

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

## Second Amendment

**THIS SECOND AMENDMENT** (“Amendment”) is made as of **January 1, 2026**, in San Francisco, California, by and between **Young Men's Christian Association of San Francisco dba YMCA of San Francisco** (“Contractor”), and the City and County of San Francisco, a municipal corporation (“City”), acting by and through its Director of the Office of Contract Administration.

## Recitals

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

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

WHEREAS, Contractor was competitively selected pursuant to a Request for Proposals entitled CYF Mental Health issued through Sourcing Event ID RFP 1-2017 and this Amendment is consistent with the terms of the RFP and the awarded Contract; and

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

WHEREAS, this Amendment is consistent with an approval obtained on August 31, 2023 from the Department of Human Resources on behalf of the Civil Service Commission under PSC number DHRPSC0001937 which authorizes the award of multiple agreements, the total value of which cannot exceed \$349,700,000 and the individual duration of which cannot exceed 132 months ; and

WHEREAS, this Amendment is consistent with an approval obtained from the City's Board of Supervisors **under [insert resolution number]** approved **on [insert date of Commission or Board action]** in the amount **of [insert Dollar Amount]** for the period commencing July 1, 2018 and ending June 30, 2028; and

WHEREAS, the Department has filed Ethics Form 126f4 (Notification of Contract Approval) because this Agreement, as amended herein, has a value of \$100,000 or more in a fiscal year and will require the approval of the Board of Supervisors; and

Now, THEREFORE, the parties agree as follows:

## Article 1 Definitions

The following definitions shall apply to this Amendment:

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

First Amendment dated June 1, 2022

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

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

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

The Agreement is hereby modified as follows:

**2.1 Term of the Agreement.** Article 2 Term of the Agreement of the First Amendment currently reads as follows:

2.1 The term of this Agreement shall commence on July 1, 2018 and expire on June 30, 2027, unless earlier terminated as otherwise provided herein.

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

2.1 **Term.** The term of this Agreement shall commence on July 1, 2018 and expire on June 30, 2028 unless earlier terminated as otherwise provided herein.

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

**3.3.1 Calculation of Charges.** Contractor shall provide an invoice to the City on a monthly basis for goods delivered and/or Services completed in the immediate preceding month, unless a different schedule is set out in Appendix B, "Calculation of Charges." Compensation shall be made for goods and/or Services identified in the invoice that the City, in his or her sole discretion, concludes has been satisfactorily performed. In no event shall the amount of this Agreement exceed **Nine Million Nine Hundred Eighty-Seven Thousand Six Hundred Three Dollars (\$9,987,603)**. The breakdown of charges associated with this Agreement appears in Appendix B, "Calculation of Charges." A portion of payment may be withheld until conclusion of the Agreement if agreed to by both Parties as retainage, described in Appendix B. In no event shall City be liable for interest or late

charges for any late payments. City will not honor minimum service order charges for any services covered by this Agreement.

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

**3.3.1 Calculation of Charges and Contract Not to Exceed Amount.** The amount of this Agreement shall not exceed **Eleven Million Five Hundred Seventy Seven Thousand Seven Hundred Fifty One Dollars (\$11,577,751)**, the breakdown of which appears in Appendix B, “Calculation of Charges.” City shall not be liable for interest or late charges for any late payments. City will not honor minimum service order charges for any Services covered by this Agreement.

**2.3 Appendices A and A-1.** Appendices A and A-1 are hereby replaced in their entirety by Appendices A and A-1, attached to this Amendment and fully incorporated within the Agreement. To the extent the Agreement refers to Appendix A or Appendix A-1 in any place, the true meaning shall be Appendix A or Appendix A-1, which are the correct and updated versions.

**2.4 Appendices B and B-1.** Appendices B and B-1 are hereby replaced in their entirety by Appendices B and B-1, attached to this Amendment and fully incorporated within the Agreement. To the extent the Agreement refers to Appendix B or Appendix B-1 in any place, the true meaning shall be Appendix B or Appendix B-1, which are the correct and updated versions.

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

**2.6 Appendix E.** Appendix E is hereby replaced in its entirety by Appendix E attached to this Amendment and incorporated within the Agreement.

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

The Agreement is hereby modified as follows:

**3.1 Article 1 Definitions.** *Article 1 of the Agreement is replaced in its entirety to read as follows:*

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

**1.2 “Business Associate”** or “BAA” has the meaning given to such term under HIPAA and its implementing regulations, including 42 U.S.C. Section 17938 and 45 C.F.R. Section 160.103, as may be amended from time to time.

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

**1.4 “City Data”** means that data as described in Article 13 of this Agreement which includes, without limitation, all data collected, used, maintained, processed, stored, or generated by or on

behalf of City in connection with this Agreement. City Data includes, without limitation, Confidential Information.

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

1.6 **“Confidential Information”** means confidential City information including, but not limited to, personal identifiable information (“PII”), protected health information (“PHI”), or individual financial information (collectively, “Proprietary or Confidential Information”) that is subject to local, state or federal laws restricting the use and disclosure of such information, including, but not limited to, Article 1, Section 1 of the California Constitution; the California Information Practices Act (Civil Code § 1798 et seq.); the California Confidentiality of Medical Information Act (Civil Code § 56 et seq.); the federal Gramm-Leach-Bliley Act (15 U.S.C. §§ 6801(b) and 6805(b)(2)); the privacy and information security aspects of the Administrative Simplification **provisions** of the federal Health Insurance Portability and Accountability Act (45 CFR Part 160 and Subparts A, C, and E of part 164); and San Francisco Administrative Code Chapter 12M (“Chapter 12M”). Confidential Information includes, without limitation, City Data.

1.7 **“Contractor”** means **Young Men's Christian Association of San Francisco**, 169 Steuart Street, San Francisco, CA 94105.

1.8 **“Deliverables”** means Contractor’s or its subcontractors’ work product, including any partially-completed work product and related materials, resulting from the Services provided by Contractor to City during the course of Contractor’s performance of the Agreement, including without limitation, the work product described in the “Scope of Services” attached as Appendix A.

1.9 **“Health Care Component”** has the meaning given to such term under HIPAA and its implementing regulations, including 45 C.F.R. Section 164.103, as may be amended from time to time.

1.10 **“Hybrid Entity”** has the meaning given to such term under HIPAA and its implementing regulations, including 45 C.F.R. Section 164.103, as may be amended from time to time.

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

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

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

3.2 **Section 3.7 Contract Amendments; Budgeting Revisions . Section 3.7 of the Agreement is replaced in its entirety to read as follows:**

### 3.7 **Contract Amendments; Budgeting Revisions.**

3.7.1 **Formal Contract Amendment:** Contractor shall not be entitled to an increase in the Compensation or an extension of the Term unless the Parties agree to a Formal Amendment in accordance with the San Francisco Administrative Code and Section 11.5 (Modifications of this Agreement).

**3.7.2 City Revisions to Program Budgets:** The City shall have authority, without the execution of a Formal Amendment, to (1) purchase additional Services within the Statement of Work or (2) reallocate funding among the Services within the Statement of Work. Any change made under this Subsection 3.7.2 must not involve an increase in the Maximum Cost or Amount Not to Exceed or a change to the Term of this Agreement, and must be approved in writing by both Parties, by a person with legal authority to bind their respective Party to its terms. Contractor shall not proceed with any work contemplated in any revision to program budget until Contractor receives written notification from City to commence such work. All revisions to program budget will become part of this Agreement, after written execution by the Parties, which will then form the new baseline upon which future changes will be measured.

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

**4.2 Qualified Personnel.** Contractor represents and warrants that it is qualified to perform the Services required by City, and that all Services will be performed by competent personnel with the degree of skill and care required by current and sound professional procedures and practices. Contractor will comply with City's reasonable requests regarding assignment and/or removal of personnel, but all personnel, including those assigned at City's request, must be supervised by Contractor. Contractor shall commit sufficient resources for timely completion within the project schedule.

3.4 **Section 4.5 Assignment.** *Section 4.5 of the Agreement is replaced in its entirety to read as follows:*

**4.5 Assignment.** Services to be performed by Contractor are personal in character. This Agreement may not be directly or indirectly assigned, novated, or otherwise transferred unless first approved by City by written instrument executed and approved in the same manner as this Agreement. Any purported assignment made in violation of this provision shall be null and void.

3.5 **Section 7.3 Withholding.** *Section 7.3 of the Agreement is added in its entirety to read as follows:*

**7.3 Withholding.** Contractor agrees that it is obligated to pay all amounts due to the City under the San Francisco Business and Tax Regulations Code during the term of this Agreement. Pursuant to Section 6.10-2 of the San Francisco Business and Tax Regulations Code, Contractor further acknowledges and agrees that City may withhold any payments due to Contractor under this Agreement if Contractor is delinquent in the payment of any amount required to be paid to the City under the San Francisco Business and Tax Regulations Code. Any payments withheld under this paragraph shall be made to Contractor, without interest, upon Contractor coming back into compliance with its obligations.

