	
TOTAL SALARIES & BENEFITS		\$ 192,800.00		\$ 192,800	

Appendix B - DPH 4: Operating Expenses Detail

Program Name <u>EPSDT LGBTQ</u>	Appendix Number <u>B-1h</u>
Program Code <u>38AS6</u>	Page Number <u>3</u>
	Fiscal Year <u>22-23</u>
	Funding Notification Date <u>09/13/22</u>

Expense Categories & Line Items	TOTAL	General Fund 251962-10000- 10001670-0001	Dept-Auth-Proj- Activity
Funding Term	7/1/2022-6/30/2023	7/1/2022-6/30/2023	
Rent	\$ 19,802	\$ 19,802	
Utilities (telephone, electricity, water, gas)			
Building Repair/Maintenance			
Occupancy Total:	\$ 19,802	\$ 19,802	\$ -
TOTAL OPERATING EXPENSE	\$ 19,802	\$ 19,802	\$ -

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.

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

DHCS Legal Entity Number 00723														Appendix Number	
Provider Name Homeless Children's Network														Page Number	
Provider Number 38AS														Fiscal Year	
														Funding Notification Date	
Program Name	ECMHCI	ECMHCI	ECMHCI	ECMHCI	ECMHCI	ECMHCI	ECMHCI	ECMHCI	ECMHCI	ECMHCI	ECMHCI	ECMHCI	ECMHCI	ECMHCI	
Program Code															
Mode/SFC (MH) or Modality (SUD)	45/10-19	45/10-19	45/10-19	45/10-19	45/10-19	45/10-19	45/10-19	45/10-19	45/10-19	45/10-19	45/10-19	45/10-19	45/10-19	45/10-19	
Service Description	Consultation Individual	Consultation Group	Consultation Observation	Staff Training	Parent Train/Support	Early Ref/Linkage	Consultant Train/Supervision (10% cap)	Evaluation (5% cap)	System Work (5% cap)	Early Intervention Individual	Early Intervention Group (15% cap)	MH Services Indiv./Family	MH Services Group (5% cap)		
Funding Term (07/01/2022-06/30/2023):	07/01/2022-06/30/2023	07/01/2022-06/30/2023	07/01/2022-06/30/2023	07/01/2022-06/30/2023	07/01/2022-06/30/2023	07/01/2022-06/30/2023	07/01/2022-06/30/2023	07/01/2022-06/30/2023	07/01/2022-06/30/2023	07/01/2022-06/30/2023	07/01/2022-06/30/2023	07/01/2022-06/30/2023	07/01/2022-06/30/2023	07/01/2022-06/30/2023	
FUNDING USES														TOTAL	
Salaries & Employee Benefits	163,756	117,904	78,603	13,100	52,402	104,804	72,053	13,100	13,100	13,100	6,550	3,275	3,275	655,023	
Operating Expenses	127,274	91,637	61,091	10,182	40,728	81,455	56,000	10,182	10,182	10,182	5,091	2,545	2,545	509,095	
Subtotal Direct Expenses	291,029	209,541	139,694	23,282	93,130	186,259	128,053	23,282	23,282	23,282	11,641	5,821	5,821	1,164,118	
Indirect Expenses	34,924	25,145	16,763	2,794	11,176	22,351	15,367	2,794	2,794	2,794	1,397	698	698	139,696	
TOTAL FUNDING USES	325,953	234,686	156,458	26,076	104,305	208,610	143,420	26,076	26,076	26,076	13,038	6,519	6,519	1,303,814	
BHS MENTAL HEALTH FUNDING SC	Dept-Auth-Proj-Activity														
MH MHSA (PEI)	251984-17156-10031199-0075	77,147	55,546	37,030	6,172	24,687	49,374	33,945	6,172	6,172	6,172	3,086	1,543	1,543	308,587
MH WO DCYF Child Care	251962-10002-10001799-0007	79,542	57,270	38,180	6,363	25,453	50,907	34,998	6,363	6,363	3,182	1,591	1,591	318,168	
MH WO HSA Childcare 93.558	251962-10002-10001803-0001	70,667	50,880	33,920	5,653	22,613	45,227	31,093	5,653	5,653	2,827	1,413	1,413	282,666	
MH WO CFC School Readiness	251962-10002-10001800-0003	9,462	6,812	4,542	757	3,028	6,056	4,163	757	757	378	189	189	37,847	
MH WO CI Consult ECE/PFA	251962-10002-10001803-0008	47,142	33,942	22,628	3,771	15,085	30,171	20,742	3,771	3,771	3,771	1,886	943	943	188,566
MH CYF COUNTY General Fund	251962-10000-10001670-0001	32,785	23,605	15,737	2,623	10,491	20,983	14,426	2,623	2,623	2,623	1,311	656	656	131,141
MH CYF COUNTY WO CODB	251962-10000-10001670-0001	9,210	6,631	4,421	737	2,947	5,894	4,052	737	737	368	184	184	36,839	
This row left blank for funding sources not in drop-down list															
TOTAL BHS MENTAL HEALTH FUNDING SOURCES	325,954	234,687	156,458	26,076	104,305	208,610	143,420	26,076	26,076	26,076	13,038	6,519	6,519	1,303,814	
TOTAL DPH FUNDING SOURCES	325,954	234,687	156,458	26,076	104,305	208,610	143,420	26,076	26,076	26,076	13,038	6,519	6,519	1,303,814	
TOTAL FUNDING SOURCES (DPH AND NON-DPH)	325,954	234,687	156,458	26,076	104,305	208,610	143,420	26,076	26,076	26,076	13,038	6,519	6,519	1,303,814	
BHS UNITS OF SERVICE AND UNIT COST															
Payment Method	Fee-For-Service (FFS)	Fee-For-Service (FFS)	Fee-For-Service (FFS)	Fee-For-Service (FFS)	Fee-For-Service (FFS)	Fee-For-Service (FFS)	Fee-For-Service (FFS)	Fee-For-Service (FFS)	Fee-For-Service (FFS)	Fee-For-Service (FFS)	Fee-For-Service (FFS)	Fee-For-Service (FFS)	Fee-For-Service (FFS)		
DPH Units of Service	2,716	1,956	1,304	217	869	1,738	1,195	217	217	217	109	54	54		
Unit Type	Staff Hour	Staff Hour	Staff Hour	Staff Hour	Staff Hour	Staff Hour	Staff Hour	Staff Hour	Staff Hour	Staff Hour	Staff Hour	Staff Hour	Staff Hour		
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only)	\$ 120.00	\$ 120.00	\$ 120.00	\$ 120.00	\$ 120.00	\$ 120.00	\$ 120.00	\$ 120.00	\$ 120.00	\$ 120.00	\$ 120.00	\$ 120.00	\$ 120.00		
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)	\$ 120.00	\$ 120.00	\$ 120.00	\$ 120.00	\$ 120.00	\$ 120.00	\$ 120.00	\$ 120.00	\$ 120.00	\$ 120.00	\$ 120.00	\$ 120.00	\$ 120.00		
Published Rate (Medi-Cal Providers Only)														Total UDC	
Unduplicated Clients (UDC)	157	113	75	13	50	100	69	13	13	13	6	3	3	626	

