

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

First Amendment

THIS **FIRST** AMENDMENT (“Amendment”) is made as of November 1st, 2025, in San Francisco, California, by and between HealthRight 360 (“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 contract term, increase the contract amount, and update standard contractual clause; and

WHEREAS, Department is authorized under Administrative Code Section 21A.4 to procure from Service Providers (as that term is defined in Section 21A.4(a)(6)) directly, without the approval of the Purchaser and without adhering to the requirements of Section 21.1 or Chapter 14B of the Administrative Code, or any other applicable competitive procurement requirement; and

WHEREAS, this Amendment is consistent with an approval obtained on 09/06/2024 from the Department of Human Resources on behalf of the Civil Service Commission under PSC number DHRPSC0004810 which authorizes the award of multiple agreements, the total value of which cannot exceed 367,880,000.00 and the individual duration of which cannot exceed 12 years; and

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

WHEREAS, the Department has filed Ethics Form 126f4 (Notification of Contract Approval) because this Agreement, as amended herein, has a value of \$100,000 or more in a fiscal year and will require the approval of [an elected officer of the City, a board on which an elected officer of the City serves, a state agency on whose board an elected officer of the City’s appointee serves, and/or 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 07/01/2024 between Contractor and City.

1.2 **San Francisco Labor and Employment Code.** As of January 4, 2024, San Francisco Administrative Code Chapters 21C (Miscellaneous Prevailing Wage Requirements), 12B (Nondiscrimination in Contracts), 12C (Nondiscrimination in Property Contracts), 12K (Salary History), 12P (Minimum Compensation), 12Q (Health Care Accountability), 12T (City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions), and 12U (Sweatfree

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

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

Article 2 Modifications of Scope to the Agreement

The Agreement is hereby modified as follows:

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

2.1 Term. The term of this Agreement shall commence on 07/01/2024 and expire on 06/30/2026, 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 07/01/2024 and expire on 06/30/2028, unless earlier terminated as otherwise provided herein.

2.3 **Financial Matters.** Section 3.3.1 Calculation of Charges and Contract Not to Exceed Amount. of the Original Agreement currently read as follows:

3.3.1 The amount of this Agreement shall not exceed Nine Million Nine Hundred Sixty-Five Thousand Three Hundred Forty-Seven Dollars (\$9,965,347). 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.

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

3.3.1 The amount of this Agreement shall not exceed **Thirty-Eight Million Five Hundred Sixty-Six Thousand Two Hundred Nineteen Dollars (\$38,566,219)**. 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.

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

2.5 **Appendix A-1.** Appendix A-1 is hereby replaced in its entirety by Appendix A-1, attached to this Amendment and fully incorporated within the Agreement. To the extent the Agreement refers to

Appendix A-1 in any place, the true meaning shall be Appendix A-1, which is a correct and updated version.

2.6 **Appendix A-2.** Appendix A-2 is hereby replaced in its entirety by Appendix A-2, attached to this Amendment and fully incorporated within the Agreement. To the extent the Agreement refers to Appendix A-2 in any place, the true meaning shall be Appendix A-2, which is a correct and updated version.

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

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

2.6 **Appendix B-2.** Appendix B-2 is hereby replaced in its entirety by Appendix B-2, attached to this Amendment and fully incorporated within the Agreement. To the extent the Agreement refers to Appendix B-2 in any place, the true meaning shall be Appendix B-2, which is a correct and updated version.

2.7 **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.

2.7 2.8 **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 HealthRight 360, 1563 Mission Street, San Francisco, CA 94103.

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 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: _____
Arnulfo Medina
Deputy City Attorney

CONTRACTOR
HealthRight 360

Vitka Eisen
Chief Executive Officer

Supplier ID: 0000018936

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 – HR360 Medical Detox

Appendix A-2 Acceptance Place

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

1. Identifiers:

Program Name: HR360 Medical Detox
Program Address: 815 Buena Vista West
City, State, Zip Code: San Francisco, CA 94117
Telephone: (415) 554-1450
Website Address: www.healthright360.org
Program Codes: 3806RWM

Contractor Address, City, State, ZIP:
1563 Mission St., San Francisco, CA 94103
contracts@healthright360.org

Program Director: Shawnté Alexander, Vice President of NorCal Behavioral Health
Telephone: (415) 535-8873
Email Address: salexander@healthright360.org

2. Nature of Document:

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

3. Goal Statement:

To reduce the impact of substance use disorders and addiction on the target population by successfully implementing the described interventions.

4. Priority Population:

The target population served by HR360 Joe Healy Adult Withdrawal Management is adults with (poly)substance use disorders (SUD) who live in San Francisco. Their primary substances used are alcohol, heroin, crack, cocaine, amphetamines, and barbiturates. HR360 serves clients from all racial and cultural backgrounds and from all economic classes, although the majority of clients are underserved.

- SF Residents
- Medi-CAL eligible SUD clients
- Persons using multiple substances
- Unhoused
- Intravenous Drug Users (IDU)

Specialized expertise working with the following populations: San Francisco General Hospital (SFGH) / WHITS/ Transgender / Populations benefiting from specialized services include but is not limited to women; people mental illness (co-occurring dx); HIV positive individuals; people experiencing homelessness; gay, lesbian, bisexual, queer and transgender persons; and individuals involved in the criminal justice system.

HR360 acknowledges that the City and County of San Francisco is committed to providing culturally relevant services to SF residents, regardless of sex, gender, or sexuality. HR360's Joe Healy Adult Withdrawal Management program has experience and expertise providing services designed to meet the unique cultural and community needs of gay, lesbian, bisexual, queer and transgender persons. HR360's Joe Healy Adult Withdrawal Management program will continue to outreach to and serve these communities, but no one who otherwise qualifies for services under this Agreement, will be turned away due to their sex, gender, or sexuality.

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

Units of Service (UOS) Description (add more rows if needed)	Units of Service (UOS)	Unduplicated Clients (UDC)
ODS-109: ODS Withdrawal Management 3.2– Per Day 28 beds x 365 days (7/1/23-6/30/24) * 65% utilization	6,643	316
ODS-58: ODS Res Tx Room & Board Only – Per Day 28 beds x 365 days (7/1/23-6/30/24) * 65% utilization	6,643	316
Total UOS Delivered	6,643	
Total UDC Served		316

6. Methodology:

HR360's Withdrawal Management Programs provide integrated substance use disorder and mental health treatment in a safe, recovery-oriented environment. Each participant's treatment experience is unique, as services are assessment-driven, strength-based, and participant-centered.

- A. Outreach, recruitment, promotion, and advertisement:** HR360 is well established within the San Francisco community, the criminal justice system, homeless shelters, medical providers, and other substance use treatment programs. We maintain a network with community providers and agencies, virtually participate in community meetings and service provider groups, as well as public health meetings, to recruit, promote, outreach and increase referrals to our programs. In addition, we distribute brochures and publications about our programs to interested parties through HR360's website at www.healthright360.org. Word of mouth and self-referrals also serve as sources for referrals, and our outreach team includes staff who go out into the community to actively engage individuals in care.
- B. Admissions and Intake:** Admission is open to all adult San Francisco residents with a Substance Use Disorder (SUD) as defined by ASAM criteria. The person served may access HR360 services through a referral phone call, appointment, or walk-in at the Intake Department at 1563 Mission Street or through TAP (County Central Intake Program) at 1380 Howard Street. Intake orientations happen Monday through Friday for anyone in the community to come and be assessed for placement in any of our modalities. We also get referrals from SF County jails, SF Superior Court system, and other case management groups throughout San Francisco.

ASAM Level of Care (LOC) Placement Authorizations are processed within 72 hours.

- 1) A client is scheduled for their 3.2 LOC on day 1. They meet with a Licensed Practitioner of the Healing Arts (LPHA) for about an hour. The LPHA completes the level of care recommendation in the county EHR, Avatar, and submits it to the County. This is processed on the same day of the scheduled appointment.
- 2) The County has 24 hours to respond.

- 3) When LOC results are received (approved or denied) from the County, participants that have been approved can be admitted into a residential treatment program on that day, or are scheduled to enter when a bed is available, within two weeks of the approved LOC.

Medi-CAL eligible paperwork is gathered along with a series of additional assessments as indicated by their presentation and the information collected. These may include a legal assessment to clarify issues related to the criminal justice system, and screenings and assessments with medical and mental health staff. A psychologist screens participants presenting with mental health and co-occurring disorders to assess risk factors, provide diagnosis, and ensures that participants are placed in the appropriate treatment setting. The initial screening with a psychologist can also result in a recommendation for a medication evaluation with a HR360 psychiatrist.