3.6 **Section 10.4 Consideration of Salary History.** *Section 10.4 of the Agreement is added in its entirety to read as follows:*

**10.4 Consideration of Salary History.** Contractor shall comply with San Francisco Labor and Employment Code Article 141, the Consideration of Salary History Ordinance or “Pay Parity Act.” Contractor is prohibited from considering current or past salary of an applicant in determining whether to hire the applicant or what salary to offer the applicant to the extent that such applicant is applying for employment to be performed on this Agreement or in furtherance of this Agreement, and whose application, in whole or part, will be solicited, received, processed or considered, whether or not through an interview, in City or on City property. The ordinance also prohibits employers from (1) asking such applicants about their current or past salary or (2) disclosing a current or former employee’s salary history without that employee’s authorization unless the salary history is publicly available. Contractor is subject to the enforcement and penalty provisions in Article 141. Information about and the text of Article 141 is available on the web at <https://sfgov.org/olse/consideration-salary-history>. Contractor is required to comply with all of the applicable provisions of Article 141, irrespective of the listing of obligations in this Section.

3.7 **Section 10.11 Limitations on Contributions.** *Section 10.11 of the Agreement is replaced in its entirety to read as follows:*

**10.11 Limitations on Contributions.** By executing this Agreement, Contractor acknowledges its obligations under Section 1.126 of the City’s Campaign and Governmental Conduct Code, which prohibits any person who contracts with, or is seeking a contract with, any department of the City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, for a grant, loan or loan guarantee, or for a development agreement, from making any campaign contribution to (i) a City elected official if the contract must be approved by that official, a board on which that official serves, or the board of a state agency on which an appointee of that official serves, (ii) a candidate for that City elective office, or (iii) a committee controlled by such elected official or a candidate for that office, at any time from the submission of a proposal for the contract until the later of either the termination of negotiations for such contract or twelve months after the date the City approves the contract. The prohibition on contributions applies to each prospective party to the contract; each member of Contractor’s board of directors; Contractor’s chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 10% in Contractor; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Contractor. Contractor certifies that it has informed each such person of the limitation on contributions imposed by Section 1.126 by the time it submitted a proposal for the contract, and has provided the names of the persons required to be informed to the City department with whom it is contracting.

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

## **10.15 Nonprofit Contractor Requirements.**

**10.15.1 Good Standing.** If Contractor is a nonprofit organization, Contractor represents that it is in good standing with the California Attorney General’s Registry of Charitable Trusts and will remain in good standing during the term of this Agreement. Contractor shall

immediately notify City of any change in its eligibility to perform under the Agreement. Upon City's request, Contractor shall provide documentation demonstrating its compliance with applicable legal requirements. If Contractor will use any subcontractors to perform the Agreement, Contractor is responsible for ensuring they are also in compliance with the California Attorney General's Registry of Charitable Trusts for the duration of the Agreement. Any failure by Contractor or its subcontractors to remain in good standing with applicable requirements shall be a material breach of this Agreement.

**10.15.2 Public Access to Nonprofit Records and Meetings.** If Contractor is a nonprofit organization; provides Services that do not include services or benefits to City employees (and/or to their family members, dependents, or their other designated beneficiaries); and receives a cumulative total per year of at least \$250,000 in City funds or City-administered funds, Contractor must comply with the City's Public Access to Nonprofit Records and Meetings requirements, as set forth in Chapter 12L of the San Francisco Administrative Code, including the remedies provided therein.

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

**10.17 Distribution of Beverages and Water.**

10.17.1 **Sugar-Sweetened Beverage Prohibition.** The scope of Services in this Agreement includes the sale, provision, or distribution of beverages to or on behalf of City. Contractor agrees that it shall not sell, provide, or otherwise distribute Sugar-Sweetened Beverages, as defined by San Francisco Administrative Code Chapter 101, as part of its performance of this Agreement.

10.17.2 **Packaged Water Prohibition.** The scope of Services includes the sale, provision, or distribution of water to or on behalf of City. Contractor agrees that it shall not sell, provide, or otherwise distribute Packaged Water, as defined by San Francisco Environment Code Chapter 24, as part of its performance of this Agreement.

3.10 **Section 11.14 Notification of Legal Requests.** *The following section is hereby added and incorporated in Article 11 of the Agreement:*

**11.14 Notification of Legal Requests.** Contractor shall immediately notify City upon receipt of any subpoenas, service of process, litigation holds, discovery requests and other legal requests ("Legal Requests") related to all data given to Contractor by City in the performance of this Agreement ("City Data" or "Data"), or which in any way might reasonably require access to City's Data, and in no event later than 24 hours after it receives the request. Contractor shall not respond to Legal Requests related to City without first notifying City other than to notify the requestor that the information sought is potentially covered under a non-disclosure agreement. Contractor shall retain and preserve City Data in accordance with the City's instruction and requests, including, without limitation, any retention schedules and/or litigation hold orders provided by the City to Contractor, independent of where the City Data is stored.

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

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

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

### **13.1 Nondisclosure of Private, Proprietary or Confidential Information.**

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

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

### **13.2 Reserved. (Payment Card Industry (“PCI”) Requirements**

**13.3 Business Associate Agreement.** The Parties acknowledge that City is designated as a Hybrid Entity as defined in the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), and all Health Care Components of the City, including a City department involved in this Agreement, are required to comply with the HIPAA rules governing the access, use, disclosure, transmission, storage, and security of protected health information (PHI).

For purposes of this Agreement, Parties agree that if Contractor is performing a service or function for or on behalf of a City department that is a Health Care Component, where such service or function makes Contractor a Business Associate of City, Contractor must comply with the obligations and conditions contained in the Business Associate Agreement (“BAA”) that shall be attached to this Agreement as Appendix E, and incorporated as though fully set forth herein. Parties agree that if Contractor is not performing a service or function that makes Contractor a Business Associate of City, a BAA is not required and will not be attached to this Agreement. Appendix E will be reserved if a BAA is not required. Contractor, however, must still comply with any data privacy and security laws that apply to Contractor, including, but not limited to, HIPAA, CMIA (Cal. Civ. Code Sec. 56 et.seq.), Cal. Welf. & Inst. Code Sec. 5328, and 42 CFR Part 2.

### **13.4 Management of City Data.**

**13.4.1 Use of City Data.** Contractor agrees to hold City Data received from, or created or collected on behalf of, City, in strictest confidence. Contractor shall not use or disclose City Data except as permitted or required by the Agreement or as otherwise authorized in writing by City. Any work by Contractor or its authorized subcontractors using, or sharing or storage of, City Data outside the continental United States is prohibited, absent prior written authorization by City. Access to City Data must be strictly controlled and limited to Contractor's staff assigned to this project on a need-to-know basis only. City Data shall not be distributed, repurposed or shared across other applications, environments, or business units of Contractor. Contractor is provided a limited non-exclusive license to use City Data solely for performing its obligations under the Agreement and not for Contractor's own purposes or later use. Nothing herein shall be construed to confer any license or right to City Data, by implication, estoppel or otherwise, under copyright or other intellectual property rights, to any third-party. Unauthorized use of City Data by Contractor, subcontractors or other third-parties is prohibited. For purpose of this requirement, the phrase "unauthorized use" means the data mining or processing of data, stored or transmitted by the service, for commercial purposes, advertising or advertising-related purposes, or for any purpose other than security or service delivery analysis that is not explicitly authorized other than security or service delivery analysis.

**13.4.2 Disposition of City Data.** Upon request of City or termination or expiration of this Agreement, Contractor shall promptly, but in no event later than thirty (30) calendar days, return all City Data given to, or collected or created by Contractor on City's behalf, which includes all original media. Once Contractor has received written confirmation from City that City Data has been successfully transferred to City, Contractor shall within ten (10) business days clear or purge all City Data from its servers, any hosted environment Contractor has used in performance of this Agreement, including its subcontractor's environment(s), work stations that were used to process the data or for production of the data, and any other work files stored by Contractor in whatever medium. Contractor shall provide City with written certification that such purge occurred within five (5) business days of the purge. Secure disposal shall be accomplished by "clearing," "purging" or "physical destruction," in accordance with National Institute of Standards and Technology (NIST) Special Publication 800-88 or most current industry standard.