Appendix B - DPH 3: Salaries & Employee Benefits Detail

Program Name _____
 Program Code _____

Appendix Number B-2
 Page Number 2
 Fiscal Year 22-23
 Funding Notification Date 09/13/22

	TOTAL		MH MHSa (PEI) 251984-17156-10031199-0075		MH WO DCYF Child Care 251962-10002-10001799-0007		MH WO HSA Childcare 251962-10002-10001803-0001		MH WO CFC School Readiness 251962-10002-10001800-0003		MH WO HSA Pre-School for all 251962-10002-10001803-0008		MH CYF COUNTY General Fund (matched) 251962-10000-10001670-0001		MH CYF County GF WO CODB 251962-10000-10001670-0001	
Funding Term	07/01/2022-06/30/2023		7/1/2022-6/30/2023		7/1/2022-6/30/2023		7/1/2022-6/30/2023		7/1/2022-6/30/2023		7/1/2022-6/30/2023		7/1/2022-6/30/2023		7/1/2022-6/30/2023	
Position Title	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries
Executive Director	0.07	\$ 12,413	0.01	\$ 1,733	0.01	\$ 1,780	0.01	\$ 1,780	0.01	\$ 1,780	0.01	\$ 1,780	0.01	\$ 1,780	0.01	\$ 1,780
Program Director	0.62	\$ 67,918	0.16	\$ 17,525	0.11	\$ 11,998	0.13	\$ 14,398	0.04	\$ 4,799	0.12	\$ 13,198	0.04	\$ 4,799	0.01	\$ 1,200
Clinical Supervisor	0.78	\$ 70,357	0.25	\$ 22,068	0.18	\$ 15,900	0.15	\$ 13,940	0.03	\$ 2,706	0.12	\$ 10,612	0.04	\$ 3,702	0.02	\$ 1,429
Mental Health Therapist	2.73	\$ 196,251	0.95	\$ 68,145	0.58	\$ 41,772	0.47	\$ 33,878	0.11	\$ 8,154	0.37	\$ 26,659	0.18	\$ 13,129	0.06	\$ 4,514
ECMHC/MH Therapist	1.25	\$ 90,192	0.42	\$ 30,004	0.29	\$ 20,521	0.25	\$ 17,991	0.04	\$ 2,685	0.19	\$ 13,696	0.07	\$ 4,778	0.01	\$ 519
Clinical Director	0.59	\$ 56,458	0.20	\$ 18,782	0.14	\$ 12,845	0.12	\$ 11,262	0.02	\$ 1,680	0.09	\$ 8,573	0.03	\$ 2,991	0.00	\$ 325
Quality Assurance Associate/Therapist	0.36	\$ 28,254	0.12	\$ 9,399	0.08	\$ 6,428	0.07	\$ 5,636	0.01	\$ 841	0.06	\$ 4,290	0.02	\$ 1,497	0.00	\$ 162
Totals:	6.41	\$ 521,842	2.10	\$ 167,658.12	1.38	\$ 111,244.15	1.21	\$ 98,883.63	0.26	\$ 22,645.42	0.95	\$ 78,807.80	0.39	\$ 32,674.34	0.11	\$ 9,928.91
Employee Benefits:	25.52%	\$ 133,181	25.52%	\$ 42,789	25.52%	\$ 28,391	25.52%	\$ 25,236	25.52%	\$ 5,779	25.52%	\$ 20,113	25.52%	\$ 8,339	25.52%	\$ 2,534
TOTAL SALARIES & BENEFITS		\$ 655,024		\$ 210,447		\$ 139,635		\$ 124,120		\$ 28,425		\$ 98,921		\$ 41,013		\$ 12,463