If a participant is identified as inappropriate for the program, they will be provided referrals to other service providers, including TAP, based on a list of community resources provided at the Intake Department.

C. Program Service Delivery Model:

I. Withdrawal Management Services

HR360 shall provide Level 3.2 Withdrawal Management Services as part of the ODS implementation in the first year of this Agreement. The adult withdrawal management programs are short term programs that must be authorized by the County.

Each participant's length of stay in treatment and individualized treatment plan is determined by their assessment that establishes individual, clinical priorities as well as ASAM risk levels.

Withdrawal Management (detoxification) Services are available at this facility for up to 5-7 days.

Services provided in a 24- hour facility where participants reside

ASAM designations:

815 Buena Vista West

3.2 Withdrawal Management Services

- ASAM Level 3.2 shall provide residential supervised withdrawal services for beneficiaries who need residential care.

- D. Discharge Planning and Exit Criteria and Process:** Successful completion of program consists of completing the treatment plan. Discharge-Transition Plan is signed. Those who complete the program have stabilized their lives and have moved on to residential treatment or safe housing within the community. Unsuccessful completion includes those who left without consent or notification of the program staff, asked to leave treatment based upon a decision made by members of the staff for major rules infractions (violence, threats, and repeated drug use). Upon discharge, participants are offered

referral information. A discharge summary is completed which includes an evaluation of the treatment process & progress and plans for reentry into community.

E. Program Staffing: See salaries & benefits detail page in Appendix B.

F. Vouchers: N/A

7. Objectives and Measurements:

All objectives, and descriptions of how objectives will be measured, are contained in the BHS document entitled Adult and Older Adult Performance Objectives FY 25-26.

8. Continuous Quality Improvement:

1. Achievement of contract performance objectives and productivity;

HealthRIGHT 360 is committed to maintaining careful quality control procedures and, therefore, maintains a robust Quality Control Plan in order to ensure that the agency is both achieving our targeted objectives while participants also achieve positive outcomes. To measure and monitor our own performance, HealthRIGHT 360 has implemented a number of procedures and systems that work together to collect, store, report, analyze, and monitor data so that participant outcomes can be evaluated relative to internal and external performance goals. These systems also identify areas in need of improvement and enable fast and effective responses. HealthRIGHT 360 executive staff preside over a network of committees that ensure agency-wide adherence to the Quality Control Plan.

2. Quality of documentation, including a description of the frequency and scope of internal chart audits;

QRR Process: HealthRIGHT 360 requires all program supervisors to audit at least 10% of their files each month for conformance to contract requirements and agency standards. Program supervisors receive a randomly generated list of participant names to review using an audit tool tailored to the specifics of their program. Program supervisors are encouraged to use the tool to audit additional files to ensure maximum conformance with program requirements. A corrective action plan must be completed for all deficiencies identified. Completed audit forms are submitted monthly to the Compliance Manager who reviews the forms for accuracy and determines training needs based on patterns of deficiencies.

Additional File Review: In addition to reviewing 10% of the case files monthly as a component of the Quality Record Review Process, a Program Supervisor must review each file when a participant discharges from the program, and conduct targeted reviews of files for any staff member whose performance standards are in question. In the event that a pattern of deficiencies is identified, the Program Supervisor will work with the Vice President of Corporate Compliance to determine and implement a corrective action plan which can include all-staff training workshops, individual staff supervision and one-on-one training, and/or

performance management strategies (performance improvement plans or disciplinary actions) involving the Director of Human Resources.

DMC Chart Audit & Review (DMC programs only)

Daily Audits

- All New Admits *Intake/Admission Audit Tool* for a description of listed items checked daily
- Compliance Coordinator Check
Goal: Minimum 100% of active participants per program

Weekly Audits

- Assessment & Diagnosis – audit tools on file
Goal: Minimum 20% of active participants per program
- Individual Counseling Session Progress Notes -audit tools on file
Goal: Minimum of 10% active participants per program
- Group Notes
Goal: Minimum 10% of active participants per program
- Staff Credential Checks in Welligent

Monthly Audits

- Discharge Charts
Goal: 100% of participants per program -audit tools on file
- Group Sign-In Sheets Check
Goal: Minimum of 10% of active participants per program

3. Cultural competency of staff and services;

HealthRIGHT 360 is committed to being culturally and linguistically competent by ensuring that staff has the capacity to function effectively as treatment providers within the context of the cultural beliefs, behaviors, and needs presented by the consumers of our services and their communities. This capacity is achieved through ongoing assessment activities, staff training, and maintaining a staff that is demographically compatible with consumers and that possesses empathic experience and language capability.

4. Satisfaction with services; and

Satisfaction surveys are distributed annually (agency wide) to gather feedback from our participants on how we are doing and areas for improvement. We utilize this information in developing goals for strategic planning in our Steering Committee. We also administer Satisfaction Surveys for most CBHS contracts annually as required by CBHS.

5. Timely completion and use of outcome data, including, but not limited to CalOMS (Substance Use Disorder Treatment Programs only).

To measure and monitor our own performance, HealthRIGHT 360 has implemented a number of procedures and systems that work together to collect, store, report, analyze, and monitor data so that participant outcomes can be evaluated relative to internal and external performance goals. This infrastructure supports the overall processes that guide timely completion of CalOMS for our SUD Programs. These systems also identify areas in need of improvement and enable fast and effective responses.

9. Required Language:

The program will comply with daily bed count reporting as requested by the county.

1. Identifiers:

Program Name: HR360 Acceptance Place Men's Adult Residential Tx

Program Address: 890 Hayes St, San Francisco, CA 94117

Telephone: (415) 701-5100

Website Address: www.healthright360.org

Contractor Address, City, State, ZIP:

1563 Mission St, 4th Floor, San Francisco, CA 94103

contracts@healthright360.org

Program Director: Shawnté Alexander, Vice President of NorCal Behavioral Health

Telephone: (415) 535-8873

Email Address: salexander@healthright360.org

2. Nature of Document:

Original

☒ Contract Amendment

☐ Revision to Program Budgets (RPB)

3. Goal Statement:

To reduce the impact of substance use disorder and addiction on the target population by successfully implementing the described interventions.

4. Priority Population:

The target population served by HR360 Acceptance Place Adult Residential is gay or bisexual men with (poly)substance use disorders (SUD) who live in San Francisco. Their primary drugs of abuse are heroin, crack, alcohol, cocaine, amphetamines, and barbiturates. HR360 welcomes and serves clients from all racial and cultural backgrounds and from all economic classes, although the majority of clients are indigent.

- SF Residents
- Medi-CAL eligible SUD clients
- Persons using multiple substances
- Unhoused
- Intravenous Drug Users (IDU)

Specialized served populations include but not limited to: the mentally ill (co-occurring dx); HIV positive individuals; homeless persons; gay and bisexual men; and individuals involved in the criminal justice system.

Services are available to all San Franciscans but are designed to meet the needs of the communities most disproportionately impacted by HIV, including—but not limited to—men who have sex with men (MSM). The program will provide equitable access to culturally responsive services in both community and medical settings.

HR360 acknowledges that the City and County of San Francisco is committed to providing culturally relevant services to SF residents, regardless of sex, gender, or sexuality. HR360's Acceptance Place Adult Residential program has experience and expertise providing services designed to meet the unique cultural and community needs of gay and bisexual persons. HR360's Acceptance Place Adult Residential program will continue to outreach to and serve these communities, but no one who otherwise qualifies for services under this Agreement, will be turned away due to their sex, gender, or sexuality.

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

Units of Service (UOS) Description (add more rows if needed)	Units of Service (UOS)	Unduplicated Clients (UDC)
ODS-112: ODS Residential (Drug-Medi-Cal) 3.1 – Per Day 10 beds x 365 days (7/1/23-6/30/24)	2,920	34
ODS-113: ODS Residential (Drug-Medi-Cal) 3.3 – Per Day 10 beds x 365 days		
ODS-114: ODS Residential (Drug-Medi-Cal) 3.5 – Per Day 10 beds x 365 days		
ODS-58: ODS Residential Treatment Services - Room & Board Only– Per Day 10 beds x 365 days (7/1/23-6/30/24)	2,920	
Total UOS Delivered	2,920	
Total UDC Served		34

6. Methodology:

HR360's Acceptance Place Residential Substance Use Treatment Disorder Programs provide integrated substance use disorder and mental health treatment in a safe environment tailored to serve gay and bisexual men who are recovering from chemical dependency. Each participant's treatment experience is unique, as services are assessment-driven, strength-based, and participant-centered.