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

**13.6 Loss or Unauthorized Access to City's Data; Security Breach Notification.** Contractor shall comply with all applicable laws that require the notification to individuals in the event of unauthorized release of PII, PHI, or other event requiring notification. Contractor shall notify City of any actual or potential exposure or misappropriation of City Data (any "Leak") within twenty-four (24) hours of the discovery of such, but within twelve (12) hours if the Data Leak involved PII or PHI. Contractor, at its own expense, will reasonably cooperate with City and law enforcement authorities to investigate any such Leak and to notify injured or potentially injured parties. Contractor shall pay for the provision to the affected individuals of twenty-four (24) months of free credit monitoring services, if the Leak involved information of a nature reasonably necessitating such credit monitoring. The

remedies and obligations set forth in this subsection are in addition to any other City may have. City shall conduct all media communications related to such Leak.

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

#### **Article 4      Effective Date**

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

#### **Article 5      Legal Effect**

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

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

CITY

Recommended by:

\_\_\_\_\_  
Daniel Tsai  
Director of Health  
San Francisco Department of Public Health

Approved as to Form:

David Chiu  
City Attorney

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

Deputy City Attorney

Approved:

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

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

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

CONTRACTOR

YMCA of San Francisco

DocuSigned by:



12/05/2025 | 12:11 PM PST

\_\_\_\_\_  
CC00A470024C427  
Wesley "Chip" Rich  
Chief Operations Officer  
169 Steuart Street  
San Francisco, CA 94105

City Supplier number: 0000007996

## **Appendix A** **Scope of Services – DPH Behavioral Health Services**

### **1. Terms**

#### **A. Contract Administrator:**

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

#### **B. Reports:**

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

#### **C. Evaluation:**

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

#### **D. Possession of Licenses/Permits:**

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

#### **E. Adequate Resources:**

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

#### **F. Admission Policy:**

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

#### **G. San Francisco Residents Only:**

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

#### **H. Grievance Procedure:**

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

**I. Infection Control, Health and Safety:**

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

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

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

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

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

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

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

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

**J. Aerosol Transmissible Disease Program, Health and Safety:**

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

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

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

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

**K. Acknowledgment of Funding:**

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

**L. Client Fees and Third-Party Revenue:**

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

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

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

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

**N. Patients' Rights:**

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

**O. Under-Utilization Reports:**

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

**P. Quality Improvement:**

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

- 1) Staff evaluations completed on an annual basis.

- 2) Personnel policies and procedures in place, reviewed and updated annually.
- 3) Board Review of Quality Improvement Plan.

**Q. Working Trial Balance with Year-End Cost Report**

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

**R. Harm Reduction**

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

**S. Compliance with Behavioral Health Services Policies and Procedures**

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

**T. Fire Clearance**

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

**U. Clinics to Remain Open:**

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

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

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

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

**V. Compliance with Grant Award Notices:**

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

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

**2. Description of Services**

Contractor agrees to perform the following Services:

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

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

Appendix A-1 Early and Periodic Screening, Diagnosis, and Treatment (EPSDT)

**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.

<b>Contractor: Urban Services YMCA of San Francisco</b>	<b>Appendix A-1</b>
<b>City Fiscal Year: 2025-2026</b>	<b>Funding Term: 07/01/2025 through 06/30/2026</b>
<b>CID #10000010841</b>	<b>Funding Sources: (non-BHS only): N/A</b>

### 1. Identifiers:

**Program Name: Urban Services YMCA of San Francisco EPSDT Program**

**Program Address: 1530 Buchanan St**

**City, State, Zip Code: San Francisco, CA 94115**

**Jane Chandler, Director of Mental Health Services**

**Telephone: (415) 637-8201**

**Facsimile: (415) 563-8017**

**Program Codes: 38BV3**

### 2. Nature of Document:

**New**       **RPB**       **Contract Amendment**

### 3. Goal Statement:

To aid youth and families through effective and comprehensive services which aim to reduce psychiatric symptoms, increase functioning and increase coping skills such that the likelihood of further intervention in the future is lessened and quality of life and mental health is improved.

### 4. Target Population:

**Age: Youth and their families ages 4-18**

**Neighborhood: San Francisco city wide. Serving clients that live in Bayview, Potrero Hill and the Western Addition.**

**Gender: all**

**Economic Status: low income, general assistance, unemployed**

**Ethnic Background, include but is not limited to African American, Latino, Pacific Islander, Asian, White, multiracial.**

**Languages: Primarily English and Spanish**

Emphasis is on providing services to those in most need or to reach families who are unable or not accustomed to accessing mental health services in a clinic or elsewhere in the community.

Reaching families in their homes and in our schools is the best place to begin collaborative community-based and client-centered care. EHRMS funding will be allocated for school refusal clients.

<b>Contractor: Urban Services YMCA of San Francisco</b>	<b>Appendix A-1</b>
<b>City Fiscal Year: 2025-2026</b>	<b>Funding Term: 07/01/2025 through 06/30/2026</b>
<b>CID #10000010841</b>	<b>Funding Sources: (non-BHS only): N/A</b>

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

**See Appendix B-1 Budget**

## 6. Methodology:

### A. Outreach, Recruitment, Promotion, and Advertisement

Within Urban Services YMCA's realm of social service programs, our Mental Health Program provides culturally sensitive services in the heart of high need communities within San Francisco. Our overall objective is to provide youth and their families living in San Francisco's most challenged communities with the same opportunities and skills that other San Francisco neighborhoods have. One of our program's strengths is the diversity of our locations we serve allowing the Clinical Case Managers to meet families in their own neighborhoods. This year most of our services will be offered in-person on school campuses and at our agency site, however some virtual services will be maintained with a minority of clients who prefer virtual platform or due to other circumstances must remain virtual for the time being.

We collaborate with SFUSD and other facilities to provide multiple access points for youth and their families primarily focusing on services in the Western Addition, South Central region and Southeast sector of San Francisco. Services are provided in a multitude of locations chosen to best accommodate clients and their needs including but not limited to; SFUSD campuses and KIPP Academy schools, clients' homes, Family Resource Centers, Urban Services YMCA and the OMI/E Beacon Center. Our services make it possible to provide needed support to multiple communities within our diverse city. Additionally, CCM's establish points of contact for referrals to ours and other agencies' services while offering outreach, education and collaboration within our service locations. In addition to our network of community-based programs that will identify potential clients, referrals will also be received from foster care, school staff and other BHS contractors.

Through the Placement of Clinical Case Managers in these neighborhoods where the communities experience significant exposure to violent and traumatic events, the CCM's will have a real opportunity to address the mental health conditions of youth and families. We will provide mental health services and comprehensive clinical case management services to youth and their families negatively affected by exposure to violence in order to reduce levels of untreated trauma. We expect that youth and families will be engaged in our services for a period of approximately 6 months, with a majority of treatment being provided through mental health and case management programming.

<b>Contractor: Urban Services YMCA of San Francisco</b>	<b>Appendix A-1</b>
<b>City Fiscal Year: 2025-2026</b>	<b>Funding Term: 07/01/2025 through 06/30/2026</b>
<b>CID #10000010841</b>	<b>Funding Sources: (non-BHS only): N/A</b>

Clinical Case Managers will work in conjunction with our existing network of mental health counselors, case managers, community organizers and family advocates to provide youth and their families with mental health services. Our CCM's will locate appropriate crisis response services and facilitate referrals to these services if necessary. Through our program we hope to support the collective improvement of a community's emotional health. These services will provide youth and their families with feelings of empowerment and community safety, and it is our goal to strengthen our clients through participation in our offered services.

The program will participate in the BHS Advanced Access initiative, ensuring timely measurement of data at the site and the reporting of data to BHS as required, with the caveat that it may be changed from time to time with prior notice from BHS. Our program will adhere to BHS guidelines regarding assessment and treatment of indigent (uninsured) clients.

#### **B. Admission, Enrollment and Intake Criteria**

Criteria for admission to this program will be children, youth, young adults, families and communities that meet medical necessity and eligibility requirements for Med-iCal EPSDT services

Our program will continue to authorize all services through our internal Program Utilization Review Quality Committee (PURQC). All services will be delivered in a confidential setting with client confidentiality safeguarded by licensed clinicians or interns working under the direct supervision of a licensed therapist.

#### **C. Service Delivery Model**

The CCM's will provide client services to communities within school, community and office settings during the program hours of operation, that fluctuate between Monday – Friday 9 a.m. – 7 p.m. Each CCM will assess client functioning to determine appropriate plan of care, interventions and expected length of stay in the program. Wherever possible, CCMs will attempt to utilize a Brief Therapy Model, but will not be limited to this model should the client require more intensive therapeutic services. CCMs will also provide collateral and case management services as needed for continuity of care. Every attempt will be made to utilize wrap-around services through appropriate referral of clients to additional community-based support services such as substance abuse treatment and prevention, Family Resource Centers, Beacon Community Centers, primary care providers and health and fitness resources such as the YMCA. CCMs will have access to information about Urban Services programs as well as other community programs in order to provide the most comprehensive plan of care for each client.

Service delivery will be driven by the findings in our comprehensive CANS assessment data which we use to help inform our client treatment plans of care. They are used intensely throughout our

<b>Contractor: Urban Services YMCA of San Francisco</b>	<b>Appendix A-1</b>
<b>City Fiscal Year: 2025-2026</b>	<b>Funding Term: 07/01/2025 through 06/30/2026</b>
<b>CID #10000010841</b>	<b>Funding Sources: (non-BHS only): N/A</b>

service model to help inform what kinds of services may be helpful for clients as well as the level of care offered to each client and family.

**D. Exit Criteria**

Clients will be discharged based upon successful completion of treatment. In some cases, client and therapist may mutually agree to terminate before completion of treatment due to varying circumstances, and occasionally there are instances of premature termination due to extraneous circumstances. In those cases, everything possible is done to ensure the appropriate referrals are made and a proper termination process is conducted with each client.

**E. Program Staffing**

See Appendix B Budget

**7. Objectives and Measurements:**

All objectives, and descriptions of how objectives will be measured, are contained in the BHS document entitled: **Children, Youth and Families Performance Objectives FY 25-26**.

**8. Continuous Quality Improvement:**

- A. In order to meet contract performance objectives and to maintain cohesiveness within our team, weekly staff meetings are scheduled to discuss quality assurance, chart auditing, compliance and policy, programmatic changes, as well as trainings for all our staff so they have the tools to succeed and thrive in their professional growth and fulfill job performance expectations.

During weekly meetings, staff members actively engage in structured meeting time designated to identify and discuss any barriers to service delivery, identify any possible holes in the offering of or access to services requested by our clients and their families. We continue to have round-table discussions about what is “working” and what staff identifies are goals to reach for in ensuring that our clients are being able to access the services they are asking for. Community referrals and information is exchanged during staff meeting as well as within weekly group supervision.

- B. Urban Policy and Procedure Manual and staff training documentation state the following procedures for ensuring the highest quality clinical and technical documentation:
  - 24 hour documentation entry rules for all clinical staff

<b>Contractor: Urban Services YMCA of San Francisco</b>	<b>Appendix A-1</b>
<b>City Fiscal Year: 2025-2026</b>	<b>Funding Term: 07/01/2025 through 06/30/2026</b>
<b>CID #10000010841</b>	<b>Funding Sources: (non-BHS only): N/A</b>

- 7-day supervision review deadline policy by licensed clinical supervisors for all assessments, treatment plans of care, and clinical progress notes completed by non-licensed staff.
- Tri-annual chart audits to ensure proper filing and to check for document signatures, documentation, timely completion, and general file health.
- PURQC updates and yearly service utilization review which includes client eligibility, medical necessity, needs assessment, plan progress, and to analyze and discuss service modality and frequency.

C. Urban Services mental health program staff members aim to meet the needs of our clients in a culturally sensitive manner and are careful to discuss openly the concerns that arise out of working within the social services sector in a greatly diverse urban community. When services needs are indicated in a language other than what is available by our staff at the time of receiving a referral, it is Urban Services policy to ensure the proper referral is made to an agency who can meet language need. If no openings are found, advocacy and case management is maintained with our family until services can be found in order to ensure that families do not “fall through the crack” and add to the unfair access disparity between dominant culture families and our families who speak other languages in the home.

D. Yearly client satisfaction surveys are disseminated each May and the results returned to us by BHS and added into our contract performance scores. These results are shared with staff and each fall a special staff meeting is designated for addressing the feedback given by our program participants. Furthermore, policy and protocols are adjusted accordingly to reflect programmatic changes discussed and agreed upon by our agency in order to continuously better our program and meet the needs our clients in the way that works best for them.

E. Every CANS assessment created by our staff is reviewed carefully by clinical supervisors to ensure quality information reporting. Monthly “Superuser” support calls are attended by the program director and each year BHS administration compiles and delivers to us a data report on treatment progress. The report is designed to analyze client progress on each scoring item over time between Initial CANS assessment and the subsequent reassessments and closing CANS. It is this pivotal report that is shared with staff and the results analyzed in order to roughly identify what our agency appears to be doing well and what we may need to work on improving. The results of last year indicated that our clients were not showing marked improvement on anger control skills from the time of initial CANS assessment and their subsequent reassessment eight months later. Scheduled training subject matter was adjusted to reflect this possible need in improved service delivery focus and competency.

## **Appendix B** **Calculation of Charges**

### **1. Method of Payment**

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

(1) For contracted services reimbursable by Fee for Service (Monthly Reimbursement by Certified Units at Budgeted Unit Rates)

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

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

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

### **B. Final Closing Invoice**

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

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

(2) For contracted services reimbursable by Cost Reimbursement:

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

C. All amounts paid by CITY to CONTRACTOR shall be subject to audit by CITY.

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

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

## 2. Program Budgets and Final Invoice

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

Appendix B-1 Early and Periodic Screening, Diagnosis, and Treatment (EPSDT)

B. CONTRACTOR understands that, of this maximum dollar obligation listed in section 3.3.1 of this Agreement, **\$296,469** is included as a contingency amount and is neither to be used in Program Budgets attached to this Appendix, or available to Contractor without a modification to this Agreement as specified in Section 3.7 Contract Amendments; Budgeting Revisions. Contractor further understands that no payment of any portion of this contingency amount will be made unless and until such modification or budget revision has been fully approved and executed in accordance with applicable City and Department of Public Health laws, regulations and policies/procedures and certification as to the availability of funds by Controller. Contractor agrees to fully comply with these laws, regulations, and policies/procedures.

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

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

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

## (1). Estimated Funding Allocations

<b>Contract Period</b>		<b>Estimated Allocation</b>		
July 1, 2018	through	June 30, 2019	\$	1,191,453
July 1, 2019	through	June 30, 2020	\$	1,372,629
July 1, 2020	through	June 30, 2021	\$	1,462,589
FY 20-21 CODB & MCO one-time funding (DV)		\$		38,839
July 1, 2021	through	June 30, 2022	\$	1,331,699
July 1, 2022	through	June 30, 2023	\$	1,749,830
July 1, 2023	through	June 30, 2024	\$	1,048,263
July 1, 2024	through	June 30, 2025	\$	615,400
July 1, 2025	through	June 30, 2026	\$	806,683
July 1, 2026	through	June 30, 2027	\$	827,960
July 1, 2027	through	June 30, 2028	\$	835,936
Subtotal		\$		11,281,280
<u>Contingency (January 1, 2026 to June 30, 2028)</u>		\$		296,469
<b>Contract Not-to Exceed Amount</b>		<b>\$</b>	<b>11,577,751</b>	

**3. Services of Attorneys**

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

**4. State or Federal Medi-Cal Revenues**

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

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

**5. Reports and Services**

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

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

DHCS Legal Entity Number 00146							Appendix B, Page 1			
Legal Entity Name/Contractor Name YMCA of San Francisco – Urban Services					Fiscal Year	2025-2026				
Contract ID Number 1000010841					Funding Notification Date	08/26/25				
Appendix Number	B-1	B-#	B-#	B-#	B-#	B-#	B-#			
Provider Number	38BV3									
Program Name	EPSDT									
Program Code	38BV3									
Funding Term	7/1/25-6/30/26									
<b>FUNDING USES</b>								<b>TOTAL</b>		
Salaries	\$ 442,388							\$ 442,388		
Employee Benefits	\$ 124,254							\$ 124,254		
<b>Subtotal Salaries &amp; Employee Benefits</b>	<b>\$ 566,642</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	<b>\$ 566,642</b>		
Operating Expenses	\$ 134,822							\$ 134,822		
<b>Subtotal Direct Expenses</b>	<b>\$ 701,464</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	<b>\$ 701,464</b>		
Indirect Expenses	\$ 105,220							\$ 105,220		
Indirect %	15.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	15.0%		
<b>TOTAL FUNDING USES</b>	<b>\$ 806,683</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	<b>\$ 806,683</b>		
							Employee Benefits Rate	28.4%		
<b>BHS MENTAL HEALTH FUNDING SOURCES</b>										
MH CYF Fed SDMC FFP (50%)	\$ 281,046							\$ 281,046		
MH CYF State 2011 PSR-EPSDT	\$ 281,047							\$ 281,047		
MH CYF County General Fund	\$ 201,213							\$ 201,213		
MH CYF COUNTY ERMHS General Fund	\$ 43,377							\$ 43,377		
<b>TOTAL BHS MENTAL HEALTH FUNDING SOURCES</b>	<b>\$ 806,683</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	<b>\$ 806,683</b>		
<b>TOTAL DPH FUNDING SOURCES</b>	<b>\$ 806,683</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	<b>\$ 806,683</b>		
<b>TOTAL FUNDING SOURCES (DPH AND NON-DPH)</b>	<b>\$ 806,683</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	<b>\$ 806,683</b>		
Prepared By	Becky Chen				Phone Number	415 452 7574				

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

DHCS Legal Entity Number	00146					Appendix Number	B-1
Provider Name	YMCA of San Francisco – Urban Services					Page Number	2
Provider Number	38BV3					Fiscal Year	2025-2026
Contract ID Number	1000010841					Funding Notification Date	08/26/25
Program Name	EPSDT						
Program Code	38BV3						
Mode (MH) or Modality (SUD)	15						
Service Description	Outpatient Services						
Funding Term (mm/dd/yy-mm/dd/yy):	7/1/25-6/30/26						
<b>FUNDING USES</b>							<b>TOTAL</b>
Salaries & Employee Benefits	\$ 566,642	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 566,642
Operating Expenses	\$ 134,822	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 134,822
<b>Subtotal Direct Expenses</b>	<b>\$ 701,464</b>	<b>\$ -</b>	<b>\$ 701,464</b>				
Indirect Expenses	\$ 105,220						\$ 105,220
Indirect %	15.0%	0.0%	0.0%	0.0%	0.0%	0.0%	15.0%
<b>TOTAL FUNDING USES</b>	<b>\$ 806,683</b>	<b>\$ -</b>	<b>\$ 806,683</b>				
<b>BHS MENTAL HEALTH FUNDING SOURCES</b>							
MH CYF Fed SDMC FFP (50%)	\$ 281,046						\$ 281,046
MH CYF State 2011 PSR-EPSDT	\$ 281,047						\$ 281,047
MH CYF County General Fund	\$ 201,213						\$ 201,213
MH CYF COUNTY ERMHS General Fund	\$ 43,377						\$ 43,377
<b>TOTAL BHS MENTAL HEALTH FUNDING SOURCES</b>	<b>\$ 806,683</b>	<b>\$ -</b>	<b>\$ 806,683</b>				
<b>TOTAL DPH FUNDING SOURCES</b>	<b>\$ 806,683</b>	<b>\$ -</b>	<b>\$ 806,683</b>				
<b>TOTAL FUNDING SOURCES (DPH AND NON-DPH)</b>	<b>806,683</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>806,683</b>
<b>BHS UNITS OF SERVICE AND UNIT COST</b>							
Payment Method	Outpatient Blended Rate (FFS)						
Unduplicated Clients (UDC)	111						
DPH Units of Service	2,099.44						
Unit Type	Hours	0	0	0	0		
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only)	\$ 384.24	\$ -	\$ -	\$ -	\$ -	\$ -	<b>Total UDC</b>
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)	\$ 384.24	\$ -	\$ -	\$ -	\$ -	\$ -	111.00

## Appendix B - DPH 3: Salaries &amp; Employee Benefits Detail

Contract ID Number 1E+09  
 Program Name EPSDT  
 Program Code 38BV3

Appendix Number B-1  
 Page Number 3  
 Fiscal Year 2025-2026  
 Funding Notification Date 08/26/25

Position Title <i>(List all staffing including intern/trainee staff who are not part of budget but contributing to units of</i>	Practitioner Type <i>(Select Non Billing provider if the position is not expected to bill this period)</i>	TOTAL		251962-10000-10001670-0001	
Funding Term	(07/01/25-06/30/26):				(07/01/25-06/30/26):
Position Title	Practitioner Type (Select from Drop Down)	FTE	Salaries	FTE	Salaries
Head of Services	Non Billing Staffing	0.00	\$ 6,450.00		\$ 6,450.00
Director of Mental Health	LPHA (MFT, LCSW, LPCC)/ Intern or Waivered LPHA (MFT, LCSW, LPCC)	0.60	\$ 80,937.00	0.60	\$ 80,937.00
Clinical Supervisor	Non Billing Staffing	0.08	\$ 2,873.00	0.08	\$ 2,873.00
Clinical Supervisor	Non Billing Staffing	0.13	\$ 7,325.00	0.13	\$ 7,325.00
Mental Health Clinician	LPHA (MFT, LCSW, LPCC)/ Intern or Waivered LPHA (MFT, LCSW, LPCC)	0.50	\$ 37,981.00	0.50	\$ 37,981.00
Mental Health Clinician	LPHA (MFT, LCSW, LPCC)/ Intern or Waivered LPHA (MFT, LCSW, LPCC)	0.50	\$ 38,633.00	0.50	\$ 38,633.00
Mental Health Clinician	LPHA (MFT, LCSW, LPCC)/ Intern or Waivered LPHA (MFT, LCSW, LPCC)	0.60	\$ 44,235.00	0.60	\$ 44,235.12
Mental Health Clinician	LPHA (MFT, LCSW, LPCC)/ Intern or Waivered LPHA (MFT, LCSW, LPCC)	0.50	\$ 34,199.00	0.50	\$ 34,198.58
Mental Health Clinician	LPHA (MFT, LCSW, LPCC)/ Intern or Waivered LPHA (MFT, LCSW, LPCC)	0.65	\$ 31,036.00	0.65	\$ 31,036.20
Mental Health Clinician	LPHA (MFT, LCSW, LPCC)/ Intern or Waivered LPHA (MFT, LCSW, LPCC)	0.50	\$ 35,742.00	0.50	\$ 35,742.00
Mental Health Clinician	LPHA (MFT, LCSW, LPCC)/ Intern or Waivered LPHA (MFT, LCSW, LPCC)	0.50	\$ 35,742.00	0.50	\$ 35,742.00
Administrative Coordinator	Non Billing Staffing	0.50	\$ 33,091.00	0.50	\$ 33,090.64
Documentation Specialist/QA Ma	Non Billing Staffing	0.60	\$ 54,144.00	0.60	\$ 54,144.42
Trainee #1	Non Billing Staffing	0.00	\$ -	0.13	\$ -
Trainee #2	Non Billing Staffing	0.13	\$ -	0.13	\$ -
Trainee #3	Non Billing Staffing	0.13	\$ -	0.13	\$ -
Trainee #4	Non Billing Staffing	0.13	\$ -	0.13	\$ -
Trainee #5	Non Billing Staffing	0.13	\$ -	0.13	\$ -
Trainee #6	Non Billing Staffing	0.13	\$ -	0.13	\$ -
Trainee #7	Non Billing Staffing	0.13	\$ -	0.13	\$ -
Trainee #8	Non Billing Staffing	0.13	\$ -	0.13	\$ -
<b>Totals:</b>		6.54	\$ 442,388.00	6.66	\$ 442,387.96

<b>Employee Benefits:</b>	28%	\$ 124,253.87	28.09%	\$ 124,253.87
---------------------------	-----	---------------	--------	---------------

<b>TOTAL SALARIES &amp; BENEFITS</b>	\$ 566,642.00	\$ 566,642.00
--------------------------------------	---------------	---------------

## Appendix B - DPH 4: Operating Expenses Detail

Contract ID Number 1000010841  
 Program Name EPSDT  
 Program Code 38BV3

Appendix Number B-1  
 Page Number 4  
 Fiscal Year 2025-2026  
 Funding Notification Date 08/26/25

Expense Categories & Line Items	TOTAL	251962-10000-10001670-0001
<b>Funding Term</b>	(07/01/25-06/30/26):	(07/01/25-06/30/26):
Rent	\$ 36,000.00	\$ 36,000.00
Utilities (telephone, electricity, water, gas)	\$ 11,340.00	\$ 11,340.00
Building Repair/Maintenance	\$ -	
<b>Occupancy Total:</b>	<b>\$ 47,340.00</b>	<b>\$ 47,340.00</b>
Office Supplies	\$ 1,800.00	\$ 1,800.00
Photocopying	\$ -	
Program Supplies	\$ 5,814.00	\$ 5,814.00
Computer Hardware/Software	\$ 11,500.00	\$ 11,500.00
<b>Materials &amp; Supplies Total:</b>	<b>\$ 19,114.00</b>	<b>\$ 19,114.00</b>
Training/Staff Development	\$ 12,000.00	\$ 12,000.00
Insurance	\$ 8,067.00	\$ 8,066.83
Professional License	\$ 1,700.00	\$ 1,700.00
Permits	\$ -	
Equipment Lease & Maintenance	\$ 3,063.00	\$ 3,063.00
<b>General Operating Total:</b>	<b>\$ 24,830.00</b>	<b>\$ 24,830.00</b>
Local Travel	\$ 15,152.00	\$ 15,151.89
Out-of-Town Travel	\$ -	
Field Expenses	\$ -	
<b>Staff Travel Total:</b>	<b>\$ 15,152.00</b>	<b>\$ 15,152.00</b>
Consultant/Subcontractor (Provide Consultant/Subcontracting Agency Name, Service Detail w/Dates, Hourly Rate and Amounts)	\$ -	
	\$ -	
	\$ -	
<b>Consultant/Subcontractor Total:</b>	<b>\$ -</b>	<b>\$ -</b>
Other (provide detail):	\$ -	
Stipends for Graduate Interns	\$ 8,386.00	\$ 8,386.00
Language Line Interpretation	\$ 20,000.00	\$ 20,000.00
<b>Other Total:</b>	<b>\$ 28,386.00</b>	<b>\$ 28,386.00</b>
<b>TOTAL OPERATING EXPENSE</b>	<b>\$ 134,822.00</b>	<b>\$ 134,822.00</b>

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

Contractor Name	YMCA of San Francisco – Urban Services	Page Number	5
Contract ID Number	1000010841	Fiscal Year	2025-2026
		Funding Notification Date	8/26/25

**1. SALARIES & EMPLOYEE BENEFITS**

Position Title	FTE	Amount
Executive Director	0.08	\$ 11,797.38
Director of Accounting Processes	0.13	\$ 17,696.07
Director of Grant Administration	0.16	\$ 15,729.84
Director of Risk & Legal	0.05	\$ 7,340.59
Director of People Operations	0.05	\$ 6,554.10
Controller	0.05	\$ 9,437.90
Accounting Manager	0.07	\$ 7,864.92
Revenue Accountant	0.07	\$ 4,587.87
	Subtotal:	0.66 \$ 81,009.00
	Employee Benefits:	29.9% \$ 24,211.00
	<b>Total Salaries and Employee Benefits:</b>	\$ 105,220.00

**2. OPERATING COSTS**

Expenses (Use expense account name in the ledger.)	Amount
	<b>Total Operating Costs</b> \$ -
	<b>Total Indirect Costs</b> \$ <b>105,220.00</b>

**BUDGET JUSTIFICATION**

Contract ID Number

Contractor Name

Program Name

Appendix Number

B1-6

Fiscal Year

01/00/00

**1a) SALARIES**

Staff Position 1:					
Brief description of job duties:					
Minimum qualifications:					
Annual Salary:	Level of Effort	# Months per Year:	Annualized (if less than 12 months):	FTE	Amount
			0.00	0.00	\$ -

Staff Position 2:					
Brief description of job duties:					
Minimum qualifications:					
Annual Salary:	Level of Effort	# Months per Year:	Annualized (if less than 12 months):	FTE	Amount
			0.00	0.00	\$ -

Staff Position 3:					
Brief description of job duties:					
Minimum qualifications:					
Annual Salary:	Level of Effort	# Months per Year:	Annualized (if less than 12 months):	FTE	Amount
			0.00	0.00	\$ -

Staff Position 4:					
Brief description of job duties:					
Minimum qualifications:					
Annual Salary:	Level of Effort	# Months per Year:	Annualized (if less than 12 months):	FTE	Amount
			0.00	0.00	\$ -

Staff Position 5:					
Brief description of job duties:					
Minimum qualifications:					
Annual Salary:	Level of Effort	# Months per Year:	Annualized (if less than 12 months):	FTE	Amount
			0.00	0.00	\$ -

Staff Position 6:					
Brief description of job duties:					
Minimum qualifications:					
Annual Salary:	Level of Effort	# Months per Year:	Annualized (if less than 12 months):	FTE	Amount
			0.00	0.00	\$ -

Total FTE: -

Total Salaries: \$ -

**1b) EMPLOYEE BENEFITS:**

\*A benefit expense may be added or deleted to reflect the composition of the agency's employee benefits.

Amount

Social Security
-----------------

Medicare	
Unemployment Insurance	
Worker's Compensation	
Health and Dental	
Retirement	
Paid Time Off	
Other (specify)	
Other (specify)	

Total Fringe Benefit: Fringe Benefit %: 

0%

TOTAL SALARIES & EMPLOYEE FRINGE BENEFITS: 

-

## 2) OPERATING EXPENSES:

Occupancy: 

Expense Item	Brief Description	Rate	Amount

Total Occupancy: 

-

Materials & Supplies: 

Expense Item	Brief Description	Rate	Amount

Total Materials & Supplies: 

-

General Operating: 

Expense Item	Brief Description	Rate	Amount

Total General Operating: 

-

Staff Travel: 

Purpose of Travel	Location	Expense Item	Rate	Amount

Total Staff Travel: 

-

Consultants/Subcontractors: 

Consultant/Subcontractor Name	Service Description	Rate	Amount

	<b>Total Consultants/Subcontractors:</b>	-

Other: \_\_\_\_\_

Expense Item	Brief Description	Rate	Amount

Total Other: \_\_\_\_\_ -

**TOTAL OPERATING EXPENSES:** \_\_\_\_\_ -**3) CAPITAL EXPENSES:** (Remodeling cost or purchase of \$5,000 or more per unit)

Capital Expense Item	Brief Description	Amount
		<b>TOTAL CAPITAL EXPENSES:</b> _____ -
		<b>TOTAL DIRECT EXPENSES:</b> _____ -

**4) INDIRECT EXPENSES**

Describe method and basis for Indirect Cost Allocation.	Amount

Indirect Rate: **0%**  
**TOTAL INDIRECT EXPENSES:** \_\_\_\_\_ -**TOTAL EXPENSES:** \_\_\_\_\_ -

**Provider Name****Program Name****Attachment 1**

00/00/0000 - 00/00/0000

**Funding Source**

Contractor / Provider	Provider Name	YMCA of San Francisco – Urban Services				Contract ID	1000010841	
Total Funding Amount / Fiscal Year	Funding Amount	\$	806,683			Fiscal Year	2025-2026	
Address / Phone	415-452-7574							
Contact Person	Becky Chen							
Program Name	EPSDT							
Appendix Number	B-1		A# / B#			A# / B#		
Program/ Appendix Funding Amount	\$806,683		Program/ Appendix Funding Amount			Program/ Appendix Funding Amount		
Funding Term	2025-2026		Funding Term			Funding Term		
Name of Mode (MH) or Modality (SUD)	UOS	UDC	Name of Mode (MH) or Modality (SUD)	UOS	UDC	Name of Mode (MH) or Modality (SUD)	UOS	UDC
41 service hours per week average x 51 weeks	15		\$806,683/\$384.24	2,099.44	111	Write UOS formula calculation		Write UOS formula calculation
Target Population	Age: Youth and their families ages 4-18 Neighborhood: San Francisco city wide. Vast majority of clients live in Bayview, Potrero Hill and the Western Addition. Gender: all Economic Status: low income, general assistance, unemployed Ethnic Background, in order of client population size in this program: African American, Latino, Pacific Islander, Asian, White, multiracial. Languages: Primarily English and Spanish							
Description of Services	We will provide mental health services and comprehensive clinical case management services to youth and their families. Most of our services will be offered in-person on school campuses and at our agency site, however some virtual services will be maintained with a minority of clients who prefer virtual platform or due to other circumstances must remain virtual for the time being							

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

## TABLE OF CONTENTS

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

Attachment 1 to SAA - System Specific Requirements

## TERMS AND CONDITIONS

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

### SECTION 1 - “THIRD PARTY” CATEGORIES

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

### SECTION 2 - DEFINITIONS

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

### SECTION 3 – GENERAL REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**7. Protected Health Information.** Third Party and its subcontractors, agents, and employees shall comply with all federal and state laws regarding the transmission, storage and protection of all PHI disclosed to Third Party by City. In the event that City pays a regulatory fine, and/or is assessed civil penalties or damages through private rights of action, based on an impermissible use or disclosure of PHI given to Third Party by City, Third Party shall indemnify City for the amount of such fine or penalties or damages, including costs of notification, but only in proportion to and to the extent that such fine, penalty or damages are caused by or result from the impermissible acts or omissions of Third Party. This section does not apply to the extent fines or penalties or damages were caused by the City or its officers, agents, subcontractors or employees.

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

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

**A. Department Care Link Requirements:**

- 1. Connectivity.**
  - a) Third Party must obtain and maintain an Internet connection and equipment in accordance with specifications provided by Epic and/or Department. Technical equipment and software specifications for accessing Department Care Link may change over time. Third Party is responsible for all associated costs. Third Party shall ensure that Third Party Data Users access the System only through equipment owned or leased and maintained by Third Party.
- 2. Compliance with Epic Terms and Conditions.**
  - a) Third Party will at all times access and use the System strictly in accordance with the Epic Terms and Conditions. The following Epic Care Link Terms and Conditions are embedded within the Department Care Link application, and each Data User will need to agree to them electronically upon first sign-in before accessing Department Care Link:
- 3. Epic-Provided Terms and Conditions**
  - a) Some short, basic rules apply to you when you use your EpicCare Link account. Please read them carefully. The Epic customer providing you access to EpicCare Link may require you to accept additional terms, but these are the rules that apply between you and Epic.
  - b) Epic is providing you access to EpicCare Link, so that you can do useful things with data from an Epic customer's system. This includes using the information accessed through your account to help facilitate care to patients shared with an Epic customer, tracking your referral data, or otherwise using your account to further your business interests in connection with data from an Epic customer's system. However, you are not permitted to use your access to EpicCare Link to help you or another organization develop software that is similar to EpicCare Link. Additionally, you agree not to share your account information with anyone outside of your organization.

**II. For Access to Department Epic through Epic Hyperspace the following terms shall apply:**

**B. Department Epic Hyperspace:**

- 1. Connectivity.**
  - a) Third Party must obtain and maintain an Internet connection and required equipment in accordance with specifications provided by Epic and Department. Technical equipment and software specifications for accessing Department Epic Hyperspace will change over time. You may request a copy of required browser, system, and connection requirements from the Department IT division. Third Party is responsible for all associated costs. Third Party shall ensure that Third Party Data Users access the System in accordance with the terms of this agreement.
- 2. Application For Access and Compliance with Epic Terms and Conditions.**
  - a) Prior to entering into agreement with Department to access Department Epic Hyperspace, Third Party must first complete an Application For Access with Epic Systems Corporation of Verona, WI. The Application For Access is found at:  
<https://userweb.epic.com/Forms/AccessApplication>. Epic Systems Corporation notifies Department, in writing, of Third Party's permissions to access Department Epic Hyperspace

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

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

**A. Department myAvatar**

1. Connectivity.
  - a. Third Party must obtain an Internet connection and required equipment in accordance with specifications provided by Department. Technical equipment and software specifications for accessing Department myAvatar will change over time. You may request a copy of required browser, system, and connection requirements from the Department IT division. Third Party is responsible for all associated costs. Third Party shall ensure that Third Party Data Users access the System only through equipment owned or leased and maintained by Third Party.
2. Information Technology (IT) Support.
  - a. Third Party must have qualified and professional IT support who will participate in quarterly CBO Technical Workgroups.
3. Access Control.
  - a. Access to the BHS Electronic Heath Record is granted based on clinical and business requirements in accordance with the Behavioral Health Services EHR Access Control Policy (6.00-06). The Access Control Policy is found at:  
<https://www.sfdph.org/dph/files/CBHSPolProcMnl/6.00-06.pdf>
  - b. Applicants must complete the myAvatar Account Request Form found at  
[https://www.sfdph.org/dph/files/CBHSdocs/BHISdocs/UserDoc/Avatar\\_Account\\_Request\\_Form.pdf](https://www.sfdph.org/dph/files/CBHSdocs/BHISdocs/UserDoc/Avatar_Account_Request_Form.pdf)
  - c. All licensed, waivered, registered and/or certified providers must complete the Department credentialing process in accordance with the DHCS MHSUDS Information Notice #18-019.

**I. For Access to Department Epic through OutReach**

**A. Department OutReach Requirements:**

1. Connectivity.
  - d) Third Party Responsibility: The Third Party is required to obtain and maintain an active internet connection and necessary equipment in compliance with the specifications provided by both Epic and the Department.
  - d) Technical Equipment Changes: The specifications for accessing OutReach may be updated over time. Third Party must ensure their equipment and software align with these specifications and bear any related costs.
  - d) Equipment Ownership: Access to the system by Third Party Data Users must occur exclusively through equipment owned, leased, and maintained by the Third Party.
  - d) Equipment Purchase: Compatible equipment required for use with OutReach is the responsibility of the Third Party.
2. Compliance with Epic Terms and Conditions
  - a) Obligations: The Third Party will access and use the system strictly according to Epic's Terms and Conditions. Data Users must electronically accept these terms during their initial login to OutReach.
3. Epic-Provided Terms and Conditions
  - a) Usage Rules: Basic rules are provided by Epic that apply when using the Epic OutReach account. These include:

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

**City and County of San Francisco**  
**Business Associate Agreement**

This Business Associate Agreement ("BAA") supplements and is made a part of the Agreement by and between the City and County of San Francisco, a Hybrid Entity designated under HIPAA, referred herein as the Covered Entity ("CE"), and Young Men's Christian Association of San Francisco dba YMCA of San Francisco ("Contractor"), the Business Associate ("BA"), dated January 1, 2026 (the "Agreement").

**RECITALS**

A. CE, by and through the San Francisco Department of Public Health ("SFDPH"), wishes to disclose, allow access to, or allow collection of 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 and this BAA, 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 are committed to complying with all federal and state laws governing the confidentiality, privacy, and security of health information disclosed to BA pursuant to the Agreement, including, but not limited to the Standards for PHI under 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 with respect to health information, mental health information, and substance use treatment information, 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"), and 42 CFR Part 2.

D. CE is required to enter into an agreement 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 ("CFR") and contained in this BAA.

E. BA enters into agreements with CE that require the CE to disclose to BA, or allow BA to create, collect, use, access, maintain, or transmit for or on CE's behalf, certain identifiable health information. The parties desire to enter into this BAA to permit BA to disclose, create, collect, use, access, maintain, or transmit such information and comply with the BA requirements of HIPAA, the HITECH Act, and the corresponding regulations.

**1. Definitions.** For purposes of this BAA, the Parties agree that each term below and any capitalized term used in this BAA, but not otherwise defined, has the meaning given to that term in the HIPAA Rules (as defined below), and as each may be amended from time to time.

- a. **Breach** means the acquisition, access, use, or disclosure of PHI in a manner not permitted under the Privacy Rule which compromises the security or privacy of the PHI, as defined in 45 CFR §164.402.
- b. **Breach Notification Rule** means the portion of HIPAA set forth in Subpart D of 45 CFR Part 164.
- c. **Business Associate** means 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, as defined in 45 CFR §160.103.
- d. **Covered Entity** has the meaning given to such term under the Privacy Rule and the Security Rule, including 45 CFR §160.103.
- e. **Data Aggregation** means the combining of PHI by the BA with the PHI received by the BA in its capacity as a BA of one or more other covered entity, to permit data analyses that relate

**City and County of San Francisco**  
**Business Associate Agreement**

to the Health Care Operations of the respective covered entities, and the meaning given to such term in 45 CFR §164.501.

- f. Designated Record Set** has the meaning given to such term under the Privacy Rule, including 45 C.F.R. Section 164.501.
- g. Electronic PHI or ePHI** means any PHI maintained or transmitted by electronic media as defined in 45 CFR §160.103.
- h. Health Care** has the meaning given to such term under the Privacy Rule, including 45 CFR §164.103.
- i. Health Care Component** has the meaning given to such term under the Privacy Rule, including 45 CFR §164.103.
- j. Health Care Operations** has the meaning given to such term under the Privacy Rule, including 45 CFR §164.501.
- k. HIPAA Rules** means the Privacy, Security, Breach Notification, and Enforcement Rules set forth in 45 CFR Part 160 and Part 164.
- l. Hybrid Entity** has the meaning given to such term under the Privacy Rule, including 45 CFR §164.103.
- m. Privacy Rule** means that portion of HIPAA set forth in 45 CFR Part 160 and Part 164, Subparts A and E.
- n. Protected Health Information or PHI** has the meaning given to such term under the Privacy Rule, including 45 CFR §§160.103 and 164.501, limited to the information created, maintained, stored, transmitted, or received by BA from or on behalf of CE, or another BA of CE.
- o. 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 as defined in the Security Rule, including 45 CFR §164.304.
- p. Security Rule** means the Security Standards for the Protection of Electronic Health Information provided in 45 CFR Part 160 & Part 164, Subparts A and C.
- q. Unsecured PHI** has the meaning given to such term under 42 U.S.C. §17932(h) and 45 CFR §164.402.

**2. Obligations of Business Associate.**

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

**b. Permitted Uses and Disclosures.** BA may use, access, and/or disclose PHI 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 may use, access, and/or disclose PHI 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 (see 45 CFR §§164.502, 164.504(e)(2), and 164.504(e)(4)(i)). If BA discloses PHI to a third party, if the disclosure is required by law, or otherwise BA must obtain, prior to making such disclosure, (i) reasonable written assurances from such third party that such PHI will be held confidential as provided under this BAA and used or further disclosed only as required by law or for the purpose for which it was disclosed to this third party and (ii) an agreement from this third party to notify BA

**City and County of San Francisco  
Business Associate Agreement**

immediately of any breaches of the confidentiality of the PHI, to the extent it has knowledge of the breach.

**c. Prohibited Uses and Disclosures.** BA will not use, access, or disclose PHI other than as permitted or required by the Agreement, this BAA, and under the Privacy Rule, or as required by law. BA shall not directly or indirectly receive remuneration in exchange for PHI, except with the prior written consent of CE and as permitted under 42 U.S.C. §17935(d)(2), and, 45 CFR §164.502(a)(5)(ii); however, this prohibition shall not affect payment by CE to BA for services provided under the Agreement.

**d. Appropriate Safeguards.** BA will use appropriate safeguards to protect the confidentiality, integrity and availability of PHI that it creates, receives, maintains, or transmits on behalf of the CE, and 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 under the Security Rule, including, but not limited to, 45 CFR §§164.306, 164.308, 164.310, 164.312, 164.314 164.316, and 164.504(e)(2)(ii)(B). BA will comply with the policies and procedures and documentation requirements of the Security Rule, including, but not limited to, 45 CFR §164.316, and 42 U.S.C. §17931. BA is responsible for any civil penalties assessed due to an audit or investigation of BA, in accordance with 42 U.S.C. §17934(c).

**e. Agreements with Subcontractors and Agents.** BA will ensure that any of its agents and subcontractors that have access to, or which create, receive, maintain or transmit PHI for or 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.c. above (see 45 CFR §§164.504(e)(2) through (e)(5), and 164.308(b)]. BA must mitigate the effects of any such violation.

**f. Accounting of Disclosures.** BA will document any disclosures of PHI made by it to account for such disclosures as required by 45 CFR §164.528(a). BA will also make available information related to such disclosures as would be required for CE to respond to a request for an accounting of disclosures in accordance with 45 CFR §164.528. At a minimum, BA will furnish CE the following with respect to any covered disclosures by BA: (i) the date of disclosure of PHI; (ii) the name of the entity or person who received PHI, and, if known, the address of such entity or person; (iii) a brief description of the PHI disclosed; and (iv) a brief statement of the purpose of the disclosure which includes the basis for such disclosure.

i. BA will furnish to CE information collected in accordance with this Section 2(e), within ten business days after written request by CE, to permit CE to make an accounting of disclosures as required by 45 CFR §164.528, or in the event that CE elects to provide an individual with a list of its business associates, BA will provide an accounting of its disclosures of PHI upon request of the individual, if and to the extent that such accounting is required under the HITECH Act or under HHS regulations adopted in connection with the HITECH Act.

ii. In the event an individual delivers the initial request for an accounting directly to BA, BA will forward such request to Covered Entity within ten (10) business days of receipt.

**g. Access to PHI by Individuals.** Upon request, BA agrees to provide CE copies of the PHI maintained by BA in a Designated Record Set in the time and manner designated by CE to enable CE to respond to an individual's request for access to PHI under 45 CFR §164.524. In the event any individual or personal representative requests access to the individual's PHI directly from BA, BA will forward that request to CE within ten (10) business days. Any disclosure of, or decision not to disclose, the PHI requested by an individual or a personal representative and compliance with the requirements applicable to an individual's right to obtain access to PHI shall be the sole responsibility of CE.

**h. Amendment of PHI.** Upon request and instruction from CE, BA will amend PHI or a record about an individual in a Designated Record Set that is maintained by, or otherwise within the

**City and County of San Francisco**  
**Business Associate Agreement**

possession of, BA as directed by CE in accordance with procedures established by 45 CFR §164.526. Any request by CE to amend such information will be completed by BA within fifteen (15) business days of CE's request. If an individual request an amendment of PHI directly from BA or its agents or subcontractors, BA must forward any such request to CE within ten (10) business days. Any amendment of, or decision not to amend, the PHI or record as requested by an individual and compliance with the requirements applicable to an individual's right to request an amendment of PHI will be the sole responsibility of CE.

**i. Governmental Access to Records.** BA shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to the Secretary of the U.S. Department of Health and Human Services (the "Secretary") for purposes of determining CE's or BA's compliance with HIPAA and this BAA.

**j. Minimum Necessary.** BA, its agents and subcontractors shall request, use, access, and disclose only the minimum amount of PHI necessary to accomplish the intended purpose of such use, access, or disclosure, or request. (see 42 U.S.C. Section 17935(b) and 45 CFR §164.514(d)].

**k. Data Ownership.** BA acknowledges that BA has no ownership rights with respect to the Protected Information provided by CE to BA or created, received, maintained or transmitted by BA or BA's agents or subcontractors under the Agreement, including any and all forms thereof.

**I. Notification of Suspected or Actual Breach.** BA shall notify CE within five (5) calendar days of any breach of PHI; any use or disclosure of PHI not permitted by the Agreement or this BAA; any Security Incident (except as otherwise provided below) related to PHI, 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 PHI 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 prompt corrective action to cure any deficiencies and 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)]

**i. Unsuccessful Security Incident Attempts:** The Parties acknowledge and agree that this Section constitutes notification by BA to CE of the ongoing existence and occurrence of attempted Security Incidents that do not result in and/or that BA does not anticipate will result in unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system (including, for example, pings on BA's firewall, port scans, attempts to log onto a system or enter a database with an invalid password or username, denial-of-service attacks that do not result in the system being taken off-line, or malware such as worms or viruses). Unless requested by CE, no further notification of unsuccessful Security Incident attempts is required.

**ii. Successful Security Incident Attempts:** BA must notify the City within five (5) calendar days of any Security Incident attempt that results in, or that BA anticipates may result in, unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system (such as continuous and/or persistent Security Incident attempts or a suspicious pattern of Security Incident attempts).

**iii. Written Request for Security Incident Report:** Upon CE's request, BA must provide CE a written Security Incident Report that: (a) identifies the categories of Security Incident

**City and County of San Francisco**  
**Business Associate Agreement**

attempts; (b) indicates whether BA believes its current defensive security measures are adequate to address Security Incidents, given the scope and nature of such attempts; and (c) if the security measures are not adequate, the measures BA will implement to address security inadequacies.

**m. 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 Agreement 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.

**n. Audits, Inspection and Enforcement.** Within ten (10) calendar days of a request by CE, BA will provide CE with a copy of its most recent independent HIPAA compliance report (AT-C 315), HITRUST certification or other similar mutually agreed upon independent standards-based third-party audit report. CE agrees not to re-disclose BA's audit report. If BA does not have such a report, BA will allow CE or its agents or subcontractors to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of Protected Information pursuant to this BAA for the purpose of determining whether BA has complied with this BAA or maintains adequate security safeguards. BA shall notify CE within five (5) business days of learning that BA has become the subject of an audit, compliance review, or complaint investigation by the Office for Civil Rights or other state or federal data privacy or security-enforcement government entity.

**3. Termination.**

**a. Material Breach.** A breach by BA, or BA's agent or subcontractor, of any obligations under 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 CFR §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 BA has been joined.

**c. Effect of Termination.** Upon termination of the Agreement and this BAA for any reason, BA shall, at the option of CE, return or destroy all PHI that BA and its agents and subcontractors still maintain in any form, and shall retain no copies of such PHI. 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. §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.

City and County of San Francisco  
Business Associate Agreement

**d. Civil and Criminal Penalties.** BA understands and agrees that it is subject to civil or criminal penalties applicable to BA for unauthorized use, access or disclosure of PHI in accordance with the HIPAA Regulations and the HITECH Act including, 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) calendar days written notice in the event (i) BA does not promptly enter into negotiations to amend the Agreement or this BAA when requested by CE pursuant to this section or (ii) BA does not enter into an amendment to the Agreement or this BAA providing assurances regarding the safeguarding of PHI that CE, in its sole discretion, deems sufficient to satisfy the standards and requirements of applicable laws.

**5. Litigation or Administrative Proceedings.**

BA shall notify CE within forty-eight (48) hours of any litigation or administrative proceedings commenced against BA or its agents or subcontractors. In addition, BA shall make itself, and any subcontractors, employees and agents assisting BA in the performance of its obligations under the Agreement or this BAA, available to CE, at no cost to CE, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against CE, its directors, officers or employees based upon a claimed violation of HIPAA, the HITECH Act, the HIPAA regulations, or other state or federal laws relating to security and privacy, except where BA or its subcontractor, employee or agent is a named adverse party.

**6. No Third-Party Beneficiaries.**

Nothing express or implied in the Agreement or this BAA is intended to confer, nor shall anything herein confer, upon any person other than CE, BA and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

**7. Interpretation.**

The provisions of this BAA shall prevail over any provisions in the Agreement that may conflict or appear inconsistent with any provision in this BAA. This BAA and the Agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, the HIPAA regulations, and other state and federal laws related to security and privacy of health information. The parties agree that any ambiguity in the terms of this BAA shall be resolved in favor of a meaning that complies and is consistent with HIPAA, the HITECH Act, the HIPAA regulations, and other state and federal laws related to security and privacy of health information.