Appendix B - DPH 4: Operating Expenses Detail

Program Name ECMHCI
 Program Code Consultation

Appendix Number B-2a
 Page Number 3
 Fiscal Year 22-23
 Funding Notification Date 09/13/22

Expense Categories & Line Items	TOTAL	MH MSA (PEI) 251984-17156- 10031199-0075	MH WO DCYF Child Care 251962-10002- 10001799- 0007	MH WO HSACHildcar e 251962- 10002- 10001803- 0001	MH WO CFC School Readiness 251962-10002- 10001800-0003	MH WO HSA Pre-School for all 251962- 10002-10001803- 0008	MH CYF County General Fund 251962-10000- 10001670- 0001	MH CYF COUNTY General Fund (matched) 251962-10000- 10001670-0001
Funding Term	7/1/2022- 6/30/2023	7/1/2022- 6/30/2023	7/1/2022- 6/30/2023	7/1/2022- 6/30/2023	7/1/2022- 6/30/2023	7/1/2022- 6/30/2023	7/1/2022- 6/30/2023	7/1/2022- 6/30/2023
Rent	\$ 344,054	\$ 134,980	\$ 67,387	\$ 63,409	\$ 22,003	\$ 39,857	\$ 16,418	\$ -
Utilities (electricity, water, gas)	\$ 35,399	\$ 10,382	\$ 7,252	\$ 5,675	\$ 3,238	\$ 5,706	\$ 3,146	\$ -
Telephone/Internet	\$ 38,293	\$ 9,896	\$ 8,908	\$ 8,180	\$ 2,989	\$ 5,744	\$ 2,576	\$ -
Building Repair/Maintenance	\$ 6,672	\$ 1,990	\$ 1,460	\$ 1,530	\$ 438	\$ 908	\$ 346	\$ -
Occupancy Total:	\$ 424,418	\$ 157,248	\$ 85,007	\$ 78,794	\$ 28,668	\$ 52,215	\$ 22,486	\$ -
Office Supplies	\$ 35,556	\$ 9,274	\$ 7,414	\$ 5,204	\$ 3,924	\$ 5,344	\$ 4,396	\$ -
Photocopying	\$ 6,792	\$ 1,624	\$ 950	\$ 1,126	\$ 998	\$ 1,000	\$ 1,094	\$ -
Program/Meeting Expenses	\$ 10,900	\$ 1,576	\$ 1,852	\$ 1,946	\$ 1,860	\$ 1,850	\$ 1,806	\$ 10
Materials & Supplies Total:	\$ 53,248	\$ 12,474	\$ 10,216	\$ 8,276	\$ 6,782	\$ 8,194	\$ 7,296	\$ 10
Training/Staff Development	\$ 3,000	\$ 1,015	\$ 677	\$ 593	\$ 89	\$ 452	\$ 158	\$ 16
Professional License/Permits/Fees	\$ 3,088	\$ 1,051	\$ 700	\$ 614	\$ 92	\$ 467	\$ 164	\$ -
Postage	\$ 2,438	\$ 640	\$ 226	\$ 398	\$ 574	\$ 350	\$ 250	\$ -
Payroll Administration	\$ 1,804	\$ 610	\$ 408	\$ 356	\$ 52	\$ 272	\$ 96	\$ 10
Equipment Lease & Maintenance	\$ 2,899	\$ 644	\$ 528	\$ 376	\$ 455	\$ 486	\$ 400	\$ 10
General Operating Total:	\$ 13,229	\$ 3,960	\$ 2,539	\$ 2,337	\$ 1,262	\$ 2,027	\$ 1,068	\$ 36
Travel - local/out of town	\$ 18,200	\$ 5,578	\$ 3,582	\$ 3,466	\$ 942	\$ 2,758	\$ 1,288	\$ 586
Staff Travel Total:	\$ 18,200	\$ 5,578.00	\$ 3,582.00	\$ 3,466.00	\$ 942.00	\$ 2,758.00	\$ 1,288.00	\$ 586.00
TOTAL OPERATING EXPENSE	\$ 509,095	\$ 179,260	\$ 101,344	\$ 92,873	\$ 37,654	\$ 65,194	\$ 32,138	\$ 632

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.

Appendix B - DPH 6: Contract-Wide Indirect Detail

Contractor Name	Homelss Children's Network	Page Number	5
Contract ID Number	1000011726	Fiscal Year	22-23
		Funding Notification Date	09/13/22

1. SALARIES & EMPLOYEE BENEFITS

Position Title	FTE	Amount
Finance Director (EPSDT Outpatient)	0.27	\$ 50,935
Development Director (EPSDT Outpatient)	0.11	\$ 29,181
Finance Specialist III	0.27	\$ 11,142
Finance Specialist I time spent on contract management and	0.27	\$ 18,570
Finance Specialist II time spent on contract management and	0.30	\$ 19,896
Finance Specialist III time spent on contract management and	0.28	\$ 23,769
Development Associate time spent on contract maintenance	0.33	\$ 10,500
Operations Manager spent time on project-related operations	0.23	\$ 10,500
Subtotal:	2.04	\$ 174,493.00
Employee Benefits:	23.0%	\$ 40,133.39
Total Salaries and Employee Benefits:		\$ 214,626.00