- A. Outreach, recruitment, promotion, and advertisement:** HR360 is well established within the San Francisco community, the criminal justice system, homeless shelters, medical providers, and other substance use treatment programs. We maintain a network with community providers and agencies, virtually participate in community meetings and service provider groups, as well as public health meetings, to recruit, promote, outreach and increase referrals to our programs. In addition, we distribute brochures and publications about our programs to interested parties through HR360's website at www.healthright360.org. Word of mouth and self-referrals also serves as sources for referrals, and our outreach team goes out into the community to actively engage individuals in care.
- B. Admissions and Intake:** Admission is open to all adult gay or bisexual men who are San Francisco residents with a Substance Use Disorder (SUD) as defined by ASAM criteria. The person served may access HR360 services through a referral phone call, appointment, or walk-in at the Intake Department at 1563 Mission Street or through TAP (County Central Intake Program) at 1380 Howard Street. Intake orientations happen Monday through Friday for anyone in the community to come and be assessed for placement in any of our modalities. We also get referrals from SF County jails, SF Superior Court system, and other case management groups throughout San Francisco.

ASAM Level of Care (LOC) Placement Authorizations are processed within 72 hours.

- 1) A client is scheduled for their LOC on day 1. They meet with a Licensed Practitioner of the Healing Arts (LPHA) for about an hour. The LPHA completes the level of care recommendation in the county EHR, Avatar, and submits it to the County. This is processed on the same day of the scheduled appointment.
- 2) The County has 24 hours to respond.
- 3) When LOC results are received (approved or denied) from the County, clients that have been approved can be admitted into a residential treatment program on that day, or are scheduled to enter when a bed is available, within two weeks of the approved LOC.

Medi-CAL eligible paperwork is gathered along with a series of additional assessments as indicated by their presentation and the information collected. These may include a legal assessment to clarify

issues related to the criminal justice system, and screenings and assessments with medical and mental health staff. A psychologist screens participant presenting with mental health and co-occurring disorders to assess risk factors, provide diagnosis, and ensure that the participant is placed in the appropriate treatment setting. The initial screening with a psychologist can also result in a recommendation for a medication evaluation with a HR360 psychiatrist.

If a client is identified as inappropriate for the program, they will be provided referrals to other service providers, including TAP, based on a list of community resources provided at Intake Department.

C. Program Service Delivery Model:

I. Residential Treatment Services

HR360 shall provide Levels 3.1, 3.3, and 3.5 of Residential Services as part of the ODS implementation in the first-year of this Agreement. The adult residential programs are short term residential programs that provide stays from 30 to 90 days of residential services that must be authorized by the County.

Each client's length of stay in treatment and individualized treatment plan is determined by their assessment that establishes individual, clinical priorities as well as ASAM risk levels.

Services provided in a 24- hour facility where clients reside

ASAM designations:

890 Hayes St

3.1 Low intensity services

- a) ASAM Level 3.1 Residential Services shall include a 24-hour structure with available trained personnel, at least 5 hours of clinical services per week, and prepare beneficiaries for outpatient treatment.
- b) Service components:
 - i. Intake;
 - ii. Individual & Group Counseling;
 - iii. Patient Education;
 - iv. Family Therapy;
 - v. Safeguarding Medications;
 - vi. Collateral Services;
 - vii. Crisis Intervention Services;
 - viii. Treatment Planning;
 - ix. Transportation Services (to/from medically necessary treatment); and
 - x. Discharge Services.

3.3 Population specific High intensity

- c) ASAM Level 3.3. Residential Services shall include 24-hour care with trained counselors to stabilize multidimensional imminent danger and less intense milieu and group treatment for those with cognitive or other impairments unable to use full active milieu or therapeutic community and prepare for outpatient treatment.

d) Service components:

- i. Intake;
- ii. Individual & Group Counseling;
- iii. Patient Education;
- iv. Family Therapy;
- v. Safeguarding Medications;
- vi. Collateral Services;
- vii. Crisis Intervention Services;
- viii. Treatment Planning;
- ix. Transportation Services (to/from medically necessary treatment); and
- x. Discharge Services.

3.5 High intensity services

e) ASAM Level 3.5 Residential Services shall include 24-hour care with trained counselors to stabilize multidimensional imminent danger and prepare for outpatient treatment and be able to tolerate and use the full milieu of therapeutic community.

f) Service components:

- i. Intake;
- ii. Individual & Group Counseling;
- iii. Patient Education;
- iv. Family Therapy;
- v. Safeguarding Medications;
- vi. Collateral Services;
- vii. Crisis Intervention Services;
- viii. Treatment Planning;
- ix. Transportation Services (to/from medically necessary treatment); and
- x. Discharge Services.

Once onsite at their assigned location, the client immediately enters orientation which includes:

- Introduction to staff and peers;
- Within 3 days, designation of primary AOD Counselor; orientation to program including common problems of communal living are also explained (i.e. dining times; hygiene times; infection control, Evacuation plan, Safety Drills etc.);
- “ABC” handbook which outlines program expectations, guidelines, norms, regulations, and rules;
- Transition-Discharge Plan – self assessment of needs, life problems, and areas for improvement.

II. Case Management

HR360 shall provide case management services to all clients in residential treatment. Case management services shall assist clients in accessing needed medical, educational, social, prevocational, rehabilitative, or other community services and shall focus on the coordination of SUD care, integration around primary care and interaction with the criminal justice system if needed.

• Service components:

- Comprehensive assessment and periodic reassessment of individual needs for continuation of case management;
- Transition to a higher or lower level of SUD care;

- Development and periodic revision of a client's plan that includes service activities;
- Communication, coordination, referral and related activities;
- Monitoring service delivery to ensure client's access to service and service delivery system;
- Monitoring client's progress; and
- Patient advocacy, linkages to physical and mental health care, transportation, and retention in primary care services.

LPHAs and/or primary counselors shall provide case management services.

HR360's case management model utilizes a collaborative team-based approach to assessment, planning, facilitation, care coordination, evaluation and advocacy for options and services to meet a client's comprehensive health and behavioral health needs. This case management model is strengths-based and includes regular team communication, trust and respect among team members for the role each is trained to play in beneficiary wellness and recovery, including peer support staff, and access to resources and supports needed to promote positive beneficiary outcomes and high quality, cost effective services. This shall include access to needed medical, educational, social, prevocational, vocational, rehabilitative, and other community services.

HR360's strength-based case management model tailors case management services to the client's needs, and client-driven goals resulting in client buy-in.

Case management services are undertaken by the certified substance use counselor or LPHA (Licensed Practitioner of the Healing Arts) in cooperation with the treatment team.

Case management services shall be provided in full compliance with all client confidentiality requirements under federal and state law.

III. Physician Consultation

In addition to the general physician consultation requirements, HR360 will comply with the following Contractor-specific physician consultation requirements:

- 1) The DMC physician-to-specialist consultation shall be provided by network physicians, with addiction medicine physicians, addiction psychiatrists, addiction specialist Nurse Practitioners (NPs), or specialist clinical pharmacists to support SUD treatment plans for beneficiaries with complex needs.
- 2) The DMC physician consultation services shall include:
 - a) medication selection;
 - b) dosing;
 - c) side effect management;
 - d) adherence;
 - e) drug-drug interactions; and
 - f) level of care considerations.

3) The DMC physician consultation with the Medical Director shall be available by phone and email during clinic hours of operation.

4) HR360 shall make the number to a pharmacy ‘drug information phone line’ available to the clients, and this line (located at DPH’s Howard Street Pharmacy) shall be staffed by clinical pharmacists with an SUD specialization.

IV. Recovery Services

In addition to the general recovery services requirements, HR360 will comply with the following specific recovery services requirements:

1) Community-based recovery and wellness services shall be provided face-to-face, by telephone, or by ‘telehealth’ with the client to support transfers/transitions. Recovery services shall be provided to beneficiaries whether they are triggered, have relapsed, or as a preventative measure to prevent relapse.

2) Service Components:

- a) Individual and Group Outpatient Counseling to stabilize beneficiaries and reassess if further care is needed;
- b) Recovery Monitoring: recovery coaching, monitoring via telephone or internet;
- c) Substance Use Disorder Assistance: peer-to-peer services and relapse prevention;
- d) Education and Job Skills: linkages to life skills, employment services, job training and education services;
- e) Family Support: linkages to childcare, parent education, child development support services, and family/marriage education;
- f) Support Groups: linkages to self-help and support, and spiritual and faith-based support; and
- g) Ancillary Services: linkages to housing assistance, transportation, case management, and individual services coordination.

3) HR360 shall make relapse prevention counseling available to all beneficiaries through SUD treatment providers.