2. OPERATING COSTS

Expenses (Use expense account name in the ledger.)	Amount
Audit & Accounting (EPSDT Outpatient)	\$ 6,000
Payroll fees (EPSDT Outpatient)	\$ 600
Insurance costs at approx. 20% (EPSDT Outpatient)	\$ 2,300
IT Support (EPSDT Outpatient)	\$ 5,000
IT Contractor (EPSDT Riley)	\$ 2,000
Grantwriting Contractor (EPSDT Riley)	\$ 3,000
Off site storage @ 78% (EPSDT T.I.)	\$ 1,757
Insurance @ 9% (EPSDT T.I.)	\$ 1,200
Payroll administration	\$ 600
Insurance @ 9%	\$ 1,200
Off site storage @ 28 %	\$ 900
Insurance @ 38%	\$ 2,800
IT Support	\$ 15,651
Total Operating Costs	\$ 43,008.00
Total Indirect Costs	\$ 257,634.00

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



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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.

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.



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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, 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

APPENDIX E



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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 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



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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).

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



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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)].

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.



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Business Associate Agreement

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.

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.



San Francisco Department of Public Health
Business Associate Agreement

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).

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.

APPENDIX E



San Francisco Department of Public Health
Business Associate Agreement

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)?							
B	Have a Privacy Officer or other individual designated as the person in charge of investigating privacy breaches or related incidents?							
	If yes:	Name & Title:		Phone #		Email:		
C	Require health information Privacy Training upon hire and annually thereafter for all employees who have access to health information? [Retain documentation of trainings for a period of 7 years.] [SFPDH privacy training materials are available for use; contact OCPA at 1-855-729-6040.]							
D	Have proof that employees have signed a form upon hire and annually thereafter, with their name and the date, acknowledging that they have received health information privacy training? [Retain documentation of acknowledgement of trainings for a period of 7 years.]							
E	Have (or will have if/when applicable) Business Associate Agreements with subcontractors who create, receive, maintain, transmit, or access SFPDH's health information?							
F	Assure that staff who create, or transfer health information (via laptop, USB/thumb-drive, handheld), have prior supervisory authorization to do so AND that health information is only transferred or created on encrypted devices approved by SFPDH Information Security staff?							

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?							
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.)							
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:		Contractor City Vendor ID	
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DATA SECURITY ATTESTATION

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

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

I. All Contractors.

DOES YOUR ORGANIZATION...						Yes	No*
A	Conduct assessments/audits of your data security safeguards to demonstrate and document compliance with your security policies and the requirements of HIPAA/HITECH at least every two years? [Retain documentation for a period of 7 years]						
B	Use findings from the assessments/audits to identify and mitigate known risks into documented remediation plans?						
	Date of last Data Security Risk Assessment/Audit:						
	Name of firm or person(s) who performed the Assessment/Audit and/or authored the final report:						
C	Have a formal Data Security Awareness Program?						
D	Have formal Data Security Policies and Procedures to detect, contain, and correct security violations that comply with the Health Insurance Portability and Accountability Act (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECH)?						
E	Have a Data Security Officer or other individual designated as the person in charge of ensuring the security of confidential information?						
	If yes:	Name & Title:	Phone #	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
FEE FOR SERVICE STATEMENT OF DELIVERABLES AND INVOICE**

Appendix F
PAGE A

Contract ID#
1000011726

INVOICE NUMBER: M09JL22
 Template Version: Amendment 2
 User Cd: User Cd
 Ct. PO No.: POHM SFGOV-0000662041
 Fund Source: MH CYF Fed/ State/ County-General Fund
 Invoice Period: July 2022
 Final Invoice: (Check if Yes)

Contractor : Homeless Children's Network

Address: 3265 17th Street, #404, San Francisco, CA 94110

Tel No.: (415)437-3990
 Fax No.: (415)437-3994

BHS

Funding Term: 07/01/2022 - 06/30/2023

PHP Division: Community Behavioral Health Services

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

*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-1e EPSDT Outpatient PC# - 38AS3 251962-10000-10001670-0001												
15/ 01 - 09 OP-Case Mgt Brokerage	2,694.00				\$ 4.99	\$ -	0.00		0.00%			2,694.00
15/ 10 - 57, 59 OP-MH Svcs	104,211.00				\$ 7.72	\$ -	0.00		0.00%			104,211.00
B-1f EPSDT Riley PC# - 38AS4 251962-10000-10001670-0001												
15/ 10 - 57, 59 OP-MH Svcs	3,003.00				\$ 7.72	\$ -	0.00		0.00%			3,003.00
B-1g EPSDT TI PC# - 38AS5 251962-10000-10001670-0001												
15/ 01 - 09 OP-Case Mgt Brokerage	251.00				\$ 4.98	\$ -	0.00		0.00%			251.00
15/ 10 - 57, 59 OP-MH Svcs	2,623.00				\$ 7.72	\$ -	0.00		0.00%			2,623.00
B-1h EPSDT LGBTQ PC#- 38AS6 251962-10000-10001670-0001, 251962-10000-10037431-0001												
15/ 01 - 09 OP-Case Mgt Brokerage	1,125.00				\$ 4.99	\$ -	0.00		0.00%			1,125.00
15/ 10 - 57, 59 OP-MH Svcs	30,117.00				\$ 7.72	\$ -	0.00		0.00%			30,117.00
Note: When this invoice is submitted please ensure to have a breakdown of amount due (Net Reimbursement)												
TOTAL	144,024.00		0.000				0.00		0.00%			144,024.000
Budget Amount					\$	1,100,747.00						
							Expenses To Date		% of Budget			Remaining Budget
							\$ -		0.00%			\$ 1,100,747.00

SUBTOTAL AMOUNT DUE \$ -
Less: Initial Payment Recovery
(For DPH Use) Other Adjustments
NET REIMBURSEMENT \$ -

NOTES:

Funding Source (Chartfield String):	Encumbered	Current Month	Year-to-Date
MH FED/State/County 251962-10000-10001670-0001	\$ 1,000,747.00	\$ -	\$ -
MH FED/State ERMHS 251962-10000-10037431-0001	\$ 100,000.00	\$ -	\$ -
TOTAL FUNDING	\$ 1,100,747.00	\$ -	\$ -

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
OR email to:
 cbhsinvoices@sfdph.org

DPH Authorization for Payment

 Authorized Signatory

 Date

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

Appendix F
 PAGE A

Contract ID#
 1000011726

INVOICE NUMBER: M10JL22
 Template Version: Amendment 2
 User Cd
 Ct. PO No.: POHM SFGOV-0000662041
 Fund Source: MH WO HSA Childcare
 Invoice Period: July 2022
 Final Invoice: (Check if Yes)

Contractor: Homeless Children's Network

Address: 3265 17th Street, #404, San Francisco, CA 94110

Tel No.: (415) 437-3990
 Fax No.: (415) 437-3994

BHS

Funding Term: 07/01/2022 - 06/30/2023

PHP Division: Behavioral Health Services

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

*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-2 ECMHI 251962-10002-10001803-0001												
45/ 10 - 19 Consultation Indiv	589				\$ 120.00	\$ -	0.000		0.00%			589.000
45/ 10 - 19 Consultation Grp	424				\$ 120.00	\$ -	0.000		0.00%			424.000
45/ 10 - 19 Consultation Observ	283				\$ 120.00	\$ -	0.000		0.00%			283.000
45/ 10 - 19 Staff Training	47				\$ 120.00	\$ -	0.000		0.00%			47.000
45/ 10 - 19 Parent Trn/Supp Grp	188				\$ 120.00	\$ -	0.000		0.00%			188.000
45/ 10 - 19 Early Ref/Linkage	377				\$ 120.00	\$ -	0.000		0.00%			377.000
45/ 10 - 19 Train/Supv (10% Cap)	259				\$ 120.00	\$ -	0.000		0.00%			259.000
45/ 10 - 19 Evaluation (5% Cap)	47				\$ 120.00	\$ -	0.000		0.00%			47.000
45/ 10 - 19 System Work (5% Cap)	47				\$ 120.00	\$ -	0.000		0.00%			47.000
45/ 10 - 19 Early Interv Indiv	47				\$ 120.00	\$ -	0.000		0.00%			47.000
45/ 10 - 19 Early Interv Group (15% Cap)	24				\$ 120.00	\$ -	0.000		0.00%			24.000
45/ 10 - 19 MH Services Indv/ Family	12				\$ 120.00	\$ -	0.000		0.00%			12.000
45/ 10 - 19 MH Services Group (5%Cap)	12				\$ 120.00	\$ -	0.000		0.00%			12.000
TOTAL	2,356		0.000				0.000		0.00%			2,356.000

Budget Amount		\$ 282,666.00	Expenses To Date	\$ -	% of Budget	0.00%	Remaining Budget	\$ 282,666.00
SUBTOTAL AMOUNT DUE			\$ -					
Less: Initial Payment Recovery								
(For DPH Use) Other Adjustments								
NET REIMBURSEMENT			\$ -					

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
 Or email to:
 cbhsinvoices@sfdph.org

DPH Authorization for Payment

 Authorized Signatory

 Date

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

Appendix F
PAGE A

Contract ID#
1000011726

INVOICE NUMBER: M11JL22

Contractor : **Homesless Children's Network**

Template Version: Amendment 2

Address: 3265 17th Street, #404, San Francisco, CA 94110

BHS

User Cd

Tel No.: (415) 437-3994

Ct. PO No.: POHM SFGOV-0000662041

Fax No.: (415)437-3990

Fund Source: MH WO DCYF Child Care

Invoice Period : July 2022

Funding Term : 07/01/2022 - 06/30/2023

Final Invoice: (Check if Yes)