4) HR360 shall provide system-wide training on the Wellness & Recovery Model including appropriate recovery monitoring in primary care and provide consultation services to SUD providers through the Wellness and Recovery Coordinator’s Office.

5) Coordination and expansion of peer services and training is being developed as part of the workforce development during the DMC-ODS expansion.

D. Discharge Planning and Exit Criteria and Process: Successful completion of program consists of completing the treatment plan. Discharge-Transition Plan is signed. Those who complete the program have stabilized their lives and have moved on to safe housing within the community. Unsuccessful completion includes those who left without consent or notification of the program staff, asked to leave treatment based upon a decision made by members of the staff for major rules infractions (violence, threats, and repeated drug use). Upon discharge, clients are offered referral

information. A discharge summary is completed which includes an evaluation of the treatment process & progress and plans for reentry into community.

E. Program Staffing: See salaries & benefits detail page in Appendix B.

F. Vouchers: N/A

7. Objectives and Measurements:

All objectives, and descriptions of how objectives will be measured, are contained in the BHS document entitled Adult and Older Adult Performance Objectives FY 25-26.

8. Continuous Quality Improvement:

1. Achievement of contract performance objectives and productivity;

HealthRIGHT 360 is committed to maintaining careful quality control procedures and, therefore maintains a robust Quality Control Plan in order to ensure that the agency is both achieving our targeted objectives while participants also achieve positive outcomes. To measure and monitor our own performance, HealthRIGHT 360 has implemented a number of procedures and systems that work together to collect, store, report, analyze, and monitor data so that participant outcomes can be evaluated relative to internal and external performance goals. These systems also identify areas in need of improvement and enable fast and effective responses. HealthRIGHT 360 executive staff preside over a network of committees that ensure agency-wide adherence to the Quality Control Plan.

2. Quality of documentation, including a description of the frequency and scope of internal chart audits;

QRR Process: HealthRIGHT 360 requires all program supervisors to audit at least 10% of their files each month for conformance to contract requirements and agency standards. Program supervisors receive a randomly generated list of client names to review using an audit tool tailored to the specifics of their program. Program supervisors are encouraged to use the tool to audit additional files to ensure maximum conformance with program requirements. A corrective action plan must be completed for all deficiencies identified. Completed audit forms are submitted monthly to the Compliance Manager who reviews the forms for accuracy and determines training needs based on patterns of deficiencies.

Additional File Review: In addition to reviewing 10% of the case files monthly as a component of the Quality Record Review Process, a Program Supervisor must review each file when a client discharges from the program, and conduct targeted reviews of files for any staff member whose performance standards are in question. In the event that a pattern of deficiencies is identified, the Program Supervisor will work with the Vice President of Corporate Compliance to determine and implement a corrective action plan which can include all-staff training workshops, individual staff supervision and one-on-one training, and/or performance management strategies (performance improvement plans or disciplinary actions) involving the Director of Human Resources.

DMC Chart Audit & Review (DMC programs only)**Daily Audits**

- All New Admits *Intake/Admission Audit Tool for a description of listed items checked daily*
- Clinician Follow-up Check
Goal: Minimum 100% of active clients per program

Weekly Audits

- Assessment & Treatment Plans – audit tools on file
Goal: Minimum 20% of active clients per program
- Individual Counseling Session Progress Notes -audit tools on file
Goal: Minimum of 10% active clients per program
- Group Notes
Goal: Minimum 10% of active clients per program
- Weekly Summary Note Requirements for RTX Clients- audit tools on file
Goal: Minimum 10% of active clients per program
- Staff Credential Checks in Welligent

Monthly Audits

- Discharge Charts
Goal: 100% of clients per program -audit tools on file
- Group Sign-In Sheets Check
Goal: Minimum of 10% of active clients per program

3. Cultural competency of staff and services;

HealthRIGHT 360 is committed to being culturally and linguistically competent by ensuring that staff has the capacity to function effectively as treatment providers within the context of the cultural beliefs, behaviors, and needs presented by the consumers of our services and their communities. This capacity is achieved through ongoing assessment activities, staff training, and maintaining a staff that is demographically compatible with consumers and that possesses empathic experience and language capability. Acceptance Place staff specialize in working with gay and bisexual men in order to provide compassionate, comprehensive, and high-quality care in an effort to mitigate health disparities faced by this population.

4. Satisfaction with services; and

Satisfaction surveys are distributed annually (agency wide) to recruit feedback from our participants on how we are doing and for areas of improvement. We utilize this information in developing goals for strategic planning in our Steering Committee. We also administer Satisfaction Surveys for most CBHS contracts annually as required by CBHS.

5. Timely completion and use of outcome data, including, but not limited to CalOMS (Substance Use Disorder Treatment Programs only).

To measure and monitor our own performance, HealthRIGHT 360 has implemented a number of procedures and systems that work together to collect, store, report, analyze, and monitor data so that participant outcomes can be evaluated relative to internal and external performance

goals. This infrastructure supports the overall processes that guide timely completion of the CalOMS for our SUD Programs. These systems also identify areas in need of improvement and enable fast and effective responses.

9. Required Language:

The program will comply with daily bed count reporting as requested by the county.

Appendix B

Calculation of Charges

1. Method of Payment

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

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

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

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

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

B. Final Closing Invoice

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

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

(2) For contracted services reimbursable by Cost Reimbursement:

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

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

2. Program Budgets and Final Invoice

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

Appendix B-1 HR360 Medical Detox

Appendix B-2 Acceptance Place

B. CONTRACTOR understands that, of this maximum dollar obligation listed in section 3.3.1 of this Agreement, **\$3,385,808** is included as a contingency amount and is neither to be used in Program Budgets attached to this Appendix, or available to Contractor without a modification to this Agreement as specified in Section 3.7 Contract Amendments; Budgeting Revisions. Contractor further understands that no payment of any portion of this contingency amount will be made unless and until such modification or budget revision has been fully approved and executed in accordance with applicable City and Department of Public Health laws, regulations and policies/procedures and certification as to the availability of funds by Controller. Contractor agrees to fully comply with these laws, regulations, and policies/procedures.

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

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

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

(1). Estimated Funding Allocations

Contract Term	Estimated Funding Allocation
July 1, 2024 to June 30, 2025	\$6,965,347
July 1, 2025 to June 30, 2026	\$7,030,000
July 1, 2026 to June 30, 2027	\$10,435,037
July 1, 2027 to June 30, 2028	\$10,750,028
Subtotal	\$35,180,412

Contingency @ 12% (July 1, 2025 to June 30, 2028)	\$3,385,808
Total Revised Not-to-Exceed Amount	\$38,566,219

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.

6. Monthly Financial Statements, Notification of Proposed Mergers and Notification of Intent to Sell or Lease 890 Hayes Street and/or 214 Haight Street.

In consideration of City's subordination of CONTRACTOR'S Seismic and Safety Loan Program liens on 890 Hayes Street and 214 Haight Street, in 2016, and as a material term of this Agreement, CONTRACTOR shall:

A. Comply with all CITY's asset management and reporting requirements, including, but not limited to, providing SFDPH with monthly financial statements to the Chief Financial Officer located at 101 Grove, Room 308, San Francisco, CA 94110.

B. Provide written notification to SFDPH of any proposed merger negotiations, and obtain City approval of any such proposed merger negotiations prior to executing any documents regarding an intent to enter into merger negotiations or an intent to merge. SFDPH shall respond within 30 days from the date that CONTRACTOR provides a merger plan to SFDPH.

C. Provide written notification to SFDPH and the Mayor's Office of Housing and Community Development no less than one hundred twenty (120) days prior to any intent to sell or lease CONTRACTOR's properties located at 890 Hayes Street and/or 214 Haight Street, and obtain City's prior written approval of any sale or lease of such properties, which shall not be unreasonably withheld, conditioned, or delayed. Within 30

days of executing this Agreement, CONTRACTOR shall record a notice, substantially in a form acceptable to the City, against the properties located at 890 Hayes Street and/or 214 Haight Street setting forth City's rights and CONTRACTOR's obligations set forth in this Section 6(C).

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

DHCS Legal Entity Number <u>HealthRIGHT 360</u>							Appendix B, Page 1
Legal Entity Name/Contractor Name <u>383806</u>							Fiscal Year <u>2025-2026</u>
Contract ID Number <u>1000032807</u>							Funding Notification Date <u>10/27/25</u>
Appendix Number	B-1	B-2	B-#	B-#	B-#	B-#	
Provider Number	383806	383834					
Program Name	Medically Managed Detox	Acceptance Place					
Program Code	3806MDX	3834AP					
Funding Term	7/1/25-6/30/26	7/1/25-6/30/26					
FUNDING USES							TOTAL
Salaries	\$ 3,211,326	\$ 785,775					\$ 3,997,101
Employee Benefits	\$ 1,027,624	\$ 251,451					\$ 1,279,075
Subtotal Salaries & Employee Benefits	\$ 4,238,950	\$ 1,037,226	\$ -	\$ -	\$ -	\$ -	\$ 5,276,176
Operating Expenses	\$ 642,339	\$ 194,540					\$ 836,879
Subtotal Direct Expenses	\$ 4,881,289	\$ 1,231,766	\$ -	\$ -	\$ -	\$ -	\$ 6,113,055
Indirect Expenses	\$ 732,182	\$ 184,763					\$ 916,945
Indirect %	15.0%	15.0%	0.0%	0.0%	0.0%	0.0%	15.0%
TOTAL FUNDING USES	\$ 5,613,472	\$ 1,416,529	\$ -	\$ -	\$ -	\$ -	\$ 7,030,001
					Employee Benefits Rate		32.0%
BHS SUD FUNDING SOURCES							
SUD Fed SABG Discretionary, CFDA 93.959	\$ 500,000						\$ 500,000
SUD Fed DMC FFP, CFDA 93.778	\$ 651,736						\$ 651,736
SUD State General Fund (ODS Waiver)	\$ 350,935						\$ 350,935
SUD County General Fund	\$ 3,753,657	\$ 1,416,529					\$ 5,170,186
SUD County General Fund (Match for SABG)	\$ 357,143						\$ 357,143
							\$ -
TOTAL BHS SUD FUNDING SOURCES	\$ 5,613,471	\$ 1,416,529	\$ -	\$ -	\$ -	\$ -	\$ 7,030,000
TOTAL DPH FUNDING SOURCES	\$ 5,613,471	\$ 1,416,529	\$ -	\$ -	\$ -	\$ -	\$ 7,030,000
TOTAL FUNDING SOURCES (DPH AND NON-DPH)	\$ 5,613,471	\$ 1,416,529	\$ -	\$ -	\$ -	\$ -	\$ 7,030,000
Prepared By <u>Tony Duong, CFO</u>							Phone Number <u>415-725-2807</u>

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

DHCS Legal Entity Number 00348
 Provider Name HealthRIGHT 360
 Provider Number 383806
 Contract ID Number 1000032807

Appendix Number B-1
 Page Number 2
 Fiscal Year 2025-2026
 Funding Notification Date 12/10/24

Program Name	HR360 - Medical Detox							
Program Code	3806MDX	3806MDX	3806RWUBM	3806RWUBM				
Mode (MH) or Modality (SUD)	ODS-109	Res-58	ODS-91	ODS-91				
Service Description	ODS Withdrawal Management 3.2	ODS Room & Board	Treatment (OT) - (Licensed Physician)	Treatment (OT) - AOD Counselor				
Funding Term (mm/dd/yy-mm/dd/yy):	7/1/25-6/30/26	7/1/25-6/30/26	7/1/25-6/30/26	7/1/25-6/30/26				
FUNDING USES								TOTAL
Salaries & Employee Benefits	\$ 3,370,971	\$ 351,602	\$ 403,722	\$ 112,655	\$ -	\$ -	\$ -	\$ 4,238,950
Operating Expenses	\$ 454,870	\$ 187,468	\$ -		\$ -	\$ -	\$ -	\$ 642,338
Capital Expenses								\$ -
Subtotal Direct Expenses	\$ 3,825,841	\$ 539,070	\$ 403,722	\$ 112,655	\$ -	\$ -	\$ -	\$ 4,881,288
Indirect Expenses	\$ 573,867	\$ 80,856	\$ 60,561	\$ 16,898	\$ -	\$ -	\$ -	\$ 732,182
Indirect %	15.0%	15.0%	15.0%	15.0%	0.0%	0.0%	0.0%	15.0%
TOTAL FUNDING USES	\$ 4,399,709	\$ 619,926	\$ 464,283	\$ 129,553	\$ -	\$ -	\$ -	\$ 5,613,471
BHS SUD FUNDING SOURCES								
SUD Fed SABG Discretionary, CFDA 93.959		\$ 500,000						\$ 500,000
SUD Fed DMC FFP, CFDA 93.778	\$ 651,736							\$ 651,736
SUD State General Fund (ODS Waiver)	\$ 350,935							\$ 350,935
SUD County General Fund	\$ 3,039,896	\$ 119,926	\$ 464,283	\$ 129,553				\$ 3,753,657
SUD County General Fund (Match for SABG)	\$ 357,143							\$ 357,143
								\$ -
								\$ -
TOTAL BHS MENTAL HEALTH FUNDING SOURCES	\$ 4,399,709	\$ 619,926	\$ 464,283	\$ 129,553	\$ -	\$ -	\$ -	\$ 5,613,471
TOTAL DPH FUNDING SOURCES	\$ 4,399,709	\$ 619,926	\$ 464,283	\$ 129,553	\$ -	\$ -	\$ -	\$ 5,613,471
TOTAL FUNDING SOURCES (DPH AND NON-DPH)	4,399,709	619,926	464,283	129,553	-	-	-	5,613,471
BHS UNITS OF SERVICE AND UNIT COST								
Number of Beds Purchased	20.00							
Payment Method	Fee-For-Service (FFS)	Fee-For-Service (FFS)	Fee-For-Service (FFS)	Fee-For-Service (FFS)				
Unduplicated Clients (UDC)								
DPH Units of Service	7,273	7,273	1,258	1,626				
Unit Type	bed days	bed days	15 min	15 min				
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only)	\$ 604.96	\$ 85.24	\$ 369.10	\$ 79.68	\$ -	\$ -	\$ -	Total UDC
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)	\$ 604.96	\$ 85.24	\$ 369.10	\$ 79.68	\$ -	\$ -	\$ -	0.00

Appendix B - DPH 3: Salaries & Employee Benefits Detail

Contract ID Number 1000032807
 Program Name HR360 - Medical Detox
 Program Code 3806MDX

Appendix Number B-1
 Page Number 3
 Fiscal Year 2025-2026
 Funding Notification Date 10/27/25

SUD Fed SABG Discretionary

Position Title (List all staffing including intern/trainee staff who are not part of budget but contributing to units of service)	Practioner Type (Select Non Billing provider if the position is not expected to bill this period)	TOTAL		ODS Withdrawal Management 3.2		ODS Room and Board Residential Treatment (SABG Funding)		Outpatient (Licensed Physician)		Outpatient (AOD Counselor)		ODS Room and Board GF		Dept-Auth-Proj-Activity		Dept-Auth-Proj-Activity	
Funding Term		7/1/25-6/30/26		7/1/25-6/30/26		7/1/25-6/30/26		7/1/25-6/30/26		(mm/dd/yy-mm/dd/yy):		(mm/dd/yy-mm/dd/yy):		(mm/dd/yy-mm/dd/yy):		(mm/dd/yy-mm/dd/yy):	
Position Title	Practitioner Type (Select from Drop Down)	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries
Program Director	Non Billing Staffing	0.37	\$ 46,400.00	0.37	46,400	0.00	-										
RN Director	Non Billing Staffing	0.20	\$ 135,000.00	0.20	135,000	0.00	-										
RN Manager	Non Billing Staffing	1.00	\$ 125,000.00	1.00	125,000	0.00	-										
Supervisor	Non Billing Staffing	1.40	\$ 119,970.00	1.40	119,970	0.00	-										
Medical Director	Licensed Physician	1.00	\$ 305,850.00			0.00	-	1.00	305,850								
Medication CM	Certified AOD Counselor	1.30	\$ 85,345.00			0.00	-			1.30	\$ 85,345						
Detox LVN/LPHA	LVN	10.00	\$ 840,000.00	10.00	840,000	0.00	-										
Detox SUD Counselor	Certified AOD Counselor	6.29	\$ 412,825.00	6.29	412,825	0.00	-										
Detox CSN	Non Billing Staffing	1.40	\$ 91,740.00	1.40	91,740	0.00	-										
Detox Jantior	Non Billing Staffing	1.00	\$ 50,000.00	0.00	-	1.00	50,000										
Patient Safety Navigator	Non Billing Staffing	5.29	\$ 282,805.00	5.29	282,805	0.00	-										
Waystation CM	Non Billing Staffing	2.00	\$ 134,000.00	2.00	134,000	0.00	-										
Quality Assurance	Non Billing Staffing	0.36	\$ 23,509.00	0.36	23,509	0.00	-										
Quality Improvement	Non Billing Staffing	0.36	\$ 23,509.00	0.36	23,509	0.00	-										
Food Service	Non Billing Staffing	2.00	\$ 106,365.00	0.00	-	2.00	106,365										
Intake RN	Non Billing Staffing	1.83	\$ 202,758.00	1.83	202,758	0.00	-										
Intake AOD	Certified AOD Counselor	0.55	\$ 36,328.00	0.55	36,328	0.00	-										
Intake LPHA	LPHA (MFT, LCSW, LPCC) Intern or Waivered LPHA (MFT, LC	0.52	\$ 44,642.00	0.52	44,642	0.00	-										
Driver	Non Billing Staffing	2.00	\$ 110,000.00			2.00	110,000										
Managing Director Residential	Non Billing Staffing	0.25	\$ 35,280.00	0.25	35,280	0.00	-										
			\$ -														
Totals:		39.10	\$ 3,211,326.00	31.80	\$ 2,553,766.00	5.00	\$ 266,365.00	1.00	\$ 305,850.00	1.30	\$ 85,345.00	0.00	\$ -	0.00	\$ -	0.00	\$ -
Employee Benefits:		32.00%	\$ 1,027,624.00	32.00%	\$ 817,205.00	32.00%	\$ 85,237.00	32.00%	\$ 97,872.00	32.00%	\$ 27,310.00	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -
TOTAL SALARIES & BENEFITS			\$ 4,238,950.00		\$ 3,370,971.00		\$ 351,602.00		\$ 403,722.00		\$ 112,655.00		\$ -		\$ -		\$ -

Appendix B - DPH 4: Operating Expenses Detail

Contract ID Number 1000032807
 Program Name HR360 - Medical Detox
 Program Code 3806MDX

Appendix Number B-1
 Page Number 3
 Fiscal Year 2025-2026
 Funding Notification Date 10/27/25

SUD Fed SABG Discretionary

Expense Categories & Line Items	TOTAL	ODS Withdrawal Management 3.2	ODS Room and Board Residential Treatment	Outpatient (Licensed Physician)	ODS Room and Board GF			
Funding Term	7/1/25-6/30/26	7/1/25-6/30/26	7/1/25-6/30/26	7/1/25-6/30/26	7/1/25-6/30/2026			
Rent	\$ 85,294.00	\$ 77,534.00	\$ 7,760.00					
Utilities (telephone, electricity, water, gas)	\$ 104,226.00	\$ 43,597.00	\$ 50,879.52		\$ 9,749.48			
Building Repair/Maintenance	\$ 78,645.00	\$ 71,529.35	\$ 7,115.65					
Occupancy Total:	\$ 268,165.00	\$ 192,660.00	\$ 65,755.00	\$ -	\$ 9,749.00	\$ -	\$ -	\$ -
Office Supplies	\$ 13,294.00	\$ 13,294.00						
Photocopying	\$ -	\$ -						
Program Supplies	\$ 43,658.00	\$ 43,658.00						
Computer Hardware/Software	\$ -	\$ -						
Materials & Supplies Total:	\$ 56,952.00	\$ 56,952.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Training/Staff Development	\$ -							
Insurance	\$ 23,100.00	\$ 20,860.00	\$ 2,240.00					
Professional License	\$ -	\$ -						
Permits	\$ 50,708.00	\$ 50,708.00						
Equipment Lease & Maintenance	\$ 40,730.00	\$ 40,730.00						
General Operating Total:	\$ 114,538.00	\$ 112,298.00	\$ 2,240.00	\$ -	\$ -	\$ -	\$ -	\$ -
Facility Depreciation	\$ 103,570.00	\$ 92,960.00	\$ 10,610.00					
Client Healthcare Related/Transportation	\$ 4,580.00		\$ 4,580.00					
Food	\$ 94,534.00				\$ 94,534.00			
Other Total:	\$ 202,684.00	\$ 92,960.00	\$ 15,190.00	\$ -	\$ 94,534.00	\$ -	\$ -	\$ -
TOTAL OPERATING EXPENSE	\$ 642,339.00	\$ 454,870.00	\$ 83,185.00	\$ -	\$ 104,283.00	\$ -	\$ -	\$ -

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

DHCS Legal Entity Number 00348

Provider Name HealthRIGHT 360

Provider Number 383806

Contract ID Number 1000032807

Appendix Number B-2

Page Number 1

Fiscal Year 2025-2026

Funding Notification Date 12/10/24

Program Name	HR360 - Acceptance Place					
Program Code	3834AP	3834AP	3834AP	383APUB	383APUB	
Mode (MH) or Modality (SUD)	ODS-112	ODS-114	Res-58	ODS-91	ODS-91	
Service Description	ODS Residential 3.1	ODS Residential 3.5	ODS Room & Board	ODS Outpatient Treatment (OT) - (LPHA)	ODS Outpatient Treatment (OT) - (AOD Counselor)	
Funding Term (mm/dd/yy-mm/dd/yy):	7/1/25-6/30/26	7/1/25-6/30/26	7/1/25-6/30/26	7/1/25-6/30/26	7/1/25-6/30/26	
FUNDING USES						TOTAL
Salaries & Employee Benefits	\$ 503,750	\$ 228,843	\$ 232,877	\$ 35,878	\$ 35,878	\$ 1,037,226
Operating Expenses	\$ 84,898	\$ 46,152	\$ 63,490			\$ 194,540
Capital Expenses						\$ -
Subtotal Direct Expenses	\$ 588,648	\$ 274,995	\$ 296,367	\$ 35,878	\$ 35,878	\$ 1,231,766
Indirect Expenses	\$ 88,289	\$ 41,254	\$ 44,450	\$ 5,385	\$ 5,385	\$ 184,763
Indirect %	15.0%	15.0%	15.0%	15.0%	15.0%	15.0%
TOTAL FUNDING USES	\$ 676,937	\$ 316,249	\$ 340,817	\$ 41,263	\$ 41,263	\$ 1,416,529
BHS SUD FUNDING SOURCES						
SUD County General Fund	\$ 338,469	\$ 158,125	\$ 340,817	\$ 20,632	\$ 20,632	\$ 878,673
SUD Fed DMC FFP, CFDA 93.778	\$ 220,005	\$ 102,781	\$ -	\$ 13,410	\$ 13,410	\$ 349,606
SUD State General Fund (ODS Waiver)	\$ 118,464	\$ 55,344	\$ -	\$ 7,221	\$ 7,221	\$ 188,250
						\$ -
This row left blank for funding sources not in drop-down list						\$ -
TOTAL BHS SUD FUNDING SOURCES	\$ 676,937	\$ 316,249	\$ 340,817	\$ 41,263	\$ 41,263	\$ 1,416,529
TOTAL DPH FUNDING SOURCES	\$ 676,937	\$ 316,249	\$ 340,817	\$ 41,263	\$ 41,263	\$ 1,416,529
TOTAL FUNDING SOURCES (DPH AND NON-DPH)	676,937	316,249	340,817	41,263	41,263	1,416,529
BHS UNITS OF SERVICE AND UNIT COST						
Number of Beds Purchased	6	4	10			
Payment Method	Fee-For-Service (FFS)	Fee-For-Service (FFS)	Fee-For-Service (FFS)	Fee-For-Service (FFS)	Fee-For-Service (FFS)	
Unduplicated Clients (UDC)						
DPH Units of Service	2,725	1,273	3,998	430	518	
Unit Type	Bed Day	Bed Day	Bed Day	15 Min	15 Min	
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only)	\$ 248.40	\$ 248.40	\$ 85.24	\$ 96.06	\$ 79.68	Total UDC
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)	\$ 248.40	\$ 248.40	\$ 85.24	\$ 96.06	\$ 79.68	34.00

Contract ID Number 1000032807
 Program Name Acceptance Place
 Program Code 3834AP

Appendix Number B-2
 Page Number 2
 Fiscal Year 2025-2026
 Funding Notification Date 10/27/25

Position Title (List all staffing including intern/trainee staff who are not part of budget but contributing to units of service)	Practioner Type (Select Non Billing provider if the position is not expected to bill this period)	TOTAL		ODS Residential 3.1		ODS Residential 3.5		ODS Room and Board Residential Treatment		ODS Outpatient Treatment (OT) - (LPHA)		ODS Outpatient Treatment (OT) - (AOD Counselor)		Dept-Auth-Proj-Activity	
Funding Term		7/1/25-6/30/26		7/1/25-6/30/26		7/1/25-6/30/26		7/1/25-6/30/26		7/1/25-6/30/26		7/1/25-6/30/26		(mm/dd/yy-mm/dd/yy):	
Position Title	Practioner Type (Select from Drop Down)	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries
Program Manager	Non Billing Staffing	1.00	\$ 101,710	0.54	54,490	0.36	36,320	0.10	\$ 10,900.00						
Supervisor	Non Billing Staffing	1.00	\$ 89,655	0.42	37,490	0.28	\$ 24,985			0.30	\$ 27,180.00				
Care Coordinator	Certified AOD Counselor	6.00	\$ 396,380	3.36	221,520	1.01	\$ 66,633	1.23	\$ 81,047.00			0.40	\$ 27,180.00		
Patient Safety Navigator	Non Billing Staffing	2.00	\$ 120,370	0.90	54,930	0.60	\$ 36,625	0.50	\$ 28,815.00						
Program Director	Non Billing Staffing	0.20	\$ 22,000	0.12	13,200	0.08	\$ 8,800								
Food Service	Non Billing Staffing	1.00	\$ 55,660	0.00	-			1.00	\$ 55,660.00						
		0.00	\$ -												
Totals:		11.20	\$ 785,775	5.34	\$ 381,630.00	2.33	\$ 173,362.77	2.83	\$ 176,422.00	0.30	\$ 27,180.00	0.40	\$ 27,180.00	0.00	\$ -
Employee Benefits:		32.00%	\$ 251,451	32.00%	\$ 122,120.00	32.00%	\$ 55,480.00	32.00%	\$ 56,455.00	#####	\$ 8,698.00	32.00%	\$ 8,698.00	0.00%	
TOTAL SALARIES & BENEFITS			\$ 1,037,226.00		\$ 503,750.00		\$ 228,843.00		\$ 232,877.00		\$ 35,878.00		\$ 35,878.00		\$ -

Appendix B - DPH 4: Operating Expenses Detail

Contract ID Number	1000032807	Appendix Number	B-2
Program Name	Acceptance Place	Page Number	3
Program Code	3834AP	Fiscal Year	2025-2026
		Funding Notification Date	10/27/25

Expense Categories & Line Items	TOTAL	ODS Residential 3.1	ODS Residential 3.5	ODS Room and Board Residential Treatment	ODS Outpatient Treatment (OT) - (LPHA)	ODS Outpatient Treatment (OT) - (AOD Counselor)	Dept-Auth-Proj-Activity
Funding Term	7/1/25-6/30/26	7/1/25-6/30/26	7/1/25-6/30/26	7/1/25-6/30/26	7/1/25-6/30/26	7/1/25-6/30/26	(mm/dd/yy-mm/dd/yy):
Rent	\$ 10,990.00	\$ 6,594.00	\$ 4,396.00				
Utilities (telephone, electricity, water, gas)	\$ 46,910.00	\$ 31,280.00	\$ 15,630.00				
Building Repair/Maintenance	\$ 46,860.00	\$ 31,250.00	\$ 15,610.00				
Occupancy Total:	\$ 104,760.00	\$ 69,124.00	\$ 35,636.00	\$ -	\$ -	\$ -	\$ -
Office Supplies	\$ 540.00	\$ 324.00	\$ 216.00				
Photocopying	\$ -	\$ -	\$ -				
Program Supplies	\$ 2,000.00	\$ 1,200.00	\$ 800.00				
Computer Hardware/Software	\$ -						
Materials & Supplies Total:	\$ 2,540.00	\$ 1,524.00	\$ 1,016.00	\$ -	\$ -	\$ -	\$ -
Training/Staff Development	\$ -						
Insurance	\$ 3,200.00	\$ 1,920.00	\$ 1,280.00				
Professional License	\$ -	\$ -	\$ -				
Permits	\$ 2,200.00	\$ 1,320.00	\$ 880.00				
Equipment Lease & Maintenance	\$ 1,850.00	\$ 1,110.00	\$ 740.00				
General Operating Total:	\$ 7,250.00	\$ 4,350.00	\$ 2,900.00	\$ -	\$ -	\$ -	\$ -
Facility Depreciation	\$ 16,500.00	\$ 9,900.00	\$ 6,600.00				
Client Healthcare Related/Transportation	\$ 6,490.00			\$ 6,490.00			
Food	\$ 57,000.00			\$ 57,000.00			
Other Total:	\$ 79,990.00	\$ 9,900.00	\$ 6,600.00	\$ 63,490.00	\$ -	\$ -	\$ -
TOTAL OPERATING EXPENSE	\$ 194,540.00	\$ 84,898.00	\$ 46,152.00	\$ 63,490.00	\$ -	\$ -	\$ -

Appendix B - DPH 6: Contract-Wide Indirect Detail

Contractor Name	HealthRIGHT 360	Page Number	6
Contract ID Number	1000032807	Fiscal Year	2025-2026
		Funding Notification Date	10/27/25

1. SALARIES & EMPLOYEE BENEFITS

Position Title	FTE	Amount
Chief Executive Officer	0.05	21,560.26
Chief Financial Officer	0.05	18,613.16
Chief Information Officer	0.05	18,613.16
Chief Operating Officer	0.05	18,613.16
VP of Quality and Compliance	0.10	12,518.11
Deputy Compliance Officer	0.05	10,979.97
Research and Evaluation Director	0.14	11,073.83
Workforce Development Director	0.02	1,533.10
Controller	0.17	24,890.89
Contracts Manager	0.14	17,129.52
Budget Manager	0.10	8,497.14
Fiscal Projects Director	0.08	13,175.15
Budget/Fiscal Analyst	0.14	12,585.73
Payroll Manager	0.12	16,208.04
Budget Coordinator	0.12	10,979.97
General Ledger Accountant	0.02	2,350.62
Accounts Payable	0.28	20,283.52
Billing Specialist	0.28	20,283.52
Billing Assistant	0.28	20,283.52
Human Resources Director	0.06	7,551.44
Human Resources Analyst	1.01	85,090.47
Human Resources Coordinator	0.13	8,879.65
Electronic Medical Records Manager	0.12	10,871.98
EMR OPs Software Development Director	0.16	19,764.75
EMR Training and Data Analyst	0.08	6,100.09
Client Programmer II	0.05	3,673.78
IT Manager - Data Control	0.16	11,762.16
Senior IT Systems Analyst	0.09	7,025.61
IT Analyst	0.14	10,648.92
PC Support Analyst	0.14	10,648.92
IT Specialist - Data Specialist	0.10	7,983.41
IT Specialist - Data Entry	0.09	7,257.74
IT Specialist - Data Control	0.09	7,257.74
IT Data Analyst	0.03	2,664.50
Donations Manager	0.14	12,078.07
Travel Coordinator	0.06	5,880.07
Administrative Assistant	0.08	5,621.70
Procurement Manager	0.15	10,979.97
Driver/Procurement Assistant	0.02	1,346.38
Facility Operations Director	0.01	1,059.75
Transportation and Facility Manager	0.01	663.10
Maintenance Staff	0.02	1,611.82
Subtotal:	5.19	\$ 526,594.00
Employee Benefits:	32.0%	\$ 168,510.00
Total Salaries and Employee Benefits:		\$ 695,104.00

2. OPERATING COSTS

Expenses (Use expense account name in the ledger.)	Amount
Rent	\$ 68,893.53
Utilities (Telephone, Electricity, Water, Gas)	\$ 24,693.07
Building Repair/Maintenance	\$ 2,074.07
Office Supplies	\$ 16,890.32
Insurance	\$ 42,227.36
Training/Staff Development	\$ 4,073.46
Staff Travel (Local & Out of Town)	\$ 16,382.65
Rental of Equipment	\$ 6,171.75
Payroll Service	\$ 7,356.65
IT Licenses	\$ 22,983.35
Program Licenses	\$ 10,093.81
	\$ -
Total Operating Costs	\$ 221,840.00
Total Indirect Costs	\$ 916,944.00

Contractor / Provider		Provider Name				HealthRIGHT 360				Contract ID				383806					
Total Funding Amount / Fiscal Year		Funding Amount				\$ 7,030,001				Fiscal Year				2025-2026					
Address / Phone																			
Contact Person																			
Program Name																			
Appendix Number		B-1								B-2				A-# / B-#					
Program/ Appendix Funding Amount		\$5,613,471								\$1,416,529				Program/ Appendix Funding Amount					
Funding Term		2025-2026								2025-2026				Funding Term					
				UOS		UDC				UOS		UDC				UOS		UDC	
Name of Mode (MH) or Modality (SUD)		ODS-109						Name of Mode (MH) or Modality (SUD)						Name of Mode (MH) or Modality (SUD)					
Write UOS formula calculation		17.22 beds x 365 days (7/1/25-6/30/26) * 85% utilization						10 Beds x 365 days (7/1/24-6/30/25) * 90% utilization						Write UOS formula calculation					
Name of Mode (MH) or Modality (SUD)		ODS-109						Name of Mode (MH) or Modality (SUD)						Name of Mode (MH) or Modality (SUD)					
Write UOS formula calculation		2.03 beds x 365 days (7/1/25-6/30/26) * 85% utilization												Write UOS formula calculation					
Name of Mode (MH) or Modality (SUD)		ODS Room & Board, Residential Treatment						Name of Mode (MH) or Modality (SUD)						Name of Mode (MH) or Modality (SUD)					
Write UOS formula calculation		19.25 beds x 365 days (7/1/25-6/30/26) * 85% utilization						Write UOS formula calculation						Write UOS formula calculation					
Name of Mode (MH) or Modality (SUD)		0						Name of Mode (MH) or Modality (SUD)						Name of Mode (MH) or Modality (SUD)					
Write UOS formula calculation		Write UOS formula calculation						Write UOS formula calculation						Write UOS formula calculation					
Name of Mode (MH) or Modality (SUD)		0						Name of Mode (MH) or Modality (SUD)						Name of Mode (MH) or Modality (SUD)					
Write UOS formula calculation		Write UOS formula calculation						Write UOS formula calculation						Write UOS formula calculation					
Program Name																			
Appendix Number		A-# / B-#								A-# / B-#				A-# / B-#					
Program/ Appendix Funding Amount		Program/ Appendix Funding Amount								Program/ Appendix Funding Amount				Program/ Appendix Funding Amount					
Funding Term		Funding Term								Funding Term				Funding Term					
				UOS		UDC				UOS		UDC				UOS		UDC	
Name of Mode (MH) or Modality (SUD)		Name of Mode (MH) or Modality (SUD)						Name of Mode (MH) or Modality (SUD)						Name of Mode (MH) or Modality (SUD)					
Write UOS formula calculation		Write UOS formula calculation						Write UOS formula calculation						Write UOS formula calculation					
Name of Mode (MH) or Modality (SUD)		Name of Mode (MH) or Modality (SUD)						Name of Mode (MH) or Modality (SUD)						Name of Mode (MH) or Modality (SUD)					
Write UOS formula calculation		Write UOS formula calculation						Write UOS formula calculation						Write UOS formula calculation					
Name of Mode (MH) or Modality (SUD)		Name of Mode (MH) or Modality (SUD)						Name of Mode (MH) or Modality (SUD)						Name of Mode (MH) or Modality (SUD)					
Write UOS formula calculation		Write UOS formula calculation						Write UOS formula calculation						Write UOS formula calculation					
Name of Mode (MH) or Modality (SUD)		Name of Mode (MH) or Modality (SUD)						Name of Mode (MH) or Modality (SUD)						Name of Mode (MH) or Modality (SUD)					
Write UOS formula calculation		Write UOS formula calculation						Write UOS formula calculation						Write UOS formula calculation					
Name of Mode (MH) or Modality (SUD)		Name of Mode (MH) or Modality (SUD)						Name of Mode (MH) or Modality (SUD)						Name of Mode (MH) or Modality (SUD)					
Write UOS formula calculation		Write UOS formula calculation						Write UOS formula calculation						Write UOS formula calculation					
Program Name																			
Appendix Number		A-# / B-#								A-# / B-#									
Program/ Appendix Funding Amount		Program/ Appendix Funding Amount								Program/ Appendix Funding Amount									
Funding Term		Appendix Term								Appendix Term									
				UOS		UDC				UOS		UDC							
Name of Mode (MH) or Modality (SUD)		Name of Mode (MH) or Modality (SUD)						Name of Mode (MH) or Modality (SUD)											
Write UOS formula calculation		Write UOS formula calculation						Write UOS formula calculation						Write UOS formula calculation					
Name of Mode (MH) or Modality (SUD)		Name of Mode (MH) or Modality (SUD)						Name of Mode (MH) or Modality (SUD)											
Write UOS formula calculation		Write UOS formula calculation						Write UOS formula calculation						Write UOS formula calculation					
Name of Mode (MH) or Modality (SUD)		Name of Mode (MH) or Modality (SUD)						Name of Mode (MH) or Modality (SUD)											
Write UOS formula calculation		Write UOS formula calculation						Write UOS formula calculation						Write UOS formula calculation					
Name of Mode (MH) or Modality (SUD)		Name of Mode (MH) or Modality (SUD)						Name of Mode (MH) or Modality (SUD)											
Write UOS formula calculation		Write UOS formula calculation						Write UOS formula calculation						Write UOS formula calculation					
Name of Mode (MH) or Modality (SUD)		Name of Mode (MH) or Modality (SUD)						Name of Mode (MH) or Modality (SUD)											
Write UOS formula calculation		Write UOS formula calculation						Write UOS formula calculation						Write UOS formula calculation					
Name of Mode (MH) or Modality (SUD)		Name of Mode (MH) or Modality (SUD)						Name of Mode (MH) or Modality (SUD)											
Write UOS formula calculation		Write UOS formula calculation						Write UOS formula calculation						Write UOS formula calculation					
Target Population																			
Description of Services																			

Practitioner Type	Estimated Direct Patient Care (DPC) %
Non Billing Staffing	0%
Licensed Physician	45%
Physician's Assistant	40%
Nurse Practitioner	40%
RN	40%
Clinical Nurse Specialist	40%
Certified AOD Counselor	40%
LVN	40%
Pharmacist	40%
Licensed Psychiatric Technician	40%
Psychologist (Licensed or waived)	40%
LPHA (MFT, LCSW, LPCC)/ Intern or Waivered LPHA (MFT, LCSW, LPCC)	40%
Occupational Therapist	40%
Mental Health Rehab Specialist	36%
Peer Support Specialist	36%
Other Qualified Providers - Other Designated MH Staff that Bill Medi-Cal	40%
Medical Assistant	40%
Clinical Nurse Specialist Clinical Trainee	36%
Clinical Trainee - Licensed Clinical Social Worker (LCSW)	36%
Clinical Trainee - Licensed Marriage and Family Therapist Clinical Trainee	36%
Clinical Trainee - Licensed Occupational Therapist	36%
Clinical Trainee - Licensed Professional Clinical Counselor	36%
Clinical Trainee - Licensed Psychiatric Technician	36%
Clinical Trainee - Licensed Vocational Nurse	36%
Medical Student in Clerkship	36%
Clinical Trainee - Nurse Practitioner	36%
Clinical Trainee - Psychologist	36%
Clinical Trainee- Registered Nurse	36%

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

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Attachment 1 to SAA - System Specific Requirements

TERMS AND CONDITIONS

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

SECTION 1 - “THIRD PARTY” CATEGORIES

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

SECTION 2 - DEFINITIONS

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

SECTION 3 – GENERAL REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 4 – ADDITIONAL REQUIREMENTS FOR TREATMENT PROVIDERS

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

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

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

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

SECTION 5 – ADDITIONAL REQUIREMENTS FOR EDUCATION/TEACHING INSTITUTIONS

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

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

SECTION 6 – ADDITIONAL REQUIREMENTS FOR HEALTH INSURERS

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

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

SECTION 7 - DEPARTMENT’S RIGHTS

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

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

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

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

SECTION 8 - DATA BREACH; LOSS OF CITY DATA.

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

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

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

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

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

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

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

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

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

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

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

A. Department Care Link Requirements:

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

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

B. Department Epic Hyperspace:

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

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

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

A. Department myAvatar

1. Connectivity.

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

2. Information Technology (IT) Support.

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

3. Access Control.

- a. Access to the BHS Electronic Health Record is granted based on clinical and business requirements in accordance with the Behavioral Health Services EHR Access Control Policy (6.00-06). The Access Control Policy is found at:
<https://www.sfdph.org/dph/files/CBHSPolProcMnl/6.00-06.pdf>
- b. Applicants must complete the myAvatar Account Request Form found at
https://www.sfdph.org/dph/files/CBHSDocs/BHISdocs/UserDoc/Avatar_Account_Request_Form.pdf
- c. All licensed, waived, registered and/or certified providers must complete the Department credentialing process in accordance with the DHCS MHSUDS Information Notice #18-019.

I. For Access to Department Epic through OutReach

A. Department OutReach Requirements:

1. Connectivity.

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

2. Compliance with Epic Terms and Conditions

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

3. Epic-Provided Terms and Conditions

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

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

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 HealthRigh360 (“Contractor”), the Business Associate (“BA”), dated 11/01/2025 (the “Agreement”).

RECITALS

A. CE, by and through the San Francisco department of Public Health (“DPH”), 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

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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

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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

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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.

l. 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

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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.

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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.