PHP Division: Behavioral Health Services

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

*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-2 ECMHI 251962-10002-10001799-0007												
45/ 10 - 19 Consultation Indiv	663				\$ 120.00	\$ -	0.000		0.00%		663.000	
45/ 10 - 19 Consultation Grp	477				\$ 120.00	\$ -	0.000		0.00%		477.000	
45/ 10 - 19 Consultation Observ	318				\$ 120.00	\$ -	0.000		0.00%		318.000	
45/ 10 - 19 Staff Training	53				\$ 120.00	\$ -	0.000		0.00%		53.000	
45/ 10 - 19 Parent Trn/Supp Grp	212				\$ 120.00	\$ -	0.000		0.00%		212.000	
45/ 10 - 19 Early Ref/Linkage	424				\$ 120.00	\$ -	0.000		0.00%		424.000	
45/ 10 - 19 Train/Supv (10% Cap)	292				\$ 120.00	\$ -	0.000		0.00%		292.000	
45/ 10 - 19 Evaluation (5% Cap)	53				\$ 120.00	\$ -	0.000		0.00%		53.000	
45/ 10 - 19 System Work (5% Cap)	53				\$ 120.00	\$ -	0.000		0.00%		53.000	
45/ 10 - 19 Early Interv Indiv	53				\$ 120.00	\$ -	0.000		0.00%		53.000	
45/ 10 - 19 Early Interv Group (15% Cap)	27				\$ 120.00	\$ -	0.000		0.00%		27.000	
45/ 10 - 19 MH Services Indv/ Family	13				\$ 120.00	\$ -	0.000		0.00%		13.000	
45/ 10 - 19 MH Services Group (5%Cap)	13				\$ 120.00	\$ -	0.000		0.00%		13.000	
							0.000		0.00%			
TOTAL	2,651		0.000				0.000		0.00%		2,651.000	
	Budget Amount				\$ 318,168.00				% of Budget			Remaining Budget
							\$ -		0.00%		\$ 318,168.00	

SUBTOTAL AMOUNT DUE \$ -
Less: Initial Payment Recovery
 (For DPH Use) **Other Adjustments**
NET 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: _____

Title: _____

Send to:
 Behavioral Health Services-Budget/ Invoice Analyst
 1380 Howard St., 4th Floor
 San Francisco, CA 94103
Or email to:
 cbhsinvoices@sfdph.org

DPH Authorization for Payment

 Authorized Signatory

 Date

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

Appendix F
PAGE A

Contract ID#

1000011726

INVOICE NUMBER: M12JL22

Contractor : Homeless Children's Network

Template Version: Amendment 2

Address: 3265 17th Street, #404, San Francisco, CA 94110

BHS

User Cd

Tel No.: (415) 437-3994

Ct. PO No.: POHM SFGOV-0000662041

Fax No.: (415)437-3990

Fund Source: MH MHSA (PEI)

Funding Term : 07/01/2022 - 06/30/2023

Invoice Period : July 2022

Final Invoice: (Check if Yes)

PHP Division: Behavioral Health Services

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

*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-2 ECMHI 251984-17156-10031199-0075												
45/ 10 - 19 Consultation Indiv	643				\$ 120.00	\$ -	0.000		0.00%			643.000
45/ 10 - 19 Consultation Grp	463				\$ 120.00	\$ -	0.000		0.00%			463.000
45/ 10 - 19 Consultation Observ	309				\$ 120.00	\$ -	0.000		0.00%			309.000
45/ 10 - 19 Staff Training	51				\$ 120.00	\$ -	0.000		0.00%			51.000
45/ 10 - 19 Parent Trn/Supp Grp	206				\$ 120.00	\$ -	0.000		0.00%			206.000
45/ 10 - 19 Early Ref/Linkage	411				\$ 120.00	\$ -	0.000		0.00%			411.000
45/ 10 - 19 Train/Supv (10% Cap)	283				\$ 120.00	\$ -	0.000		0.00%			283.000
45/ 10 - 19 Evaluation (5% Cap)	51				\$ 120.00	\$ -	0.000		0.00%			51.000
45/ 10 - 19 System Work (5% Cap)	51				\$ 120.00	\$ -	0.000		0.00%			51.000
45/ 10 - 19 Early Interv Indiv	51				\$ 120.00	\$ -	0.000		0.00%			51.000
45/ 10 - 19 Early Interv Group (15% Cap)	26				\$ 120.00	\$ -	0.000		0.00%			26.000
45/ 10 - 19 MH Services Indv/ Family	13				\$ 120.00	\$ -	0.000		0.00%			13.000
45/ 10 - 19 MH Services Group (5%Cap)	13				\$ 120.00	\$ -	0.000		0.00%			13.000
TOTAL	2,571		0.000				0.000		0.00%			2,571.000

Budget Amount		\$ 308,587.00		Expenses To Date	0.00%	Remaining Budget	\$ 308,587.00
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SUBTOTAL AMOUNT DUE \$ -
Less: Initial Payment Recovery
 (For DPH Use) **Other Adjustments**
NET 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: _____

Title: _____

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

Or email to:
 cbhsinvoices@sfdph.org

DPH Authorization for Payment

 Authorized Signatory

 Date

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

Appendix F
PAGE A

Contract ID#
1000011726

INVOICE NUMBER: M13JL22

Contractor: Homesless Children's Network

Template Version: Amendment 2

Address: 3265 17th Street, #404, San Francisco, CA 94110

BHS

User Cd

Tel No.: (415)437-3990
Fax No.: (415)437-3994

Ct. PO No.: POHM SFGOV-0000662041

Fund Source: MH WO CFC School Readiness

Invoice Period: July 2022

Funding Term: 07/01/2022 - 06/30/2023

Final Invoice: (Check if Yes)

PHP Division: Behavioral Health Services

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

*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-2 ECMHI 251962-10002-10001800-0003												
45/ 10 - 19 Consultation Indiv	79				\$ 120.00	\$ -	0.000		0.00%		79.000	
45/ 10 - 19 Consultation Grp	57				\$ 120.00	\$ -	0.000		0.00%		57.000	
45/ 10 - 19 Consultation Observ	38				\$ 120.00	\$ -	0.000		0.00%		38.000	
45/ 10 - 19 Staff Training	6				\$ 120.00	\$ -	0.000		0.00%		6.000	
45/ 10 - 19 Parent Trn/Supp Grp	25				\$ 120.00	\$ -	0.000		0.00%		25.000	
45/ 10 - 19 Early Ref/Linkage	50				\$ 120.00	\$ -	0.000		0.00%		50.000	
45/ 10 - 19 Train/Supv (10% Cap)	35				\$ 120.00	\$ -	0.000		0.00%		35.000	
45/ 10 - 19 Evaluation (5% Cap)	6				\$ 120.00	\$ -	0.000		0.00%		6.000	
45/ 10 - 19 System Work (5% Cap)	6				\$ 120.00	\$ -	0.000		0.00%		6.000	
45/ 10 - 19 Early Interv Indiv	6				\$ 120.00	\$ -	0.000		0.00%		6.000	
45/ 10 - 19 Early Interv Group (15% Cap)	3				\$ 120.00	\$ -	0.000		0.00%		3.000	
45/ 10 - 19 MH Services Indv/ Family	2				\$ 120.00	\$ -	0.000		0.00%		2.000	
45/ 10 - 19 MH Services Group (5%Cap)	2				\$ 120.00	\$ -	0.000		0.00%		2.000	
TOTAL	315		0.000				0.000		0.00%		315.000	
	Budget Amount				\$ 37,847.00		Expenses To Date		% of Budget		Remaining Budget	
							\$ -		0.00%		\$ 37,847.00	

SUBTOTAL AMOUNT DUE \$ -
Less: Initial Payment Recovery
(For DPH Use) Other Adjustments
NET 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: _____
Title: _____

Send to:
Behavioral Health Services-Budget/ Invoice Analyst
1380 Howard St., 4th Floor
San Francisco, CA 94103
Or email to:
cbhsinvoices@sfdph.org

DPH Authorization for Payment

Authorized Signatory

Date

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

Appendix F
PAGE A

Contract ID#
1000011726

INVOICE NUMBER: M15JL22

Contractor: Homeless Children's Network

Template Version: Amendment 2

Address: 3265 17th Street, #404, San Francisco, CA 94110

BHS

User Cd

Tel No.: (415)437-3990

Ct. PO No.: POHM SFGOV-0000662041

Fax No.: (415)437-3994

Fund Source: MH CYF County GF (Matched)

Funding Term: 07/01/2022 - 06/30/2023

Invoice Period: July 2022

PHP Division: Behavioral Health Services

Final Invoice: (Check if Yes)

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

*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-2 ECMHI - 251962-10000-10001670-0001												
45/ 10 - 19 Consultation Indiv	350				\$ 120.00	\$ -	0.000		0.00%		350.000	
45/ 10 - 19 Consultation Grp	252				\$ 120.00	\$ -	0.000		0.00%		252.000	
45/ 10 - 19 Consultation Observ	168				\$ 120.00	\$ -	0.000		0.00%		168.000	
45/ 10 - 19 Staff Training	28				\$ 120.00	\$ -	0.000		0.00%		28.000	
45/ 10 - 19 Parent Trn/Supp Grp	112				\$ 120.00	\$ -	0.000		0.00%		112.000	
45/ 10 - 19 Early Ref/Linkage	224				\$ 120.00	\$ -	0.000		0.00%		224.000	
45/ 10 - 19 Train/Supv (10% Cap)	154				\$ 120.00	\$ -	0.000		0.00%		154.000	
45/ 10 - 19 Evaluation (5% Cap)	28				\$ 120.00	\$ -	0.000		0.00%		28.000	
45/ 10 - 19 System Work (5% Cap)	28				\$ 120.00	\$ -	0.000		0.00%		28.000	
45/ 10 - 19 Early Interv Indiv	28				\$ 120.00	\$ -	0.000		0.00%		28.000	
45/ 10 - 19 Early Interv Group (15% Cap)	14				\$ 120.00	\$ -	0.000		0.00%		14.000	
45/ 10 - 19 MH Services Indv/ Family	7				\$ 120.00	\$ -	0.000		0.00%		7.000	
45/ 10 - 19 MH Services Group (5%Cap)	7				\$ 120.00	\$ -	0.000		0.00%		7.000	
TOTAL	1,400		0.000				0.000		0.00%		1,400.000	

Budget Amount	\$ 167,980.00	Expenses To Date	\$ -	% of Budget	0.00%	Remaining Budget	\$ 167,980.00
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SUBTOTAL AMOUNT DUE \$ -
Less: Initial Payment Recovery
(For DPH Use) Other Adjustments
NET 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: _____
 Title: _____

Send to:
 Behavioral Health Services-Budget/ Invoice Analyst
 1380 Howard St., 4th Floor
 San Francisco, CA 94103
Or email to:
 cbhsinvoices@sfdph.org

DPH Authorization for Payment

 Authorized Signatory

 Date

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

Appendix F
PAGE A

Contract ID#
1000011726

INVOICE NUMBER: M16JL22
 Template Version: Amendment 2
 User Cd:
 Ct. PO No.: POHM SFGOV-0000662041
 Fund Source: MH WO CI Consult ECE/PFA
 Invoice Period: July 2022
 Final Invoice: (Check if Yes)

Contractor: Homeless Children's Network

Address: 3265 17th Street, #404, San Francisco, CA 94110

Tel No.: (415)437-3990
 Fax No.: (415)437-3994

BHS

Funding Term: 07/01/2022 - 06/30/2023

PHP Division: Behavioral Health Services

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

*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-2 ECMHI 251962-10002-10001800-0004												
45/ 10 - 19 Consultation Indiv	393				\$ 120.00	\$ -	0.000		0.00%			393.000
45/ 10 - 19 Consultation Grp	283				\$ 120.00	\$ -	0.000		0.00%			283.000
45/ 10 - 19 Consultation Observ	189				\$ 120.00	\$ -	0.000		0.00%			189.000
45/ 10 - 19 Staff Training	31				\$ 120.00	\$ -	0.000		0.00%			31.000
45/ 10 - 19 Parent Trn/Supp Grp	126				\$ 120.00	\$ -	0.000		0.00%			126.000
45/ 10 - 19 Early Ref/Linkage	251				\$ 120.00	\$ -	0.000		0.00%			251.000
45/ 10 - 19 Train/Supv (10% Cap)	173				\$ 120.00	\$ -	0.000		0.00%			173.000
45/ 10 - 19 Evaluation (5% Cap)	31				\$ 120.00	\$ -	0.000		0.00%			31.000
45/ 10 - 19 System Work (5% Cap)	31				\$ 120.00	\$ -	0.000		0.00%			31.000
45/ 10 - 19 Early Interv Indiv	31				\$ 120.00	\$ -	0.000		0.00%			31.000
45/ 10 - 19 Early Interv Group (15% Cap)	16				\$ 120.00	\$ -	0.000		0.00%			16.000
45/ 10 - 19 MH Services Indv/ Family	8				\$ 120.00	\$ -	0.000		0.00%			8.000
45/ 10 - 19 MH Services Group (5%Cap)	8				\$ 120.00	\$ -	0.000		0.00%			8.000
TOTAL	1,571		0.000				0.000		0.00%			1,571.000
	Budget Amount				\$ 188,566.00			Expenses To Date	% of Budget			Remaining Budget
								\$ -	0.00%			\$ 188,566.00

SUBTOTAL AMOUNT DUE	\$ -	NOTES:
Less: Initial Payment Recovery		
(For DPH Use) Other Adjustments		
NET REIMBURSEMENT	\$ -	

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
Or email to:
 cbhsinvoices@sfdph.org

DPH Authorization for Payment

 Authorized Signatory

 Date

APPENDIX H

Data Access Agreement

Article 1 Access

1.1 Revision to Scope of Access (RSA):

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

1.2 Primary and Alternate Agency Site Administrator.

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

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

1.2.2 Communicating with the SFDPH IT Service Desk;

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

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

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

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

1.3 SFDPH IT Service Desk.

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

1.4 Deprovisioning Schedule.

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

1.5 Active Directory.

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

1.6 Role Based Access.

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

1.7 Training Requirements.

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

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

1.8 Agency Data User Confidentiality Agreement.

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

1.9 Corrective Action.

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

1.10 User ID and Password.

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

1.11 Notification of Compromised Password.

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

1.12 Multi Factor Authentication.

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

1.13 Qualified Personnel.

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

1.14 Workstation/Laptop encryption.

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

1.15 Server Security.

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

1.16 Removable media devices.

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

1.17 Antivirus software.

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

1.18 Patch Management.

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

1.19 System Timeout.

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

1.20 Warning Banners.

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

1.21 Transmission encryption.

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

1.22 No Faxing/Mailing.

City Data may not be faxed or mailed.

1.23 Intrusion Detection.

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

of the City.

1.24 Security of PHI.

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

1.25 Data Security and City Data

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

1.26 Data Privacy and Information Security Program.

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

1.27 Disaster Recovery.

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

1.28 Supervision of Data.

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

1.29 As Is Access.

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

1.30 No Technical or Administrative Support.

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

1.31 City Audit of Agency and Agency Data Users.

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

1.32 Minimum Necessary.

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

1.33 No Re-Disclosure or Reporting.

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

1.34 Health Information Exchange.

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

1.35 Subcontracting.

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

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

Article 2 Indemnity

2.1 Medical Malpractice Indemnification.

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

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

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

Article 3 Proprietary Rights and Data Breach

3.1 Ownership of City Data.

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

3.2 Data Breach; Loss of City Data.

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

Agency shall take:

- i. prompt corrective action to mitigate any risks or damages involved with the breach or security incident and to protect the operating environment; and
- ii. any action pertaining to a breach required by applicable federal and state laws.

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

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

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

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

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

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

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

3.3 Media Communications

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

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

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

A. SFDPH Care Link Requirements:

1. Connectivity.

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

2. Compliance with Epic Terms and Conditions.

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

3. Epic-Provided Terms and Conditions

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

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

A. SFDPH Epic Hyperspace and Epic Hyperdrive:

1. Connectivity.

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

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

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

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

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

A. SFDPH myAvatar via WebConnect and VDI:

1. Connectivity.

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

2. Information Technology (IT) Support.

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

3. Access Control.

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

Attachment 2 to Appendix H

**Protected Information Destruction Order
Purge Certification - Contract ID # 1000011726**

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 July 1, 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:
