

File No. 231148

Committee Item No. 14

Board Item No. \_\_\_\_\_

## COMMITTEE/BOARD OF SUPERVISORS

### AGENDA PACKET CONTENTS LIST

Committee: Budget and Finance Committee Date December 6, 2023

Board of Supervisors Meeting Date \_\_\_\_\_

#### Cmte Board

- Motion
- Resolution
- Ordinance
- Legislative Digest
- Budget and Legislative Analyst Report
- Youth Commission Report
- Introduction Form
- Department/Agency Cover Letter and/or Report
- MOU
- Grant Information Form
- Grant Budget
- Subcontract Budget
- Contract/Agreement
- Form 126 – Ethics Commission
- Award Letter
- Application
- Public Correspondence

#### OTHER (Use back side if additional space is needed)

- Executed Agreement 7/1/2017
- Amendment No. 1/1/2022
- DPH Presentation 12/6/2023
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

Completed by: Brent Jalipa Date December 1, 2023

Completed by: Brent Jalipa Date \_\_\_\_\_

1 [Contract Amendment - A Better Way - Mental Health Outpatient Treatment Services and  
2 Optional Specialized Mental Health Treatment Services - Not to Exceed \$13,579,299]

3 **Resolution approving Amendment No. 2 to the Agreement between A Better Way and**  
4 **the Department of Public Health (DPH), for mental health outpatient treatment services**  
5 **and optional specialized mental health treatment services; to increase the agreement**  
6 **by \$3,799,272 for a total amount not to exceed \$13,579,299; to extend the term by three**  
7 **years and six months from December 31, 2023, for a total agreement term of July 1,**  
8 **2017, through June 30, 2027; and to authorize DPH to enter into amendments or**  
9 **modifications to the contract prior to its final execution by all parties that do not**  
10 **materially increase the obligations or liabilities to the City and are necessary to**  
11 **effectuate the purposes of the contract or this Resolution.**

12  
13 WHEREAS, The Department of Public Health (DPH), selected A Better Way through a  
14 Request for Proposals process, RFP 33-2016, issued on November 2, 2016, and RFP 1-  
15 2017, issued on March 7, 2017, to provide mental health outpatient treatment services and  
16 optional specialized mental health treatment services; and

17 WHEREAS, DPH entered into an original agreement with A Better Way on July 1,  
18 2017, with the term of July 1, 2017, through December 31, 2021, in an amount not to exceed  
19 \$9,327,033; and

20 WHEREAS, DPH amended the agreement between DPH and A Better Way on  
21 January 1, 2022, to extend the term for two years from December 31, 2021, through  
22 December 31, 2023, adding \$452,994, for an amount not to exceed \$9,780,027; and

23 WHEREAS, DPH wishes to amend the agreement to continue providing mental health  
24 outpatient treatment services and optional specialized mental health treatment services, by  
25 extending the term by three years and six months, from December 31, 2023, through June 30,



<p><b>Item 14</b> <b>File 23-1148</b></p>	<p><b>Department:</b> Public Health</p>
<p><b>EXECUTIVE SUMMARY</b></p>	
<p style="text-align: center;"><b>Legislative Objectives</b></p> <ul style="list-style-type: none"> <li>• The proposed resolution would approve the second amendment to the Department of Public Health’s contract with A Better Way for the provision of behavioral health outpatient services for children and youth in the foster care system and their families. The proposed amendment would extend the agreement from December 31, 2023 through June 30, 2027, and it would increase the total not-to-exceed amount from \$9,780,027 to \$13,579,299.</li> </ul> <p style="text-align: center;"><b>Key Points</b></p> <ul style="list-style-type: none"> <li>• The scope of work for the proposed amendment includes (1) outpatient behavioral health services to children ages six to 21 and (2) outpatient early childhood behavioral health services for children ages birth to five who have been identified as having or at risk for developing behavioral or emotional disturbances.</li> <li>• According to DPH, the provider had staffing vacancies, unproductive staff, and low referrals from the Human Services Agency, all of which contributed to A Better Way’s not meeting contract objectives in FY 2021-22. Performance monitoring for FY 2022-23 is ongoing however DPH provided invoice data which indicates the early childhood program (ages 0-5) achieved 71 percent of contracted units of service and the outpatient program (ages 6-21) achieved 98 percent of contracted units of service.</li> </ul> <p style="text-align: center;"><b>Fiscal Impact</b></p> <ul style="list-style-type: none"> <li>• Annual program expenses in FY 2023-24 \$1.2 million. Costs are funded by federal (38 percent), state (38 percent) and the General Fund (23 percent).</li> </ul> <p style="text-align: center;"><b>Recommendation</b></p> <ul style="list-style-type: none"> <li>• Approve the proposed resolution.</li> </ul>	

## MANDATE STATEMENT

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

## BACKGROUND

### A Better Way

A Better Way is a not-for-profit organization providing foster care services, parent education programs, mental health services, and parent advocacy programs for children, youth and families at risk of entering or currently in the foster care system in Northern California.

### Solicitations

On March 24, 2017, the Department of Public Health (DPH) issued a Request For Proposals (RFP) #1-2017 seeking multiple vendors to provide mental health outpatient treatment services for children, youth and families. This RFP outlined an agreement with an initial term of 1.5 years, with subsequent extension options for the City up to a maximum term of 10 years.

On November 2, 2016, the Department issued RFP 33-2016 seeking multiple vendors to provide specialty mental health services to children, youth and their families, including Therapeutic Visitation Services (TVS). The RFP outlined an initial agreement of one year with four options to extend, for a maximum term of five years, ending on June 30, 2022. As described below, this service was included in the current agreement but not the proposed extension, because the solicitation authority expired on June 30, 2022.

### Scoring

In response to the 2017 solicitation, A Better Way applied for one category of services, Mental Health Outpatient Treatment Services. It received 208.5 points out of 230 possible points and placed fourth of 18 applicants in the category. Of the 28 total applicants across four types of services, 25 were approved to enter into contractual agreements for these services, pending budget negotiations.

The Mental Health Outpatient Treatment Services review panel consisted of two representatives from the San Francisco Unified School District (SFUSD); one representative each from DPH, the Department of Children, Youth and Their Families, Contra Costa County Health Services; and an independent contractor for the San Francisco Human Services Agency (HSA).

The review process included a review of financial documents and fiscal scoring of the vendor organizations. Five agencies, including A Better Way, were assessed to have a "High Risk" level, indicating that although there were no concerns from financial auditors, the organization was running a deficit and/or had low cash reserves.

In addition, A Better Way was selected to provide Therapeutic Visitation Services based on the organization's proposal in response to the 2016 solicitation. The organization received a score of 179.14 out of 200 points possible and placed fourth out of six applicants in the category. Five out of six applicants were recommended for funding, including A Better Way. Proposals were reviewed by representatives from DPH, the Juvenile Probation Department, the Human Services Agency, SFUSD, and the Department of Children, Youth and Families.

### **Initial Agreement**

On July 1, 2017, DPH entered into an initial contract agreement with A Better Way for a period from July 1, 2017 through December 31, 2021 to provide outpatient behavioral health services to Medi-cal beneficiaries ages birth to 21 and outpatient early childhood behavioral health services for children in foster care ages birth to five, who have been identified as having or at risk for developing behavioral or emotional disturbances as well as Therapeutic Visitation Services to children, youth and families in the foster care system who are pursuing reunification, with a total not-to-exceed amount of \$9,327,033. Because the initial contract agreement amount was lower than \$10 million, the contract did not require approval by the Board of Supervisors.

### **First Amendment**

On January 1, 2022, DPH amended the contract to extend the term for two years from December 31, 2021 to December 31, 2023 and increase the not-to-exceed amount to \$9,780,027. The original two categories of services in the initial agreement, outpatient behavioral health and therapeutic visitation, remained, however therapeutic visitation services ended in this contract effective June 30, 2022. DPH issued a new solicitation (RFP3-2022 Continuum of Care Reform) for providing these services after that date, and a new stand-alone contract to provide these services was awarded to A Better Way.

## **DETAILS OF PROPOSED LEGISLATION**

The proposed resolution would approve the second amendment to the Department of Public Health's contract with A Better Way for the provision of behavioral health outpatient services for children and youth in the foster care system and their families. The proposed amendment would extend the agreement for outpatient services for three and a half years through June 30, 2027, and it would increase the total not-to-exceed amount by \$3,799,272 to a total not-to-exceed amount of \$13,579,299.

### **Services Provided**

The scope of work for the proposed amendment includes (1) outpatient behavioral health services to children ages six to 21 and (2) outpatient early childhood behavioral health services for children ages birth to five who have been identified as having or at risk for developing behavioral or emotional disturbances. Services include comprehensive assessments of clients' mental health needs, individual and family therapy, case management and supportive services such as parent support groups. Clinicians also provide intensive home-based services aimed at improving parenting, social and daily living skills. Clients must be Medi-Cal beneficiaries in San Francisco.

**Performance**FY 2021-22

DPH provided performance monitoring reports for FY 2021-22 for both programs. The early childhood (age 0-5) program was rated received a rating of “1 – unacceptable” (out of a possible 4) due to delivering only 23 percent of contracted units of service, not documenting improvements of client well-being, and not administering client surveys. The outpatient program (ages 6 – 21) was given an overall rating of “3 – meets standards,” but also did not document client progress within specified time periods. According to DPH, the provider had staffing vacancies, unproductive staff, and low referrals from the Human Services Agency, all of which contributed to A Better Way’s performance in FY 2021-22. DPH required A Better Way to provide plans to correct their performance, which they did on November 30, 2023, according to DPH staff.

FY 2022-23

Performance monitoring for FY 2022-23 is ongoing however DPH provided invoice data which indicates the early childhood program (ages 0-5) achieved 71 percent of contracted units of service and the outpatient program (ages 6-21) achieved 98 percent of contracted units of service. DPH performance monitoring will evaluate compliance with other contract objectives, such as the extent to which clients are making progress in their treatment and whether the provider is administering client surveys to assess client satisfaction.

Fiscal Monitoring

DPH completed FY 2022-23 fiscal and compliance monitoring in July 2023 as part of the Citywide non-profit monitoring process; the review found that A Better Way was not in conformance with the standard that “year-to-date net income is either a positive number or the contractor provides a sound explanation of how it will be positive by the end of the fiscal year”. As part of the corrective action plan, the organization was required to explain how it will achieve a positive net income by the end of the fiscal year. As described in DPH’s final fiscal and compliance monitoring letter in August 2023, A Better Way provided a status update that the organization anticipates closing FY 2022-23 at net loss due to low client/trainee numbers, low referrals and understaffing but expects to end FY 2023-24 in the positive due to CalAIM and payments reforms (which allow for cost reimbursement billing rather than fee for service billing, according to DPH staff) and an anticipated increase in referrals.

DPH’s Business Office of Contract Compliance (BOCC) prepared a memo to the Board of Supervisors dated November 16, 2023 that analyzes key financial indicators from June 30, 2015 through June 30, 2022, or an eight-year period, and concludes by stating that A Better Way has overall good financial standing and rated the agency as “low risk”. The memo stated that the organization received funds from the PPP Loan forgiveness program, which increased its operating cash reserve.

**FISCAL IMPACT**

The proposed amendment would increase the not-to-exceed amount of the contract by \$3,799,272 for a total amount not to exceed \$13,579,299. Actual and projected expenditures by year are shown in Exhibit 1 below.

**Exhibit 1: Actual and Projected Contract Expenditures by Year**

<b>Year</b>	<b>Expenditures</b>
FY 2017-18 (Actual) <sup>1</sup>	\$598,011
FY 2018-19 (Actual)	1,378,605
FY 2019-20 (Actual)	1,469,272
FY 2020-21 (Actual)	1,363,964
FY 2021-22 (Actual)	1,563,887
FY 2022-23 (Actual)	1,287,833
<i>Subtotal Actual Expenditures</i>	<i>\$7,661,573</i>
FY 2023-24 (Projected)	1,244,256
FY 2024-25 (Projected)	1,294,025
FY 2025-26 (Projected)	1,345,786
FY 2026-27 (Projected)	1,399,618
<i>Subtotal Projected Expenditures</i>	<i>\$5,283,685</i>
<b>Actual and Projected Expenditures</b>	<b>\$12,945,258</b>
Contingency (12% of Projected Expenditures)	634,042
<b>Total Not-to-Exceed</b>	<b>\$13,579,299</b>

Source: Proposed Amendment No. 2

DPH has projected FY 2023-24 expenses to be \$1,244,255 based on staffing costs, operating costs, and indirect costs, as shown in Exhibit 2 below. According to Appendix B of the proposed amendment, annual spending on outpatient services funds 7.0 FTE, including 6.08 FTE mental health professionals and 0.92 administrative staff. Operating expenses include rent, materials and supplies, training/staff development, local travel and other expenses. Expenditures in future years increase by approximately four percent due to Cost of Doing Business increases. FY 2023-24 expenditures of \$1,244,255 are funded by the Federal government (\$478,350 or 38.4 percent), State sources (\$478,350 or 38.4 percent), and the General Fund (\$287,555 or 23.1).

<sup>1</sup> To prevent an interruption in services during an expected gap between expiring contracts and the start of new agreements reflecting the solicitations noted above, during FY 2017-18 the DPH provided A Better Way and other providers with interim contracts for the 2018 calendar year. When DPH subsequently entered the 2017 agreement with A Better Way on July 1, 2017, this created a six-month overlap period between the interim contract and the new agreement, during which the Department paid A Better Way through the interim contract, resulting in lower spending under the current agreement.



**Exhibit 2: Projected FY 2023-24 Contract Expenditures**

	<b>Outpatient Program</b>	<b>Early Childhood Outpatient Program</b>	<b>Total</b>
Salaries	\$572,841	\$49,409	\$622,250
Benefits	148,939	12,846	161,785
Operating Expenses	274,268	23,657	297,925
<i>Subtotal Direct Expenses</i>	<i>\$996,048</i>	<i>\$85,912</i>	<i>\$1,081,960</i>
Indirect Expenses (15%) <sup>2</sup>	149,407	12,888	162,295
<b>Total</b>	<b>\$1,145,455</b>	<b>\$98,800</b>	<b>\$1,244,255</b>

Source: Appendix B of Proposed Amendment No. 2

**Underspending**

A Better Way had an unspent balance totaling \$2,468,276 from FY 2017-18 to FY 2021-22. According to DPH, the organization was unable to meet the budgeted contract allocation due to underutilization of services caused by the unpredictability of service needs of the highly vulnerable target population, as well as barriers to accessing services, staffing shortages due to the high cost of living in the San Francisco, and a decrease in referrals from the Human Service Agency. According to DPH staff, the reduction in referrals is due to understaffing and turnover within the City and not due to reduced need for services.

**RECOMMENDATION**

Approve the proposed resolution.

<sup>2</sup> Indirect expenses include management and administrative staffing costs and operating costs incurred by the provider that are indirect to the services provided in the contract.

# San Francisco Department of Public Health Division of Behavioral Health Services

## **A Better Way**

Contract Amendment – December 31, 2023, through June 30, 2027

SFBOS Budget & Finance Committee  
December 6, 2023

**Farahnaz Farahmand, Ph.D.**

Director, Children, Youth and Families System of Care  
Behavioral Health Services  
San Francisco Department of Public Health



San Francisco Health Network  
Behavioral Health Services

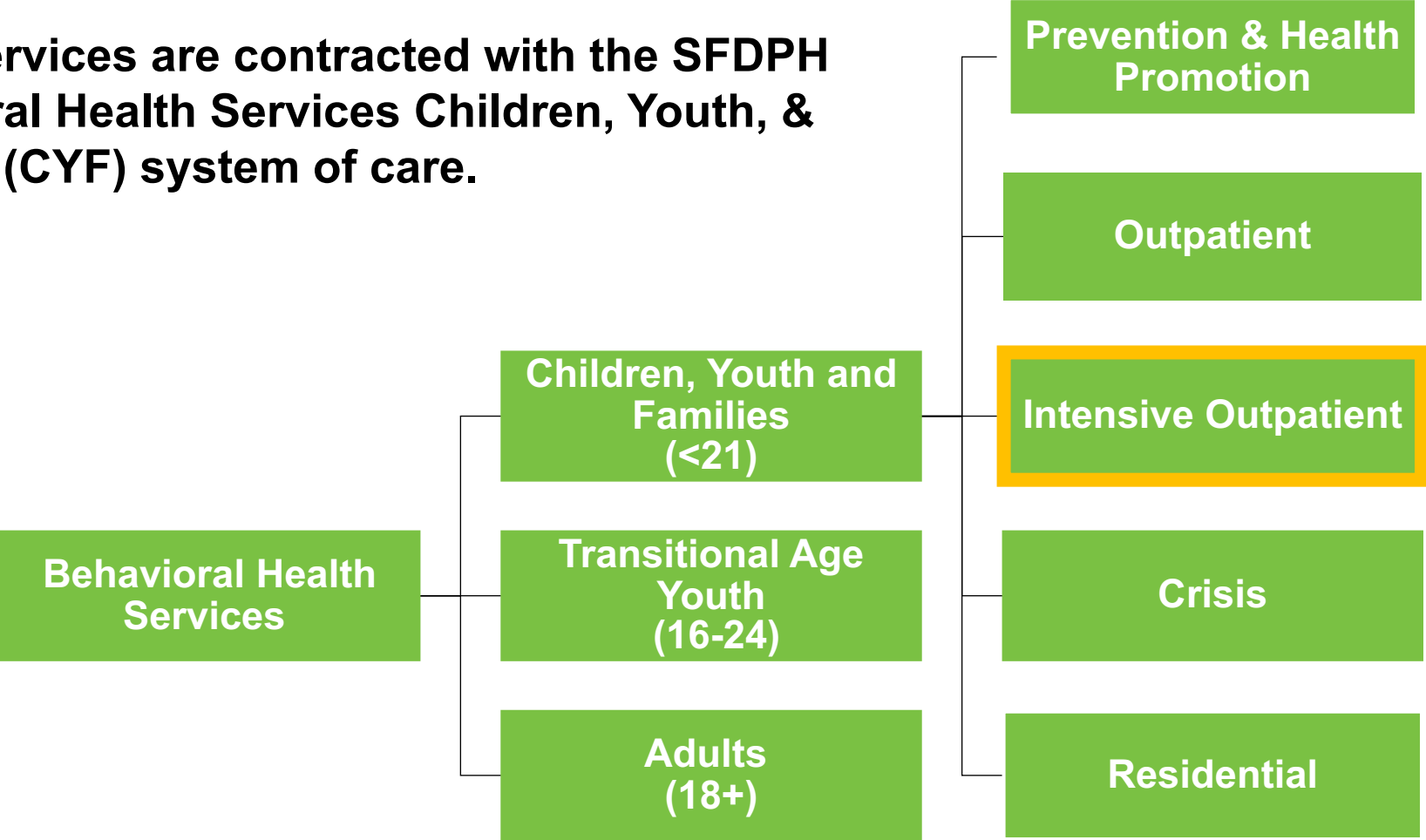
## Under the proposed amendment, **A Better Way San Francisco** would continue to provide:

- Intensive outpatient behavioral health services for children and youth (ages 0-21) and their caregivers.
  - **Early Childhood Mental Health Services:** Dyadic/Family Treatment and case management services for up to 24 children (0-5 years old) and their caregivers.
  - **Mental Health Outpatient Services:** Individual/Family therapy and case management services for up to 80 children/youth (6-21 years old) and their caregivers.
- Focus on foster care population, with close collaboration with Human Services Agency-Child Welfare Division.
- Plan is to combine these into one program that serves foster care children/youth ages 0-21 and families, while retaining staff specialized to serve children 0-5.



# Services for Children, Youth (<21), and Families

These services are contracted with the SFDPH Behavioral Health Services Children, Youth, & Families (CYF) system of care.



# A Better Way Intensive Outpatient Services

- A Better Way is contracted to serve about 11% (104) of all intensive outpatient services for children, youth and families in our system (>940 clients).
- Clients are referred by Foster Care Mental Health.
- Services are culturally responsive and trauma-informed.
- The Intensive Outpatient Program is a higher level of specialty mental health treatment to meet needs of families.
- Services include Intensive Care Coordination and In-Home Behavioral Support aligned with a Child and Family Team process, focused on family-centered care.
- Participants can be referred to other services and levels of care as needed.



# Proposed Resolution

- DPH requests approval of the proposed resolution.



# Thank You



San Francisco Health Network  
Behavioral Health Services

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

**Second Amendment**

THIS AMENDMENT (this “Amendment”) is made as of **November 1, 2023**, in San Francisco, California, by and between **A Better Way** (“Contractor”), and the City and County of San Francisco, a municipal corporation (“City”), acting by and through its Director of the Office of Contract Administration.

**Recitals**

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

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

WHEREAS, the Agreement was competitively procured as required by San Francisco Administrative Code Chapter 21.1 through RFP-1-2017 issued on March 7, 2017 and this modification is consistent therewith; and

WHEREAS, approval for the original Agreement was obtained on July 15, 2019 from the Civil Service Commission under PSC number 46987-16/17 in the amount of 233,200,000 for the period commencing July 1, 2017 and ending June 30, 2027; and

WHEREAS, approval for this Amendment was obtained on August 31, 2023 from the Civil Service Commission under PSC number 46987-16/17 in the amount of \$349,700,000 for the period commencing July 1, 2017 and ending June 30, 2028; and

WHEREAS, the City’s Board of Supervisors approved this Agreement by Resolution number \_\_\_\_\_ on \_\_\_\_\_.

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

**Article 1 Definitions**

The following definitions shall apply to this Amendment:

1.1 **Agreement.** The term “Agreement” shall mean the Agreement dated July 1, 2017 between Contractor and City, as amended by the:

First Amendment,                      dated January 1, 2022.

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

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

The Agreement is hereby modified as follows:



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

2.1 The term of this Agreement shall commence on (i) July 1, 2017 and expire on December 31, 2023, unless earlier terminated as otherwise provided herein.

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

2.1 The term of this Agreement shall commence on July 1, 2017 and expire on June 30, 2027, unless earlier terminated as otherwise provided herein.

2.2 Calculation of Charges. Section 3.3.1 Calculation of Charges of the Agreement currently reads as follows:

3.3.1 **Calculation of Charges.** Contractor shall provide an invoice to the City on a monthly basis for goods delivered and/or Services completed in the immediate preceding month, unless a different schedule is set out in Appendix B, "Calculation of Charges." Compensation shall be made for goods and/or Services identified in the invoice that the City, in his or her sole discretion, concludes has been satisfactorily performed. In no event shall the amount of this Agreement exceed **Nine Million Seven Hundred Eighty Thousand Twenty-Seven Dollars (\$9,780,027)**. The breakdown of charges associated with this Agreement appears in Appendix B, "Calculation of Charges." A portion of payment may be withheld until conclusion of the Agreement if agreed to by both Parties as retainage, described in Appendix B. In no event shall City be liable for interest or late charges for any late payments. City will not honor minimum service order charges for any services covered by this Agreement.

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

3.3.1 **Calculation of Charges.** Contractor shall provide an invoice to the City on a monthly basis for goods delivered and/or Services completed in the immediate preceding month, unless a different schedule is set out in Appendix B, "Calculation of Charges." Compensation shall be made for goods and/or Services identified in the invoice that the City, in his or her sole discretion, concludes has been satisfactorily performed. In no event shall the amount of this Agreement exceed **Thirteen Million Five Hundred Seventy Nine Thousand Two Hundred Ninety Nine Dollars (\$13,579,299)**. The breakdown of charges associated with this Agreement appears in Appendix B, "Calculation of Charges." A portion of payment may be withheld until conclusion of the Agreement if agreed to by both Parties as retainage, described in Appendix B. In no event shall City be liable for interest or late charges for any late payments. City will not honor minimum service order charges for any services covered by this Agreement.

2.3 Grant Funded Contracts. The following is hereby added to Article 3 of the Agreement:

3.3.7 Grant Funded Contracts.

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

2.4 Correct the section numbering for the following sections:

12.2 Certification Regarding Lobbying.

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

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

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

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

2.5 **Appendices A, A-1, A-2.** Appendices A, A-1, and A-2 are hereby replaced in its entirety by Appendices A, A-1, A-2, attached to this Amendment and fully incorporated within the Agreement.

2.6 **Appendices B, B-1, and B-2.** Appendices B, B-1, and B-2 are hereby added to this Amendment and fully incorporated within the Agreement.

2.7 **Appendix E.** Appendix E is hereby replaced in its entirety by Appendix E Dated: OCPA & CAT v8/3/2022 and Attestation forms 06-07-2017, attached to this Amendment and incorporated within the Agreement.

2.8 **Appendix F.** Appendix F is hereby replaced in its entirety by Appendix F Dated: November 1, 2023, attached to this Amendment and incorporated within the Agreement.

2.9 **Appendix J.** Appendix J is hereby replaced in its entirety by Appendix J Dated DAA 7-2021 DPH, 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 **Contractor Vaccination Policy.** *The following section is hereby deleted in its entirety and removed from the Agreement:*

**4.2.2 Contractor Vaccination Policy.**

(a) Contractor acknowledges that it has read the requirements of the 38th Supplement to Mayoral Proclamation Declaring the Existence of a Local Emergency ("Emergency Declaration"), dated February 25, 2020, and the Contractor Vaccination Policy for City Contractors issued by the City Administrator ("Contractor Vaccination Policy"), as those documents may be amended

from time to time. A copy of the Contractor Vaccination Policy can be found at: <https://sf.gov/confirm-vaccine-status-your-employees-and-subcontractors>.

(b) A Contract subject to the Emergency Declaration is an agreement between the City and any other entity or individual and any subcontract under such agreement, where Covered Employees of the Contractor or Subcontractor work in-person with City employees in connection with the work or services performed under the agreement at a City owned, leased, or controlled facility. Such agreements include, but are not limited to, professional services contracts, general services contracts, public works contracts, and grants. Contract includes such agreements currently in place or entered into during the term of the Emergency Declaration. Contract does not include an agreement with a state or federal governmental entity or agreements that do not involve the City paying or receiving funds.

(c) In accordance with the Contractor Vaccination Policy, Contractor agrees that:

(i) Where applicable, Contractor shall ensure it complies with the requirements of the Contractor Vaccination Policy pertaining to Covered Employees, as they are defined under the Emergency Declaration and the Contractor Vaccination Policy, and insure such Covered Employees are either fully vaccinated for COVID-19 or obtain from Contractor an exemption based on medical or religious grounds; and

(ii) If Contractor grants Covered Employees an exemption based on medical or religious grounds, Contractor will promptly notify City by completing and submitting the Covered Employees Granted Exemptions Form (“Exemptions Form”), which can be found at <https://sf.gov/confirm-vaccine-status-your-employees-and-subcontractors> (navigate to “Exemptions” to download the form).

(d) The City reserves the right to impose a more stringent COVID-19 vaccination policy for the San Francisco Department of Public Health, acting in its sole discretion.

**3.2 California Attorney General’s Registry of Charitable Trusts.** *The following section is hereby added and incorporated in Article 11 of the Agreement:*

**11.15 California Attorney General’s Registry of Charitable Trusts.** If a Contractor is a non-profit entity, the Contractor represents that it is in good standing with the California Attorney General’s Registry of Charitable Trusts and will remain in good standing during the term of this Agreement. Contractor shall immediately notify City of any change in its eligibility to perform under the Agreement. Upon City request, Contractor shall provide documentation demonstrating its compliance with applicable legal requirements. If Contractor will use any subcontractors to perform the Agreement, Contractor is responsible for ensuring they are also in compliance with the California Attorney General’s Registry of Charitable Trusts at the time of contract execution and for the duration of the agreement. Any failure by Contractor or any subcontractors to remain in good standing with applicable requirements shall be a material breach of this Agreement.

**3.3 Applicable Law.** *The following section is hereby added and incorporated in Article 11 of the Agreement:*

**11.16 Applicable Law.** This Agreement will be governed by, construed, and enforced in accordance with the laws of the State of California and City’s Charter. Any legal suit, action, or proceeding arising out of or relating to this Agreement shall be instituted in the Superior Court for the City and County of San Francisco, and each party agrees to the exclusive jurisdiction of such court in any such suit, action, or proceeding (excluding bankruptcy matters). The parties irrevocably and unconditionally waive any objection to the laying of venue of any suit, action, or proceeding in such court and irrevocably waive and agree not to plead or claim that any suit, action, or proceeding brought in San Francisco Superior Court relating to this Agreement has been brought in an inconvenient forum. The

Parties also unconditionally and irrevocably waive any right to remove any such suit, action, or proceeding to Federal Court.

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

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

**The parties acknowledge that CONTRACTOR will:**

- 1.  Do **at least one** or more of the following:
  - A. Create, receive, maintain, or transmit PHI for or on behalf of CITY/SFDPH (including storage of PHI, digital or hard copy, even if Contractor does not view the PHI or only does so on a random or infrequent basis); or
  - B. Receive PHI, or access to PHI, from CITY/SFDPH or another Business Associate of City, as part of providing a service to or for CITY/SFDPH, including legal, actuarial, accounting, consulting, data aggregation, management, administrative, accreditation, or financial; or
  - C. Transmit PHI data for CITY/SFDPH and require access on a regular basis to such PHI. (Such as health information exchanges (HIEs), e-prescribing gateways, or electronic health record vendors)

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

- a. **Appendix E** SFDPH Business Associate Agreement (BAA) (v8/3/2022)
  - 1. SFDPH Attestation 1 PRIVACY (06-07-2017)
  - 2. SFDPH Attestation 2 DATA SECURITY (06-07-2017)

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

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

**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:

\_\_\_\_\_  
Grant Colfax, MD  
Director of Health  
Department of Public Health

CONTRACTOR

A Better Way

DocuSigned by:  
*David Channer* 10/31/2023 | 10:20 AM PDT  
5824B87A715E49A...

\_\_\_\_\_  
David Channer, LCSW  
President & CEO

City Supplier number: 0000026510

Approved as to Form:

David Chiu  
City Attorney

By: \_\_\_\_\_  
Deputy City Attorney

Approved:

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

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

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

**1. Terms**

A. Contract Administrator:

In performing the Services hereunder, Contractor shall report to **Valerie Wiggins**, 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 – Outpatient Mental Health Program

Appendix A-2 – Early Childhood Mental Health Services Program (Outpatient 0-5)

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

<b>Contractor Name:</b> A Better Way	<b>Appendix A- 1</b>
<b>Program Name:</b> Out Patient Services	<b>Funding Term:</b> 07/01/23 – 06/30/24
	<b>Funding Source:</b> SDMC FFP CYF, PSR-EPSDT 2011, MH CYF General Funds

**1. Identifiers:**

**Program Name:** A Better Way (July 2023 – June 2024)  
 Outpatient Mental Health Program  
**Program Address:** 832 Folsom Street Suite # 702  
**City, State, ZIP:** San Francisco, CA 94107  
**Telephone/FAX:** 415-710-1050/415-715-1051  
**Website Address:** www.abetterwayinc.net  
  
**Contractor Address:** 3200 Adeline Street  
**City, State, ZIP:** Berkeley, CA 94703  
  
**Executive Director:** David Channer  
**Chief Program Officer:** Warner Graham  
**Program Director:** Monica Dirr  
**Telephone:** 415-872-2745  
**Email Addresses:** dchanner@abetterwayinc.net  
 WGraham@abetterwayinc.net  
 mdirr@abetterwayinc.net  
  
**Program Code(s):** 38KYOP (A Better Way-SF Outpatient)

**2. Nature of Document:**

Original       Contract Amendment       Revision to Program Budgets (RPB)

- 3. Goal Statement:** Our program provides accessible and culturally sensitive behavioral health services to children and youth aged 6 to 21, with a referral source of 100% Foster Care Mental Health and the capacity to serve up to 80 children annually. For those with more intensive needs, we offer supplemental services, including Intensive Care Coordination (ICC) and Intensive Home-Based Services (IHBS), aligned with a Child and Family Team (CFT) approach focused on family-centered care. A Better Way follows all DHCS and San Francisco County guidelines and requirements for ICC and IHBS services. Our mission is to ensure the accessibility of behavioral health services to all demographics within San Francisco, with a special emphasis on the foster care population. We prioritize the caregiver system's role, recognizing its significance in a child's life, and we strengthen it through collaboration. In addition, we provide dyadic, individual, and/or family therapy that is trauma-informed and relationship-focused to heal and enhance relationships between children and their caregivers, including birth parents, resource parents, and other community supports, using comprehensive assessments to identify areas of need and establish collaborative treatment goals.

<b>Contractor Name:</b> A Better Way	<b>Appendix A- 1</b>
<b>Program Name:</b> Out Patient Services	<b>Funding Term:</b> 07/01/23 – 06/30/24
	<b>Funding Source:</b> SDMC FFP CYF, PSR-EPSDT 2011, MH CYF General Funds

**4. Target Population:** ABW welcomes and serves all ethnicities and populations within San Francisco, with focused expertise that are specifically designed to meet the unique needs of children from birth to 21 years with an open case with the San Francisco County Human Services Agency and their families, and who have full scope San Francisco County Medi-Cal coverage. Children birth to 18 years will be admitted into the program. Children may receive services until age 21 years.

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

**See Appendix B - DPH 2: Department of Public Health Cost Reporting/Data Collection (CRDC) – Section B-1 – Outpatient – Case Management Brokerage (15/01-09) and Outpatient Mental Health Services (15/10-57, 59)**

**6. Methodology:**

Direct Client Services:

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

A Better Way has an on-going collaboration with San Francisco Foster Care Mental Health (FCMH) and Human Services Agency (HSA) each serving as our primary source of referrals.

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

Criteria: Clients are eligible for services if they: 1) have an open case through Human Services Agency; 2) meet access criteria and display behavioral health symptoms that can ameliorated by services; 3) have EPSDT/San Francisco full-scope Medi-Cal coverage. Access criteria aligns with the new CalAIM standards of having at least one of the following: 1) experiencing homelessness and/or interaction with the child welfare or criminal justice system; 2) scoring high on a trauma screening tool which places them at high risk of mental health disorders; or 3) person has a significant impairment, a reasonable probability of significant deterioration in an important area of life functioning, a reasonable probability of not progressing as developmentally appropriate, or there is no presence of impairment; and 4) the significant impairments listed above are due to a mental health disorder, Diagnostic Statistical Manual, Fifth Edition (DSM-5), either diagnosed or suspected, but not yet diagnosed.

Process: Protective Service Workers (PSW) from HSA refer children and their families to FCMH who in turn refer eligible clients for outpatient mental health services. Once we receive the complete referral paperwork packet from FCMH, we connect with the PSW and family to begin our services.

**C. Service delivery model**

<b>Contractor Name:</b> A Better Way	<b>Appendix A- 1</b>
<b>Program Name:</b> Out Patient Services	<b>Funding Term:</b> 07/01/23 – 06/30/24
	<b>Funding Source:</b> SDMC FFP CYF, PSR-EPSDT 2011, MH CYF General Funds

**Treatment Modalities:** A Better Way follows all DHCS and San Francisco County guidelines and requirements for ICC and IHBS services. Within an overarching relationship-based framework, we utilize Evidence Based Practices (EBPs) and Outcome Informed Practices as indicated by client need. Interventions include: Trauma Focuses Cognitive Behavioral Therapy; Safety Organized Practice; Child Parent Psychotherapy; Motivational Interviewing; Trauma-Focused Cognitive Behavioral Therapy; Attachment, Regulation and Competency; Neurosequential Model of Therapeutics; and evidence-based element from these and other EBPs. Additionally, when appropriate, we provide attachment-based play therapy, child-specific developmental guidance, intensive care coordination, intensive home-based services and parent support groups.

**Phases of Treatment: Engagement Phase:** Clients and families will engage in a 60 day EPSDT assessment through clinical interviews, behavioral observations, and any indicated standardized assessment tools (including CANS). During the 60 day period, clinicians will work with the client and family to obtain information, build rapport, understand symptom presentation, and assess social determinants of health. During the initial 60 day assessment period, the clinician will also work with the client and family to create agreed upon treatment plan goals and objectives. Clinicians will work with Protective Social Workers (PSW) to gather information on safety concerns and permanency planning issues that may be relevant to the mental health needs of the client.

**Service Delivery Phase:** Based on CANS assessment and clinical formulation, treatment providers will provide services including individual therapy, dyadic therapy, family therapy, parent collateral sessions, case management, plan development, individual rehabilitation, and crisis intervention. Ongoing collaboration with members of the child's support team (biological family, foster parents, Human Service Agency workers, attorneys, etc.) will take place to develop progressive, permanency-informed treatment goals.

**Hours of Operation:** Open 9:00 am-5:00 pm Monday –Friday. After 5:00 pm appointments are available as needed.

**Length of Stay:** Average length of treatment will be eight to twelve months depending on the needs of the client and family.

**Location of Service Delivery:** Locations are dependent on the need of the family and client. Locations include: A Better Way's San Francisco Office, other A Better Way offices (e.g. Oakland, Berkeley, Fairfield) and surrounding Bay Area community locations (client's home, foster home, school, and community spaces, such as parks, Family Resource Centers, community recreation centers, public libraries, and churches).

**Frequency and Duration of Services:** Maximum frequency and duration of services will be determined by the level of need and impairment. Within these limits and the EPSDT standards, the actual frequency and duration of services will be determined through collaborative treatment planning with the client and family and with respect to input from the PSW.

<b>Contractor Name:</b> A Better Way	<b>Appendix A- 1</b>
<b>Program Name:</b> Out Patient Services	<b>Funding Term:</b> 07/01/23 – 06/30/24
	<b>Funding Source:</b> SDMC FFP CYF, PSR-EPSDT 2011, MH CYF General Funds

Strategies for Service Delivery: Services will be Evidence-based and Outcomes Informed as indicated by client needs.

**D. Discharge Planning and exit criteria and process**

Exit criteria: There is no specific criterion needed for clients to be discharged. However, termination of services will take place if there is decrease in impairment (e.g. through successful completion of treatment goals and amelioration of emotional and behavioral symptoms) or if eligibility criteria are no longer in place (e.g. child placed out of county with discontinuation of San Francisco County full-scope coverage: case with Human Services Agency closes and there is no clear significant clinical need for ongoing services). A Better Way programs also use PCOMS (Partners for Change Outcoming Management System) tool to continually measure and assess change.

Process: During the treatment period, the treatment team will collaborate with family and support team to determine treatment goals. Assessment is ongoing throughout treatment. Once treatment goals have been successfully completed and the level of impairment has decreased, termination will take place. The treatment team will collaborate with the family and PSW to ensure that clients are connected with ongoing support services, if appropriate.

**E. Program staffing:** Mental Health Services are provided by Licensed Marriage and Family Therapists, Marriage and Family Therapist Interns, Licensed Clinical Social Workers, Associate Social Workers, Licensed Psychologists, Waivered Psychologists, or other trained staff (e.g. Mental Health Rehabilitation Specialists) who are qualified to deliver EPSDT services to the target population. Staff also includes: licensed clinical supervisors; licensed program director; intake coordinator; office management; chief program officer; and quality assurance staff.

**7. Objectives and Measurements:** All objectives and corresponding measurements are contained in the CBHS document entitled *CBHS Performance Objectives FY 23-24*

**8. Continuous Quality Improvement:** Our program's CQI activities include the following:

Achievement of contract performance objectives and productivity: A Better Way monitors contract utilization and productivity in an ongoing manner. We have dashboards to help managers track contract fulfillment by comparing projected services to actual services on a weekly, monthly, and 'year-to-date' basis. We also have additional tools to help service providers and supervisors to adjust a provider's time-management and caseload as needed. Our productivity projections are carefully calibrated to account for fluctuations caused by predictable factors such as the number of workdays in each month or summer/winter holidays/vacations. Productivity standards are clarified to all services providers and are managed as an ongoing part of supervision.

Documentation of quality and internal audits: Our service documentation goes through multiple levels of Quality Assurance and Internal Review.

<b>Contractor Name:</b> A Better Way	<b>Appendix A- 1</b>
<b>Program Name:</b> Out Patient Services	<b>Funding Term:</b> 07/01/23 – 06/30/24
	<b>Funding Source:</b> SDMC FFP CYF, PSR-EPSDT 2011, MH CYF General Funds

- All providers are carefully trained in Medi-Cal documentation standards
- Our Electronic Health Records (Avatar and Exym) help reduce errors in entries
- Provider documentation is reviewed by a supervisor upon completion
- Our Quality Assurance staff conduct compliance reviews for all charts at the following intervals: 60 days post episode opening; and annually post episode opening.
- All charts are continually reviewed by supervisors, including at 6-8 months after opening and at discharge.
- Feedback and corrections from all chart reviews are shared with supervisors and clinicians to assure continuous quality improvement
- Reports on timeliness of notes are generated monthly and distributed to supervisors to share with supervisees.

Cultural humility of staff and services: A Better Way places a great deal of attention and training on our staff's understanding and ongoing practice of cultural humility. Assessment of staff cultural humility levels are monitored through regular supervision and periodic case presentations. A Better Way regularly seeks out trainings that target cultural humility.

Client satisfaction: A Better Way distributes client satisfaction surveys annually. We also strive to create an environment of trust such that clients feel safe in sharing their feedback directly to our treatment team.

Timely completion and use of outcome data, including CANS: A Better Way utilizes the CANS for all clients, and strive to complete it in a timely manner As indicated, we also administer standardized caregiver-report questionnaires for all children (e.g. Child Behavior Checklist, Trauma Symptom Checklist for Young Children, Pediatric Symptom Checklist) and teacher reports if appropriate (e.g. Teacher Report Form). Additionally, A Better Way clinicians use PCOMS (Partners for Change Outcoming Management System) tool to continually measure and assess change and gather feedback from the client on the therapeutic alliance. The treatment team also utilizes CANS ratings and dashboards as a collaborative tool and framework with families and children to discuss and monitor strengths and needs that influence treatment planning. Our CQI team (compromised of QA and clinical leadership) are engaged in ongoing efforts to broaden and improve the integration of CANS data into more aspects of our decision making.

## 9. Required Language: N/A

<b>Contractor Name:</b> A Better Way	<b>Appendix A-2</b>
<b>Program Name:</b> Outpatient 0-5	<b>Funding Term:</b> 07/01/23-06/30/24
	<b>Funding Source:</b> SDMC FFP CYF, PSR-EPSDT 2011, MH CYF General Funds

**1. Identifiers:**

Program Name: A Better Way (July 2023-June 2024)  
Early Childhood Mental Health Program

Program Address: 832 Folsom Street Suite # 702  
City, State, ZIP: San Francisco, CA 94107  
Telephone/FAX: 415-710-1050/415-715-1051  
Website Address: www.abetterwayinc.net

Contractor Address: 3200 Adeline Street  
City, State, ZIP: Berkeley, CA 94703

Executive Director: David Channer  
Chief Program Officer: Warner Graham  
Program Director: Monica Dirr  
Telephone: 415-872-2745  
Email Addresses: dchanner@abetterwayinc.net  
WGraham@abetterwayinc.net  
mdirr@abetterwayinc.net

Program Code(s): 38KY05 (A Better Way-SF Early Childhood Mental Health Services)

**2. Nature of Document:**

Original/Renewal       Contract Amendment       Internal Contract Revision

3. **Goal Statement:** Our early childhood mental health program provides culturally responsive, trauma-informed care tailored to the unique needs and strengths of children, youth, and their families. Especially for children aged 0 to 5 with heightened needs, we offer specialized services such as Intensive Care Coordination (ICC) and Intensive Home-Based Services (IHBS). A Better Way follows all DHCS and San Francisco County guidelines and requirements for ICC and IHBS services. We prioritize fortifying the child-parent/caregiver relationship, enhancing communication, deepening interactions, and fostering the child's social-emotional growth. Our mission is to equip caregivers with the necessary resources and skills, positively impacting the child's development and the overall well-being of the family unit. With 100% referral from the Foster Care Mental Health, our program is adeptly designed to support up to 24 children each fiscal year. Our expansive offerings encompass in-depth assessments, trauma-sensitive, relationship-focused methodologies, and case management. Moreover, we facilitate linkage services tailored to address life's challenges, meeting the distinct needs of every family we serve. As we continually strive for excellence, our team remains committed to refining their expertise, ensuring we stay at the forefront of the field.



<b>Contractor Name:</b> A Better Way	<b>Appendix A-2</b>
<b>Program Name:</b> Outpatient 0-5	<b>Funding Term:</b> 07/01/23-06/30/24
	<b>Funding Source:</b> SDMC FFP CYF, PSR-EPSDT 2011, MH CYF General Funds

#### 4. Target Population:

ABW welcomes and serves all ethnicities and populations within San Francisco, with focused expertise that are specifically designed to address the unique needs of San Francisco County children ages birth to 5 years with full scope Medi-Cal who have been identified as having or at imminent risk for having emotional or behavioral disturbances.

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

See Appendix B - DPH 2: Department of Public Health Cost Reporting/Data Collection (CRDC) – Section B-2, Outpatient – Case Management Brokerage (15/01-09) and Outpatient Mental Health Services (15/10-57, 59)

#### 6. Methodology:

Indirect Services (programs that do not provide direct client services): Describe how the program will deliver the purchased services. Not Applicable

Direct Client Services: Describe how services are delivered and what activities will be provided, addressing, how, what, and where for each section below:

##### A. Outreach, recruitment, promotion, and advertisement

Partnership as been established with Foster Care Mental Health, that provides 100% of referral of our Early Childhood Mental Health Services, including Infant Parent Program; Child Trauma Research Program; Public Health Nursing; Zero to Three Programs; Wu Yee Child and family Services; Hamilton Family Center; Bayview Family Resource Center; Ashbury House; Golden Gate Regional Center; and Foster Care Mental Health Meetings with HSA representatives. Additional outreach activities include the development of relationships with preschools, childcare centers, pediatricians, WIC, Early Head Start, and other community agencies.

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

Criteria: Clients are eligible for services if they: 1) meet access criteria and display behavioral health symptoms that can ameliorated by services; 2) are between birth and five years of age; and 3) have EPSDT/San Francisco full-scope Medi-Cal coverage.

Process: Clients are referred by Foster Care Mental Health to our intake coordinator. Our intake coordinator will assign a clinician to work with the family for the initial assessment period. Clients will be assessed within the first 60 days for EPSDT eligibility and meeting access criteria. Clients who do not meet eligibility criteria will be referred to other community agencies/resources.

##### C. Service delivery model

<b>Contractor Name:</b> A Better Way	<b>Appendix A-2</b>
<b>Program Name:</b> Outpatient 0-5	<b>Funding Term:</b> 07/01/23-06/30/24
	<b>Funding Source:</b> SDMC FFP CYF, PSR-EPSDT 2011, MH CYF General Funds

**Treatment Modalities:** A Better Way follows all DHCS and San Francisco County guidelines and requirements for ICC and IHBS services. Services will primarily involve dyadic (infant-carer/parent) therapy and other evidence-based practices and outcome informed practices within an overarching relationship-based framework as indicated by client need. Interventions include Safety Organized Practice; Attachment, Regulation, and Competencies (ARC), Neurosequential Model of Therapeutics (NMT), Child Parent Psychotherapy (CPP); along with additional attachment-based play therapy, child-specific developmental guidance, intensive care coordination, intensive home-based services, and parent support groups; as clinically indicated.

#### Phases of Treatment

- **Engagement Phase:** Clients and families will engage in a 60-day EPSDST assessment through clinical interview, behavioral observations, and any indicated standardized assessment tools (including CANS, Ages and Stages Questionnaire). During the 60-day period, clinicians will work with the client and family to obtain information, build rapport, and understand symptom presentation, and assess social determinants of health. During the initial 60-day assessment period, the clinician will also work with the client and family to create agreed upon treatment plan goals and objectives. Access criteria aligns with the new CalAIM standards of having at least one of the following: 1) experiencing homelessness and/or interaction with the child welfare or criminal justice system; 2) scoring high on a trauma screening tool which places them at high risk of mental health disorders; 3) person has a significant impairment, a reasonable probability of significant deterioration in an important area of life functioning, a reasonable probability of not progressing as developmentally appropriate, or there is no presence of impairment; and 4) the significant impairments listed above are due to a mental health disorder, Diagnostic Statistical Manual, Fifth Edition (DSM-5), either diagnosed or suspected, but not yet diagnosed.
- **Service Delivery Phase:** Based on CANS assessment and clinical formulation, treatment providers will provide services including, but not limited to infant-caregiver/parent therapy, family collateral sessions, parental collateral, case management, crisis intervention, and plan development. Ongoing collaboration with members of the child's support team (e.g. family members, child care providers) will take place to develop strengthen caregivers' natural support system to enhance stability of care giving environment.

**Hours of Operation:** Open 9:00 am to 5:00 pm Monday-Friday. After 5:00 pm appointments are available as needed.

**Length of Stay:** Average length of treatment will be eight to twelve months depending on the needs of the client and family

**Locations of Service Delivery:** Locations are dependent on the need of the family and client. Locations include A Better Way's San Francisco Offices, other A Better Way offices (e.g. Oakland, Berkeley, Fairfield) and surrounding Bay Area community locations (client's home,

<b>Contractor Name:</b> A Better Way	<b>Appendix A-2</b>
<b>Program Name:</b> Outpatient 0-5	<b>Funding Term:</b> 07/01/23-06/30/24
	<b>Funding Source:</b> SDMC FFP CYF, PSR-EPSDT 2011, MH CYF General Funds

preschool, community spaces such as parks, Family Resource Centers, community recreation centers, public libraries, and churches).

Frequency and Duration of Services: Maximum frequency and duration of services will be determined by the level of need and impairment. Within these limits and EPSDT standards, the actual frequency and duration of services will be determined through collaborative treatment planning with the client and family.

Strategies for Service Delivery: Services will be Evidence-based and Outcomes Informed as indicated by parent needs.

#### D. Discharge Planning and exit criteria and process

Exit Criteria: There is no specific exit criteria needed in order for clients to be discharged. However, termination of services will take place if there is a decrease in impairment (e.g., through successful completion of treatment goals and amelioration of mental health symptoms or if eligibility criteria are no longer in place (e.g. discontinuation of San Francisco County full-scope Medi-Cal coverage). A Better Way programs also use PCOMS (Partners for Change Outcoming Management System) tool to continually measure and assess change.

Process: During the treatment period, the treatment team will collaborate with family and support team to determine treatment goals. Assessment is ongoing throughout treatment. Once treatment goals have been successfully completed and the level of impairment has decreased, termination will take place.

E. Program staffing: Mental Health Services are provided by licensed Marriage and Family Therapists and Marriage and Family Therapist Interns, Licensed Clinical Social Workers, Associate Social Workers, Licensed Psychologists, Waived Psychologists, or other trained staff (e.g., Mental Health Rehabilitation Specialists) who are qualified to deliver EPSDT services to the target population. Staff also includes licensed clinical supervisors; licensed program director; intake coordinator; office management; chief program officer; and quality assurance staff.

7. **Objectives and Measurements:** All objective and corresponding measurements are contained in the CBHS document *entitled CBHS Performance Objectives FY 23-24*

8. **Continuous Quality Improvement:** Our program's CQI activities include the following:

Achievement of contract performance objectives and productivity: We monitor contract utilization and productivity in an ongoing manner. We have dashboards to help managers track contract fulfillment by comparing projected services to actual services on a weekly, monthly, and 'year to date' basis. We also have additional tools to help service providers and supervisors to adjust a provider's time-management and caseload as needed. Our productivity projections are carefully calibrated to account for fluctuations caused by predictable factors such as the varying number of workdays in each month

<b>Contractor Name:</b> A Better Way	<b>Appendix A-2</b>
<b>Program Name:</b> Outpatient 0-5	<b>Funding Term:</b> 07/01/23-06/30/24
	<b>Funding Source:</b> SDMC FFP CYF, PSR-EPSDT 2011, MH CYF General Funds

and lulls due to summer/winter holiday vacations. Productivity standards are clarified to all service providers and are managed as an ongoing part of supervision.

Documentation of quality and internal audits: Our service documentation goes through multiple levels of Quality Assurance and Internal Reviews.

- All providers are carefully trained in Medi-Cal documentation standards
- Our Electronic Health Records (Avatar and Exym) help reduce errors in entries
- Providers documentation is reviewed by a supervisor upon completion
- Our Quality Assurance staff conduct compliance reviews for all charts at the following intervals: 60 days post episode opening; and annually post episode opening.
- All charts are continually reviewed by supervisors, including at 6-8 months after opening and at discharge.
- Feedback and corrections from all internal reviews are shared with supervisors and clinicians to assure continuous quality improvement
- Reports on timeliness of notes are generated monthly and distributed to supervisors to share with supervisees.

Cultural humility of staff and services: A Better Way places a great deal of attention and training on our staff's understanding and ongoing practice of cultural humility. Assessment of staff cultural humility levels are monitored through regular supervision and periodic case presentations. A Better Way regularly seeks out trainings that target cultural humility.

Client satisfaction: A Better Way distributes client satisfaction surveys annually. We also strive to create an environment of trust such that clients feel safe in sharing their feedback directly to our treatment team.

Timely completion and use of outcome data, including CANS: A Better Way utilizes the CANS for all clients and strive to complete it in a timely manner. As indicated, we also administer standardized caregiver-report questionnaires for all children (e.g. Child Behavior Checklist, Trauma Symptom Checklist for Young Children, Pediatric Symptom Checklist) and teacher reports if appropriate (e.g. Teacher Report Form). Additionally, A Better Way clinicians use PCOMS (Partners for Change Outcoming Management System) tool to continually measure and assess change and gather feedback from the client on the therapeutic alliance. The treatment team also utilizes CANS ratings and dashboards as a collaborative tool and framework with families and children to discuss and monitor strengths and needs that influence treatment planning. Our CQI team (compromised of QA and clinical leadership) are engaged in ongoing efforts to broaden and improve the integration of CANS data into more aspects of our decision making.

## 9. Required Language: N/A

## **Appendix B Calculation of Charges**

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

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

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

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

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

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

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

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

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

(2) For contracted services reimbursable by Cost Reimbursement:

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

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

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

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

## 2. Program Budgets and Final Invoice

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

Appendix B-1 – Outpatient Mental Health Program

Appendix B-2 – Early Childhood Mental Health Services Program (Outpatient 0-5)

B. CONTRACTOR understands that, of this maximum dollar obligation listed in section 3.3.1 of this Agreement, **\$634,042** is included as a contingency amount and is neither to be used in Program Budgets attached to this Appendix, or available to Contractor without a modification to this Agreement as specified in Section 3.7 Contract Amendments; Budgeting Revisions. Contractor further understands that no payment of any portion of this contingency amount will be made unless and until such modification or budget revision has been fully approved and executed in accordance with applicable City and Department of Public Health laws, regulations and policies/procedures and certification as to the availability of funds by Controller. Contractor agrees to fully comply with these laws, regulations, and policies/procedures.

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

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

CONTRACTOR understands that the CITY may need to adjust funding sources and funding allocations and agrees that these needed adjustments will be executed in accordance with Section 3.7 of this Agreement. In event that such funding source or funding allocation is terminated or reduced, this Agreement

shall be terminated or proportionately reduced accordingly. In no event will CONTRACTOR be entitled to compensation in excess of these amounts for these periods without there first being a modification of the Agreement or a revision to Appendix B, Budget, as provided for in Section 3.7 section of this Agreement.

(1). Estimated Funding Allocations

<b>Contract Term</b>	<b>Estimated Funding Allocation</b>
July 1, 2017 to June 30, 2018	\$598,011
July 1, 2018 to June 30, 2019	\$1,378,605
July 1, 2019 to June 30, 2020	\$1,469,272
July 1, 2020 to June 30, 2021	\$1,307,803
FY20-21 CODB (Direct Voucher)	\$56,161
July 1, 2021 to June 30, 2022	\$1,563,887
July 1, 2022 to June 30, 2023	\$1,287,833
July 1, 2023 to June 30, 2024	\$1,244,256
July 1, 2024 to June 30, 2025	\$1,294,025
July 1, 2025 to June 30, 2026	\$1,345,786
July 1, 2026 to June 30, 2027	\$1,399,618
<b>Subtotal</b>	<b>\$12,945,257</b>
Contingency @ 12% (July 1, 2023 to June 30, 2027)	\$634,042
<b>Total Revised Not-to-Exceed Amount</b>	<b>\$13,579,299</b>

**3. Services of Attorneys**

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

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

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

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

**5. Reports and Services**

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



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

DHCS Legal Entity Number 00765					Appendix B, Page 1
Legal Entity Name/Contractor Name A Better Way, Inc			Fiscal Year 2023-2024		
Contract ID Number 1000007166		Funding Notification Date 08/07/23			
Appendix Number	B-#1	B-#2	B-#	B-#	
Provider Number	38KY	38KY			
Program Name	Outpatient	0-5			
Program Code	38KYOP	38KY05			
Funding Term	07/01/23-06/30/24	07/01/23-06/30/24			
FUNDING USES					TOTAL
Salaries	\$ 572,841	\$ 49,409			\$ 622,250
Employee Benefits	\$ 148,939	\$ 12,846			\$ 161,785
<b>Subtotal Salaries &amp; Employee Benefits</b>	<b>\$ 721,780</b>	<b>\$ 62,255</b>	\$ -	\$ -	<b>\$ 784,035</b>
Operating Expenses	\$ 274,268	\$ 23,657			\$ 297,925
Capital Expenses					\$ -
<b>Subtotal Direct Expenses</b>	<b>\$ 996,048</b>	<b>\$ 85,912</b>	\$ -	\$ -	<b>\$ 1,081,960</b>
Indirect Expenses	\$ 149,407	\$ 12,888			\$ 162,295
Indirect %	15.0%	15.0%	0.0%	0.0%	15.0%
TOTAL FUNDING USES	<b>\$ 1,145,455</b>	<b>\$ 98,800</b>	\$ -	\$ -	<b>\$ 1,244,255</b>
			Employee Benefits Rate		<b>26.0%</b>
BHS MENTAL HEALTH FUNDING SOURCES					
MH CYF Fed SDMC FFP (50%)	\$ 438,350	\$ 40,000			\$ 478,350
MH CYF State 2011 PSR-EPST	\$ 438,350	\$ 40,000			\$ 478,350
MH CYF County General Fund	\$ 268,755	\$ 18,800			\$ 287,555
					\$ -
					\$ -
					\$ -
TOTAL BHS MENTAL HEALTH FUNDING SOURCES	<b>\$ 1,145,455</b>	<b>\$ 98,800</b>	\$ -	\$ -	<b>\$ 1,244,255</b>
TOTAL DPH FUNDING SOURCES	<b>\$ 1,145,455</b>	<b>\$ 98,800</b>	\$ -	\$ -	<b>\$ 1,244,255</b>
TOTAL FUNDING SOURCES (DPH AND NON-DPH)	<b>\$ 1,145,455</b>	<b>\$ 98,800</b>	\$ -	\$ -	<b>\$ 1,244,255</b>
<b>Prepared By</b>	Sushma Agarwal		925-4875585		

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

DHCS Legal Entity Number 00765		Appendix Number B-#1	
Provider Name A Better Way, Inc		Page Number 1	
Provider Number 38KY		Fiscal Year 2023-2024	
Contract ID Number 1000007166		Funding Notification Date 08/07/23	
Program Name		Outpatient	
Program Code		38KYOP	
Mode/SFC (MH) or Modality (SUD)		15	
Service Description		Outpatient Services	
Funding Term (mm/dd/yy-mm/dd/yy):		07/01/23-06/30/24	
<b>FUNDING USES</b>			<b>TOTAL</b>
Salaries & Employee Benefits	\$ 721,780		\$ 721,780
Operating Expenses	\$ 274,268		\$ 274,268
Capital Expenses	\$ -		\$ -
<b>Subtotal Direct Expenses</b>	<b>\$ 996,048</b>	<b>\$ -</b>	<b>\$ 996,048</b>
Indirect Expenses	\$ 149,407		\$ 149,407
Indirect %	15.0%	0.0%	15.0%
<b>TOTAL FUNDING USES</b>	<b>\$ 1,145,455</b>	<b>\$ -</b>	<b>\$ 1,145,455</b>
<b>BHS MENTAL HEALTH FUNDING SOURCES</b>	<b>Dept-Auth-Proj-Activity</b>		
MH CYF Fed SDMC FFP (50%)	10000-251962-10000-10001670-0001	\$ 438,350	\$ 438,350
MH CYF State 2011 PSR-EPSDT	10000-251962-10000-10001670-0001	\$ 438,350	\$ 438,350
MH CYF County General Fund	10000-251962-10000-10001670-0001	\$ 268,755	\$ 268,755
		\$ -	\$ -
This row left blank for funding sources not in drop-down list		\$ -	\$ -
<b>TOTAL BHS MENTAL HEALTH FUNDING SOURCES</b>		<b>\$ 1,145,455</b>	<b>\$ -</b>
<b>TOTAL DPH FUNDING SOURCES</b>		<b>\$ 1,145,455</b>	<b>\$ -</b>
<b>TOTAL FUNDING SOURCES (DPH AND NON-DPH)</b>		<b>1,145,455</b>	<b>-</b>
<b>BHS UNITS OF SERVICE AND UNIT COST</b>			
Number of Beds Purchased			
SUD Only - Number of Outpatient Group Counseling Sessions			
SUD Only - Licensed Capacity for Narcotic Treatment Programs			
Payment Method	Cost Reimbursement (CR)		
DPH Units of Service/Hours to Bill (LOE)	4,036		4,036
Unit Type	Hours	0	
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only)	\$ 283.79	\$ -	
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)	\$ 283.79	\$ -	
Published Rate (Medi-Cal Providers Only)	\$ 283.79		<b>Total UDC</b>
Unduplicated Clients (UDC)	80		80

**Appendix B - DPH 3: Salaries & Employee Benefits Detail**

Contract ID Number 1000007166  
 Program Name Outpatient  
 Program Code 38KYOP

Appendix Number B-#1  
 Page Number 2  
 Fiscal Year 2023-2024  
 Funding Notification Date 08/07/23

	TOTAL		251962-10000-10001670-0001		Dept-Auth-Proj-Activity		Dept-Auth-Proj-Activity	
Funding Term	07/01/23-06/30/24		07/01/23-06/30/24		(mm/dd/yy-mm/dd/yy):		(mm/dd/yy-mm/dd/yy):	
Position Title	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries
Program Director	0.46	\$ 57,537	0.46	\$ 57,537				
Mental Health Rehabilitation Specialist	0.46	\$ 32,221	0.46	\$ 32,221				
Clinical Supervisors	0.55	\$ 52,474	0.55	\$ 52,474				
Service Coordinator	0.46	\$ 30,150	0.46	\$ 30,150				
Clinicians	4.60	\$ 372,841	4.60	\$ 372,841				
Family Partner	0.47	\$ 27,618	0.47	\$ 27,618				
	0.00	\$ -						
<b>Totals:</b>	7.00	\$ 572,841	7.00	\$ 572,841	0.00	\$ -	0.00	\$ -
<b>Employee Benefits:</b>	26.00%	\$ 148,939	26.00%	\$ 148,939	0.00%		0.00%	
<b>TOTAL SALARIES &amp; BENEFITS</b>		<b>\$ 721,780</b>		<b>\$ 721,780</b>		<b>\$ -</b>		<b>\$ -</b>

Appendix B - DPH 3: Salaries & Employee Benefits Detail

**Outpatient Services Only**

Contract ID Number 1000007166  
 Program Name Outpatient  
 Program Code 38KYOP

Appendix Number B-#1  
 Page Number 3  
 Fiscal Year 23-24  
 Funding Notification Date 08/07/23

	Total Budgeted FTE	Total Budgeted Salaries	Practitioner Type	Portion of FTE Providing Services to Clients	Portion of FTE Providing Program Support	FY23/24 Level of Effort (LOE) Target	10000-251962-10000-10001670-0001		Dept-Auth-Proj-Activity		Dept-Auth-Proj-Activity	
							FTE	Salaries	FTE	Salaries	FTE	Salaries
			Use the dropdown to select the appropriate Practitioner Type for all positions. Direct Patient Care Percentages are fixed by Practitioner Type using DHCS recommendations.	Include all billable and non-billable time for staff providing services to the client.	Include only time involved in program support activities. Examples include Program Director & QA.	LOE Formula: Column E (Estimated Direct Patient Care %) X Column F (Portion of FTE Providing Services to Clients) X 46 weeks X 40 hours						
<b>Funding Term</b>	07/01/23-06/30/24						07/01/23-06/30/24		(mm/dd/yy-mm/dd/yy):		(mm/dd/yy-mm/dd/yy):	
<b>Position Title</b>	<b>FTE</b>	<b>Salaries</b>					<b>FTE</b>	<b>Salaries</b>	<b>FTE</b>	<b>Salaries</b>	<b>FTE</b>	<b>Salaries</b>
Program Director	0.46	\$ 57,537	LPHA (MFT, LCSW, LPCC) Intern or Waivered LPHA (MFT, LCSW, LPCC) - 40%	-	0.46	-	0.46	57,537				
Mental Health Rehabilitation Specialist	0.46	\$ 32,221	Mental Health Rehab Specialist - 36%	0.46	-	304.70	0.46	32,221				
Clinical Supervisors	0.55	\$ 52,474	LPHA (MFT, LCSW, LPCC) Intern or Waivered LPHA (MFT, LCSW, LPCC) - 40%	-	0.55	-	0.55	52,474				
Service Coordinator	0.46	\$ 30,150	No DHCS Practitioner type applies. Non-billable (Peer)	-	0.46	-	0.46	30,150				
Clinicians	4.60	\$ 372,841	Licensed Psychiatric Technician - 40%	4.60	-	3,385.60	4.60	372,841				
Family Partner	0.47	\$ 27,618	Other Qualified Providers - Other Designated MH Staff that Bill Medical - 40%	0.47	-	345.92	0.47	27,618				
	0.00	\$ -				-						
<b>Totals:</b>	<b>7.00</b>	<b>\$ 572,841</b>		<b>5.53</b>	<b>1.47</b>	<b>4,036.22</b>	<b>7.00</b>	<b>\$ 572,841</b>	<b>0.00</b>	<b>\$ -</b>	<b>0.00</b>	<b>\$ -</b>
<b>Employee Benefits:</b>	26.00%	\$ 148,939					26.00%	\$ 148,939	0.00%		0.00%	
<b>TOTAL SALARIES &amp; BENEFITS</b>		<b>\$ 721,780</b>						<b>\$ 721,780</b>		<b>\$ -</b>		<b>\$ -</b>

**Appendix B - DPH 4: Operating Expenses Detail**

Contract ID Number 100007166  
 Program Name Outpatient  
 Program Code 38KYOP

Appendix Number B-#1  
 Page Number 3  
 Fiscal Year 2023-2024  
 Funding Notification Date 08/07/23

Expense Categories & Line Items	TOTAL	10000-251962-10000-10001670-0001	Dept-Auth-Proj-Activity	Dept-Auth-Proj-Activity
<b>Funding Term</b> 07/01/23-06/30/24		07/01/23-06/30/24	(mm/dd/yy-mm/dd/yy)	(mm/dd/yy-mm/dd/yy)
Rent	\$ 57,422.00	\$ 57,422.00		
Utilities (telephone, electricity, water, gas)	\$ 2,301.00	\$ 2,301.00		
Building Repair/Maintenance	\$ 2,762.00	\$ 2,762.00		
<b>Occupancy Total:</b>	<b>\$ 62,485.00</b>	<b>\$ 62,485.00</b>	<b>\$ -</b>	<b>\$ -</b>
Office Supplies	\$ 2,301.00	\$ 2,301.00		
Photocopying	\$ 460.00	\$ 460.00		
Program Supplies	\$ 1,841.00	\$ 1,841.00		
Postage and delivery	\$ 92.00	\$ 92.00		
Dues and Subscriptions	\$ 460.00	\$ 460.00		
<b>Materials &amp; Supplies Total:</b>	<b>\$ 5,154.00</b>	<b>\$ 5,154.00</b>	<b>\$ -</b>	<b>\$ -</b>
Training/Staff Development	\$ 16,248.00	\$ 16,248.00		
Insurance	\$ 921.00	\$ 921.00		
License	\$ 5,800.00	\$ 5,800.00		
meeting	\$ 1,381.00	\$ 1,381.00		
Equipment Repair and Rental	\$ 921.00	\$ 921.00		
<b>General Operating Total:</b>	<b>\$ 25,271.00</b>	<b>\$ 25,271.00</b>	<b>\$ -</b>	<b>\$ -</b>
Local Travel	\$ 14,730.00	\$ 14,730.00		
Out-of-Town Travel	\$ -			
Field Expenses	\$ -			
<b>Staff Travel Total:</b>	<b>\$ 14,730.00</b>	<b>\$ 14,730.00</b>	<b>\$ -</b>	<b>\$ -</b>
Quality assurance allocation	\$ 73,648.00	\$ 73,648.00		
Facility and IT allocation	\$ 73,648.00	\$ 73,648.00		
Chief program officer allocation	\$ 19,332.00	\$ 19,332.00		
<b>Other Total:</b>	<b>\$ 166,628.00</b>	<b>\$ 166,628.00</b>	<b>\$ -</b>	<b>\$ -</b>
<b>TOTAL OPERATING EXPENSE</b>	<b>\$ 274,268.00</b>	<b>\$ 274,268.00</b>	<b>\$ -</b>	<b>\$ -</b>

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

DHCS Legal Entity Number 00765		Appendix Number B-#2	
Provider Name A Better Way, Inc		Page Number 1	
Provider Number 38KY		Fiscal Year 2023-2024	
Contract ID Number 1000007166		Funding Notification Date 08/07/23	
Program Name		0-5	
Program Code		38KY05	
Mode/SFC (MH) or Modality (SUD)		15	
Service Description		Outpatient Services	
Funding Term (mm/dd/yy-mm/dd/yy):		07/01/23-06/30/24	
<b>FUNDING USES</b>			<b>TOTAL</b>
Salaries & Employee Benefits	\$ 62,255		\$ 62,255
Operating Expenses	\$ 23,657		\$ 23,657
Capital Expenses	\$ -		\$ -
<b>Subtotal Direct Expenses</b>	<b>\$ 85,912</b>	<b>\$ -</b>	<b>\$ 85,912</b>
Indirect Expenses	\$ 12,888		\$ 12,888
Indirect %	15.0%	0.0%	15.0%
<b>TOTAL FUNDING USES</b>	<b>\$ 98,800</b>	<b>\$ -</b>	<b>\$ 98,800</b>
<b>BHS MENTAL HEALTH FUNDING SOURCES</b>	<b>Dept-Auth-Proj-Activity</b>		
MH CYF Fed SDMC FFP (50%)	10000-251962-10000-10001670-0001	\$ 40,000	\$ 40,000
MH CYF State 2011 PSR-EPSDT	10000-251962-10000-10001670-0001	\$ 40,000	\$ 40,000
MH CYF County General Fund	10000-251962-10000-10001670-0001	\$ 18,800	\$ 18,800
		\$ -	\$ -
This row left blank for funding sources not in drop-down list		\$ -	\$ -
<b>TOTAL BHS MENTAL HEALTH FUNDING SOURCES</b>		<b>\$ 98,800</b>	<b>\$ -</b>
<b>TOTAL DPH FUNDING SOURCES</b>		<b>\$ 98,800</b>	<b>\$ -</b>
<b>TOTAL FUNDING SOURCES (DPH AND NON-DPH)</b>		<b>98,800</b>	<b>-</b>
<b>BHS UNITS OF SERVICE AND UNIT COST</b>			
Number of Beds Purchased			
SUD Only - Number of Outpatient Group Counseling Sessions			
SUD Only - Licensed Capacity for Narcotic Treatment Programs			
Payment Method	Cost Reimbursement (CR)		
DPH Units of Service/Hours to Bill (LOF)	4,036		4,036
Unit Type	Hours	0	
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only)	\$ 24.48	\$ -	
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)	\$ 24.48	\$ -	
Published Rate (Medi-Cal Providers Only)	\$ 24.48		<b>Total UDC</b>
Unduplicated Clients (UDC)	23		23

**Appendix B - DPH 3: Salaries & Employee Benefits Detail**

Contract ID Number 1000007166  
 Program Name 0-5  
 Program Code 38KY05

Appendix Number B-#2  
 Page Number 2  
 Fiscal Year 2023-2024  
 Funding Notification Date 08/07/23

	TOTAL		10000-251962-10000-10001670-0001		Dept-Auth-Proj-Activity		Dept-Auth-Proj-Activity	
Funding Term	07/01/23-06/30/24		07/01/23-06/30/24		(mm/dd/yy-mm/dd/yy):		(mm/dd/yy-mm/dd/yy):	
Position Title	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries
Program Director	0.04	\$ 4,963	0.04	\$ 4,963				
Mental Health Rehabilitation Specialist	0.04	\$ 2,779	0.04	\$ 2,779				
Clinical Supervisors	0.05	\$ 4,526	0.05	\$ 4,526				
Service Coordinator	0.04	\$ 2,600	0.04	\$ 2,600				
Clinicians	0.40	\$ 32,159	0.40	\$ 32,159				
Family Partner	0.03	\$ 2,382	0.03	\$ 2,382				
	0.00	\$ -						
	0.00	\$ -						
<b>Totals:</b>	0.60	\$ 49,409	0.60	\$ 49,409	0.00	\$ -	0.00	\$ -
<b>Employee Benefits:</b>	26.00%	\$ 12,846	26.00%	\$ 12,846	0.00%		0.00%	
<b>TOTAL SALARIES &amp; BENEFITS</b>		<b>\$ 62,255</b>		<b>\$ 62,255</b>		<b>\$ -</b>		<b>\$ -</b>

Appendix B - DPH 3: Salaries & Employee Benefits Detail

**Outpatient Services Only**

Contract ID Number 1000007166  
 Program Name 0-5  
 Program Code 38KY05

Appendix Number B-#2  
 Page Number 3  
 Fiscal Year 23-24  
 Funding Notification Date 08/07/23

	Total Budgeted FTE	Total Budgeted Salaries	Practitioner Type	Portion of FTE Providing Services to Clients	Portion of FTE Providing Program Support	FY23/24 Level of Effort (LOE) Target	10000-251962-10000-10001670-0001		Dept-Auth-Proj-Activity		Dept-Auth-Proj-Activity	
							FTE	Salaries	FTE	Salaries	FTE	Salaries
			Use the dropdown to select the appropriate Practitioner Type for all positions. Direct Patient Care Percentages are fixed by Practitioner Type using DHCS recommendations.	Include all billable and non-billable time for staff providing services to the client.	Include only time involved in program support activities. Examples include Program Director & QA.	LOE Formula: Column E (Estimated Direct Patient Care %) X Column F (Portion of FTE Providing Services to Clients) X 46 weeks X 40 hours						
<b>Funding Term</b>	07/01/23-06/30/24						07/01/23-06/30/24		(mm/dd/yy-mm/dd/yy):		(mm/dd/yy-mm/dd/yy):	
<b>Position Title</b>	<b>FTE</b>	<b>Salaries</b>					<b>FTE</b>	<b>Salaries</b>	<b>FTE</b>	<b>Salaries</b>	<b>FTE</b>	<b>Salaries</b>
Program Director	0.04	\$ 4,963	LPHA (MFT, LCSW, LPCC) Intern or Waivered LPHA (MFT, LCSW, LPCC) - 40%	-	0.46	-	0.04	\$ 4,963				
Mental Health Rehabilitation Specialist	0.04	\$ 2,779	Mental Health Rehab Specialist - 36%	0.46	-	304.70	0.04	\$ 2,779				
Clinical Supervisors	0.05	\$ 4,526	LPHA (MFT, LCSW, LPCC) Intern or Waivered LPHA (MFT, LCSW, LPCC) - 40%	-	0.55	-	0.05	\$ 4,526				
Service Coordinator	0.04	\$ 2,600	No DHCS Practitioner type applies. Non-billable (Peer)	-	0.46	-	0.04	\$ 2,600				
Clinicians	0.40	\$ 32,159	Licensed Psychiatric Technician - 40%	4.60	-	3,386	0.40	\$ 32,159				
Family Partner	0.03	\$ 2,382	Other Qualified Providers - Other Designated MH Staff that Bill Medical - 40%	0.47	-	345.92	0.03	\$ 2,382				
	0.00	\$ -										
<b>Totals:</b>	<b>0.60</b>	<b>\$ 49,409</b>		<b>5.53</b>	<b>1.47</b>	<b>4,036</b>	<b>0.60</b>	<b>\$ 49,409</b>	<b>0.00</b>	<b>\$ -</b>	<b>0.00</b>	<b>\$ -</b>
<b>Employee Benefits:</b>	26.00%	\$ 12,846					26.00%	\$ 12,846	0.00%		0.00%	
<b>TOTAL SALARIES &amp; BENEFITS</b>		<b>\$ 62,255</b>						<b>\$ 62,255</b>		<b>\$ -</b>		<b>\$ -</b>



**Appendix B - DPH 4: Operating Expenses Detail**

Contract ID Number 1000007166  
 Program Name 0-5  
 Program Code 38KY05

Appendix Number B-#2  
 Page Number 3  
 Fiscal Year 2023-2024  
 Funding Notification Date 08/07/23

Expense Categories & Line Items	TOTAL	251962-10000-10001670-0001	Dept-Auth-Proj-Activity	Dept-Auth-Proj-Activity
<b>Funding Term</b> 07/01/23-06/30/24		07/01/23-06/30/24	(mm/dd/yy-mm/dd/yy)	(mm/dd/yy-mm/dd/yy)
Rent	\$ 4,953	\$ 4,953		
Utilities (telephone, electricity, water, gas)	\$ 199	\$ 199		
Building Repair/Maintenance	\$ 238	\$ 238		
<b>Occupancy Total:</b>	<b>\$ 5,390</b>	<b>\$ 5,390</b>	<b>\$ -</b>	<b>\$ -</b>
Office Supplies	\$ 199	\$ 199		
Photocopying	\$ 40	\$ 40		
Program Supplies	\$ 159	\$ 159		
Postage and delivery	\$ 8	\$ 8		
Dues and Subscriptions	\$ 40	\$ 40		
<b>Materials &amp; Supplies Total:</b>	<b>\$ 446</b>	<b>\$ 446</b>	<b>\$ -</b>	<b>\$ -</b>
Training/Staff Development	\$ 1,402	\$ 1,402		
Insurance	\$ 79	\$ 79		
License	\$ 500	\$ 500		
Meeting	\$ 119	\$ 119		
Equipment Repair and Rental	\$ 79	\$ 79		
<b>General Operating Total:</b>	<b>\$ 2,179</b>	<b>\$ 2,179</b>	<b>\$ -</b>	<b>\$ -</b>
Local Travel	\$ 1,270	\$ 1,270		
	\$ -			
	\$ -			
<b>Staff Travel Total:</b>	<b>\$ 1,270</b>	<b>\$ 1,270</b>	<b>\$ -</b>	<b>\$ -</b>
Quality assurance allocation	\$ 6,352	\$ 6,352		
Facility and IT allocation	\$ 6,352	\$ 6,352		
Chief program officer allocation	\$ 1,668	\$ 1,668		
<b>Other Total:</b>	<b>\$ 14,372</b>	<b>\$ 14,372</b>	<b>\$ -</b>	<b>\$ -</b>
<b>TOTAL OPERATING EXPENSE</b>				
	<b>\$ 23,657</b>	<b>\$ 23,657</b>	<b>\$ -</b>	<b>\$ -</b>

**Appendix B - DPH 6: Contract-Wide Indirect Detail**Contractor Name A Better Way, IncPage Number 6Contract ID Number 1000007166Fiscal Year 2023-2024Funding Notification Date 8/7/23**1. SALARIES & EMPLOYEE BENEFITS**

<b>Position Title</b>	<b>FTE</b>	<b>Amount</b>
President CEO	0.15	\$ 27,000
Executive Administrative Assistant Administration	0.15	\$ 9,000
Director of Human Resources	0.15	\$ 21,000
People Operations Manager	0.15	\$ 12,750
People Operations and Employment Specialist	0.15	\$ 10,200
	Subtotal: 0.75	\$ 79,950
	Employee Benefits: 26.0%	\$ 20,787
	<b>Total Salaries and Employee Benefits:</b>	<b>\$ 100,737</b>

**2. OPERATING COSTS**

<b>Expenses (Use expense account name in the ledger.)</b>	<b>Amount</b>
Employee recognition	\$ 1,000
Payroll fees	\$ 2,000
Accounting fees	\$ 45,000
IT and computer services	\$ 200
Hiring expenses	\$ 4,000
Training	\$ 2,500
Meeting	\$ 1,500
Dues & subscriptions	\$ 200
telecommunications	\$ 1,000
Transportation mileage	\$ 250
Supplies	\$ 200
Postage and delivery	\$ 150
printing and production	\$ 150
Insurance	\$ 1,000
other taxes licenses and fees	\$ 500
repair and maintenance and equipment	\$ 558
Utilities	\$ 1,250
Bank charges	\$ 100
<b>Total Operating Costs</b>	<b>\$ 61,558</b>

<b>Total Indirect Costs</b>	<b>\$ 162,295</b>
-----------------------------	-------------------

**BUDGET JUSTIFICATION**

Contract ID Number 1000007166

Contractor Name **A Better Way, Inc.**Appendix Number **B#**Program Name **Out Patient and 0-5**

Fiscal Year 01/00/00

**1a) SALARIES**

Staff Position 1: Program Director					
Brief description of job duties: Oversees program performance, operations, and compliance. Assures fidelity to contract & standards. Serves as					
Minimum qualifications: Licensed in Mental Health discipline at least two years. Experience managing services within the Child Welfare					
Annual Salary:	Level of Effort	# Months per Year:	Annualized (if less than 12 months):	FTE	Amount
\$125,000.00	0.50	12	1.00	0.50	\$ 62,500

Staff Position 2: Mental Health Rehabilitation Specialist					
Brief description of job duties: Providing collateral, rehabilitation, and targeted case management services to client.					
Minimum qualifications: AA + 6 years' experience • BA + 4 years' experience • MS + 2 years' experience • MHRS eligible					
Annual Salary:	Level of Effort	# Months per Year:	Annualized (if less than 12 months):	FTE	Amount
\$70,000.00	0.50	12	1.00	0.50	\$ 35,000

Staff Position 3: Clinical Supervisors					
Brief description of job duties: Provides individual and team supervision to ensure clinical excellence and fidelity to TVS treatment best practices.					
Minimum qualifications: LCSW					
Annual Salary:	Level of Effort	# Months per Year:	Annualized (if less than 12 months):	FTE	Amount
\$95,000.00	0.60	12	1.00	0.60	\$ 57,000

Staff Position 4: Service Coordinator					
Brief description of job duties: Receives and manages referrals to ensure timely service. Assists with service related planning and transition					
Minimum qualifications: Bachelors degree.ability to navigate and work with electronic health records. Computer literacy.					
Annual Salary:	Level of Effort	# Months per Year:	Annualized (if less than 12 months):	FTE	Amount
\$65,500.00	0.50	12	1.00	0.50	\$ 32,750

Staff Position 5: Clinicians					
Brief description of job duties: Provide systemic family therapy services including therapeutic visits, psycho-education, assessment, treatment					
Minimum qualifications: MSW					
Annual Salary:	Level of Effort	# Months per Year:	Annualized (if less than 12 months):	FTE	Amount
\$81,000.00	5.00	12	1.00	5.00	\$ 405,000

Staff Position 6: Family Partners					
Brief description of job duties: Provide collateral services and resource linkages to engage and support parents					
Minimum qualifications: High School Diploma. Experience in navigating the child-welfare system- preferably- San Francisco County.					
Annual Salary:	Level of Effort	# Months per Year:	Annualized (if less than 12 months):	FTE	Amount
\$60,000.00	0.50	12	1.00	0.50	\$ 30,000

Total FTE: 48.00

Total Salaries: \$ 622,250

**1b) EMPLOYEE BENEFITS:**

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

	Amount
Employer tax	\$ 56,002.50
Medicare	
Unemployment Insurance	
Worker's Compensation	\$ 6,222.50
Health and Dental	\$ 87,115.00
Retirement	\$ 6,222.50
Paid Time Off	\$ 6,222.50

	Other (specify)
	Other (specify)

**Total Fringe Benefit:** 161,785

**Fringe Benefit %:** 26%

<b>TOTAL SALARIES &amp; EMPLOYEE FRINGE BENEFITS:</b>	<b>784,035</b>
---	----------------

**2) OPERATING EXPENSES:**

**Occupancy:** \_\_\_\_\_

Expense Item	Brief Description	Rate	Amount
Rent, Utilities and building repair and maintenance	allocated among programs housed in that facility based on SQ, as indicated in our cost allocation plan	5656.25/ month	67,875
<b>Total Occupancy:</b>			<b>67,875</b>

**Materials & Supplies:** \_\_\_\_\_

Expense Item	Brief Description	Rate	Amount
Office Supplies, Program material and Printing and production,	These costs are allocated among programs housed in that facility based on FTE, as indicated in our cost allocation plan.	416.67/month	5,000
<b>Total Materials &amp; Supplies:</b>			<b>5,000</b>

**General Operating:** \_\_\_\_\_

Expense Item	Brief Description	Rate	Amount
postage and delivery, dues and subscriptions, insurance, equipment repair and rental, taxes and fees, and meeting expenses	These costs are allocated among programs housed in that facility based on FTE, as indicated in our cost allocation plan.	\$341.67/ month	4,100
License and Fees	These costs are allocated among programs based on FTE, as indicated in our	\$525/month	6,300
<b>Total General Operating:</b>			<b>10,400</b>

**Staff Travel:** \_\_\_\_\_

Purpose of Travel	Location	Expense Item	Rate	Amount
homes/sites, attend meetings and trainings/conferences, and meet with county partners	Local Travel	Local fare	\$1333.33/ month	16,000
<b>Total Staff Travel:</b>				<b>16,000</b>

**Training/Staff Developments** \_\_\_\_\_

Expenses	Service Description	Rate	Amount
Training and staff developments	include training cost, Consultation with staff including and not limited to family	210/FTE/month	17,650
<b>Total Consultants/Subcontractors:</b>			<b>17,650</b>

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

Expense Item	Brief Description	Rate	Amount
--------------	-------------------	------	--------

Facilities and IT allocation	includes costs related to overall management of various facilities, including facility maintenance, purchasing of supplies and small equipment, ensuring that resources within each facility, i.e., copiers, postage machines, Wi-Fi, phone system, servers, etc. are in good working order, as well as costs related to other IT and connectivity. These costs are pooled in two cost centers and allocated to various program and supporting activities of the organization based on direct salaries and in accordance with our cost allocation plan. Based on experience, we expect this cost to be 12.86% of total salaries.	80000
Chief Program Officer allocation	Allocation includes costs related to the office of Chief Program Officer (CPO) including salaries, benefits, training, travel, and transportation, etc. The CPO oversees all the program activities of the organization. These costs are pooled in one cost center and are allocated to various program activities based on direct salaries and in accordance with our cost allocation plan. . Based on experience, we expect these costs to be 3.37% of total salaries	21000
Quality assurance and data allocation	includes costs related to Quality Assurance and Data Department, including salaries, benefits, training, travel, and transportation, etc. This Department is responsible to ensure program compliance with various rules, regulations, and funding source requirements. This Department also gathers and disseminates programmatic data necessary for reporting to various funding sources and other stakeholders. This Department's costs are pooled in one cost center and are allocated to programs benefiting from its functions based on direct salaries, in accordance with our cost allocation plan. Based on experience, we expect this cost to be 12.86% of total salaries.	80000
<b>Total Other:</b>		<b>181,000</b>

**TOTAL OPERATING EXPENSES: 297,925**

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

Capital Expense Item	Brief Description	Amount
<b>TOTAL CAPITAL EXPENSES:</b>		<b>-</b>
<b>TOTAL DIRECT EXPENSES:</b>		<b>1,081,960</b>

**4) INDIRECT EXPENSES**

Describe method and basis for Indirect Cost Allocation.	Amount
Indirect costs are incurred for common objectives and benefit all activities of the organization. They cannot be readily and specifically identified with one or more activity. ABW has identified costs pooled in its "Executive", "Finance" and "Human Resources" cost centers, collectively referred to as "administrative costs" as its indirect costs. The proposed budget includes 15% in indirect costs.	162,295

**Indirect Rate: 15%**  
**TOTAL INDIRECT EXPENSES: 162,295**

**TOTAL EXPENSES: 1,244,255**

**Appendix B - DPH 5: Capital Expenses Detail**

Contract ID Number \_\_\_\_\_  
 Program Name \_\_\_\_\_  
 Program Code \_\_\_\_\_

Appendix Number \_\_\_\_\_  
 Page Number \_\_\_\_\_  
 Fiscal Year 2023-2024  
 Funding Notification Date: 08/07/23

**1. Equipment**

Item Description	Quantity	Serial #/VIN #	Dept-Auth-Proj-Activity	Unit Cost	Total Cost
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
<b>Total Equipment Cost</b>					<u>\$ -</u>

**2. Remodeling**

Description	Total Cost
<b>Total Remodeling Cost</b>	<u>\$ -</u>

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

## APPENDIX E



San Francisco Department of Public Health  
Business Associate Agreement

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

**RECITALS**

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

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

**1. Definitions.**

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

## APPENDIX E



San Francisco Department of Public Health  
Business Associate Agreement

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

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

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

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

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

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

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

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

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

**k. Protected Health Information or PHI** means any information, including electronic PHI, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or



## APPENDIX E



San Francisco Department of Public Health  
Business Associate Agreement

with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Sections 160.103 and 164.501. For the purposes of this BAA, PHI includes all medical information and health insurance information as defined in California Civil Code Sections 56.05 and 1798.82.

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

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

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

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

## 2. Obligations of Business Associate.

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

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

## APPENDIX E



San Francisco Department of Public Health  
Business Associate Agreement

**c. Permitted Uses.** BA may use, access, and/or disclose Protected Information only for the purpose of performing BA's obligations for, or on behalf of, the City and as permitted or required under the Agreement and BAA, or as required by law. Further, BA shall not use Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so used by CE. However, BA may use Protected Information as necessary (i) for the proper management and administration of BA; (ii) to carry out the legal responsibilities of BA; (iii) as required by law; or (iv) for Data Aggregation purposes relating to the Health Care Operations of CE [45 C.F.R. Sections 164.502, 164.504(e)(2), and 164.504(e)(4)(i)].

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

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

**f. Appropriate Safeguards.** BA shall take the appropriate security measures to protect the confidentiality, integrity and availability of PHI that it creates, receives, maintains, or transmits on behalf of the CE, and shall prevent any use or disclosure of PHI other than as permitted by the Agreement or this

## APPENDIX E



San Francisco Department of Public Health  
Business Associate Agreement

BAA, including, but not limited to, administrative, physical and technical safeguards in accordance with the Security Rule, including, but not limited to, 45 C.F.R. Sections 164.306, 164.308, 164.310, 164.312, 164.314 164.316, and 164.504(e)(2)(ii)(B). BA shall comply with the policies and procedures and documentation requirements of the Security Rule, including, but not limited to, 45 C.F.R. Section 164.316, and 42 U.S.C. Section 17931. BA is responsible for any civil penalties assessed due to an audit or investigation of BA, in accordance with 42 U.S.C. Section 17934(c).

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

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

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

## APPENDIX E



San Francisco Department of Public Health  
Business Associate Agreement

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

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

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

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

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

## APPENDIX E



San Francisco Department of Public Health  
Business Associate Agreement

**o. Breach Pattern or Practice by Business Associate's Subcontractors and Agents.**

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

**3. Termination.**

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

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

**c. Effect of Termination.** Upon termination of the Agreement and this BAA for any reason, BA shall, at the option of CE, return or destroy all Protected Information that BA and its agents and subcontractors still maintain in any form, and shall retain no copies of such Protected Information. If return or destruction is not feasible, as determined by CE, BA shall continue to extend the protections and satisfy the obligations of Section 2 of this BAA to such information, and limit further use and disclosure of such PHI to those purposes that make the return or destruction of the information infeasible [45 C.F.R. Section 164.504(e)(2)(ii)(J)]. If CE elects destruction of the PHI, BA shall certify in writing to CE that such PHI has been destroyed in accordance with the Secretary's guidance regarding proper destruction of PHI. Per the Secretary's guidance, the City will accept destruction of electronic PHI in accordance with the standards enumerated in the NIST SP 800-88, Guidelines for Media Sanitization. The City will accept destruction of PHI contained in paper records by shredding, burning, pulping, or pulverizing the records so that the PHI is rendered unreadable, indecipherable, and otherwise cannot be reconstructed.

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

## APPENDIX E



San Francisco Department of Public Health  
Business Associate Agreement

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

**4. Amendment to Comply with Law.**

The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of the Agreement or this BAA may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the HIPAA regulations and other applicable state or federal laws relating to the security or confidentiality of PHI. The parties understand and agree that CE must receive satisfactory written assurance from BA that BA will adequately safeguard all Protected Information. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this BAA embodying written assurances consistent with the updated standards and requirements of HIPAA, the HITECH Act, the HIPAA regulations or other applicable state or federal laws. CE may terminate the Agreement upon thirty (30) days written notice in the event (i) BA does not promptly enter into negotiations to amend the Agreement or this BAA when requested by CE pursuant to this section or (ii) BA does not enter into an amendment to the Agreement or this BAA providing assurances regarding the safeguarding of PHI that CE, in its sole discretion, deems sufficient to satisfy the standards and requirements of applicable laws.

**5. Reimbursement for Fines or Penalties.**

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

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

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

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

Contractor Name:		Contractor City Vendor ID	
------------------	--	---------------------------	--

## PRIVACY ATTESTATION

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

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

### I. All Contractors.

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

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

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

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

ATTESTED by Privacy Officer or designated person	Name: (print)		Signature		Date	
--	---------------	--	-----------	--	------	--

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

EXCEPTION(S) APPROVED by OCPA	Name (print)		Signature		Date	
-------------------------------	--------------	--	-----------	--	------	--

Contractor Name:		Contractor City Vendor ID	
------------------	--	---------------------------	--

### DATA SECURITY ATTESTATION

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

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

#### I. All Contractors.

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

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

ATTESTED by Data Security Officer or designated person	Name: (print)		Signature		Date	
--	---------------	--	-----------	--	------	--

**III. \*EXCEPTIONS:** If you have answered "NO" to any question or believe a question is Not Applicable, please contact OCPA at **1-855-729-6040** or [compliance.privacy@sfdph.org](mailto:compliance.privacy@sfdph.org) for a consultation. All "No" or "N/A" answers must be reviewed and approved by OCPA below.

EXCEPTION(S) APPROVED by OCPA	Name (print)		Signature		Date	
-------------------------------	--------------	--	-----------	--	------	--



## **Appendix F**

### **Invoice**

Contractor shall submit invoices according to the procedures established by the Department of Public Health.

The Invoice Analyst for the City shall email the Contractor the appropriate invoice template to use.

Failure to use the provided invoice template by the City may result in delayed payments.

## **APPENDIX J**

### **Data Access Agreement**

#### **Article 1 Access**

##### **1.1 Revision to Scope of Access (RSA):**

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

##### **1.2 Primary and Alternate Agency Site Administrator.**

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

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

1.2.2 Communicating with the SFDPH IT Service Desk;

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

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

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

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

##### **1.3 SFDPH IT Service Desk.**

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

##### **1.4 Deprovisioning Schedule.**

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

##### **1.5 Active Directory.**

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

##### **1.6 Role Based Access.**

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

**1.7 Training Requirements.**

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

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

**1.8 Agency Data User Confidentiality Agreement.**

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

**1.9 Corrective Action.**

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

**1.10 User ID and Password.**

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

**1.11 Notification of Compromised Password.**

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

**1.12 Multi Factor Authentication.**

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

**1.13 Qualified Personnel.**

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

**1.14 Workstation/Laptop encryption.**

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

**1.15 Server Security.**

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

**1.16 Removable media devices.**

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

**1.17 Antivirus software.**

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

**1.18 Patch Management.**

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

**1.19 System Timeout.**

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

**1.20 Warning Banners.**

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

**1.21 Transmission encryption.**

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

**1.22 No Faxing/Mailing.**

City Data may not be faxed or mailed.

**1.23 Intrusion Detection.**

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

of the City.

**1.24 Security of PHI.**

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

#### **1.25 Data Security and City Data**

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

#### **1.26 Data Privacy and Information Security Program.**

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

#### **1.27 Disaster Recovery.**

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

#### **1.28 Supervision of Data.**

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

#### **1.29 As Is Access.**

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

**1.30 No Technical or Administrative Support.**

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

**1.31 City Audit of Agency and Agency Data Users.**

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

**1.32 Minimum Necessary.**

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

**1.33 No Re-Disclosure or Reporting.**

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

**1.34 Health Information Exchange.**

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

**1.35 Subcontracting.**

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

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

## **Article 2 Indemnity**

### **2.1 Medical Malpractice Indemnification.**

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

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

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

## **Article 3 Proprietary Rights and Data Breach**

### **3.1 Ownership of City Data.**

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

### **3.2 Data Breach; Loss of City Data.**

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

Agency shall take:

- i. prompt corrective action to mitigate any risks or damages involved with the breach or security incident and to protect the operating environment; and

- ii. any action pertaining to a breach required by applicable federal and state laws.

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

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

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

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

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

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

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



### 3.3 **Media Communications**

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

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

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

**A. SFDPH Care Link Requirements:**

**1. Connectivity.**

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

**2. Compliance with Epic Terms and Conditions.**

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

**3. Epic-Provided Terms and Conditions**

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

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

**A. SFDPH Epic Hyperspace and Epic Hyperdrive:**

**1. Connectivity.**

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

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

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

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

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

**A. SFDPH myAvatar via WebConnect and VDI:**

**1. Connectivity.**

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

**2. Information Technology (IT) Support.**

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

**3. Access Control.**

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

**Attachment 2 to Appendix J**

**Protected Information Destruction Order  
Purge Certification - Contract ID # 1000007166**

In accordance with section 3.c (Effect of Termination) of the Business Associate Agreement, attached as Appendix E to the Agreement between the City and Contractor dated July 1, 2017 (“Agreement”), the City hereby directs Contractor to destroy all Protected Information that Contractor and its agents and subcontractors (collectively “Contractor”) still maintain in any form. Contractor may retain no copies of destroyed Protected Information.” Destruction must be in accordance with the guidance of the Secretary of the U.S. Department of Health and Human Services (“Secretary”) regarding proper destruction of PHI.

**Electronic Data:** Per the Secretary’s guidance, the City will accept destruction of electronic Protected Information in accordance with the standards enumerated in the NIST SP 800-88, Guidelines for Data Sanitization (“NIST”).

**Hard-Copy Data:** Per the Secretary’s guidance, the City will accept destruction of Protected Information contained in paper records by shredding, burning, pulping, or pulverizing the records so that the Protected Information is rendered unreadable, indecipherable, and otherwise cannot be reconstructed.

\*\*\*\*\*

Contractor hereby certifies that Contractor has destroyed all Protected Information as directed by the City in accordance with the guidance of the Secretary of the U.S. Department of Health and Human Services (“Secretary”) regarding proper destruction of PHI.

**So Certified**

\_\_\_\_\_  
Signature

Title:  
\_\_\_\_\_

Date:  
\_\_\_\_\_

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

**Agreement between the City and County of San Francisco and**

**A Better Way  
Contract ID: 1000007166**

This Agreement is made this 1st day of July, 2017, in the City and County of San Francisco, State of California, by and between **A Better Way, 3200 Adeline Street, Berkeley, CA 94703** ("Contractor") and City.

**Recitals**

WHEREAS, the Department of Public Health ("Department") wishes to provide mental health and substance abuse treatment services; and,

WHEREAS, this Agreement was competitively procured as required by San Francisco Administrative Code Chapter 21.1 through RFP-01-2017 and RFP-33-2016, Request for Proposals ("RFP's") issued on March 7, 2017 and November 2, 2016 respectively, in which City selected Contractor as the highest qualified scorer pursuant to the RFP's;

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

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

WHEREAS, approval for this Agreement was obtained when the Civil Service Commission approved Contract numbers 46987-16/17 on June 19, 2017;

Now, THEREFORE, the parties agree as follows:

**Article 1      Definitions**

The following definitions apply to this Agreement:

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

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

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

1.4 "Contractor" or "Consultant" means **A Better Way, 3200 Adeline Street, Berkeley, CA 94703.**

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

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

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

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

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

## **Article 2 Term of the Agreement**

2.1 The term of this Agreement shall commence on the latter of: (i) July 1, 2017; or (ii) the Effective Date and expire on December 31, 2021, unless earlier terminated as otherwise provided herein.

## **Article 3 Financial Matters**

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

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

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

3.3 **Compensation.**

**Payment.** Contractor shall provide an invoice to the City on a monthly basis for Services completed in the immediate preceding month, unless a different schedule is set out in Appendix B, "Calculation of Charges." Compensation shall be made for Services identified in the invoice that the Director of Health, in his or her sole discretion, concludes has been satisfactorily performed. Payment shall be made within 30 calendar days of receipt of the invoice, unless the City notifies the Contractor that a dispute as to the invoice exists. In no event shall the amount of this Agreement exceed **Nine Million Three Hundred Twenty Seven Thousand Thirty Three Dollars (\$9,327,033)** for the period of July 1, 2017 through December 31, 2021. The breakdown of charges associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein. A portion of payment may be withheld until conclusion of the Agreement if agreed to by both parties as retainage, described in Appendix B. In no event shall City be liable for interest or late charges for any late payments.

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

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

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

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

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

(a) All City vendors receiving new contracts, contract renewals, or contract extensions must sign up to receive electronic payments through, the City's Automated Clearing House (ACH)

payments service/provider. Electronic payments are processed every business day and are safe and secure. To sign up for electronic payments, visit [www.sfgov.org/ach](http://www.sfgov.org/ach).

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

### 3.3.6 Grant Funded Contracts.

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

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

3.4.1 Contractor shall annually have its books of accounts audited by a Certified Public Accountant and a copy of said audit report and the associated management letter(s) shall be transmitted to the Director of Public Health or his /her designee within one hundred eighty (180) calendar days following Contractor's fiscal year end date. If Contractor expends \$750,000 or more in Federal funding per year, from any and all Federal awards, said audit shall be conducted in accordance with OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations. Said requirements can be found at the following website address: <http://www.whitehouse.gov/omb/circulars/a133/a133.html>.

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

3.4.2 The Director of Public Health or his / her designee may approve a waiver of the audit requirement in Section 3.4.1 above, if the contractual Services are of a consulting or personal services nature, these Services are paid for through fee for service terms which limit the City's risk with such contracts, and it is determined that the work associated with the audit would produce undue burdens or costs and would provide



minimal benefits. A written request for a waiver must be submitted to the DIRECTOR ninety (90) calendar days before the end of the Agreement term or Contractor's fiscal year, whichever comes first.

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

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

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

#### **Article 4 Services and Resources**

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

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

4.3 **Subcontracting.** Contractor may subcontract portions of the Services only upon prior written approval of City. Contractor is responsible for its subcontractors throughout the course of the work required to perform the Services. All Subcontracts must incorporate the terms of Article 10 "Additional Requirements Incorporated by Reference" of this Agreement, unless inapplicable. Neither Party shall, on the basis of this Agreement, contract on behalf of, or in the name of, the other Party. Any agreement made in violation of this provision shall be null and void.

4.3.1 Contractor will not employ subcontractors.

**Page 5 of 24**

Original Agreement, Contract ID# 1000007166  
P-600 (2-17; DPH 8-17)

A Better Way  
July 1, 2017

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

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

4.4.2 **Payment of Employment Taxes and Other Expenses.** Should City, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Division, or both, determine that Contractor is an employee for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Contractor which can be applied against this liability). City shall then forward those amounts to the relevant taxing authority. Should a relevant taxing authority determine a liability for past services performed by Contractor for City, upon notification of such fact by City, Contractor shall promptly remit such amount due or arrange with City to have the amount due withheld from future payments to Contractor under this Agreement (again, offsetting any amounts already paid by Contractor which can be applied as a credit against such liability). A determination of employment status pursuant to the preceding two paragraphs shall be solely for the purposes of the particular tax in question, and for all other purposes of this Agreement, Contractor shall not be considered an employee of City. Notwithstanding the foregoing, Contractor agrees to indemnify and save harmless City and its officers, agents and employees from, and, if requested, shall defend them against any and all claims, losses, costs, damages, and expenses, including attorneys' fees, arising from this section.

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

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

4.7 **Reserved. Liquidated Damages.**

4.8 **Reserved. Bonding Requirements.**

## **Article 5 Insurance and Indemnity**

### **5.1 Insurance.**

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

- (a) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than \$1,000,000 each accident, injury, or illness; and
- (b) Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; policy must include Abuse and Molestation coverage.
- (c) Commercial Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence, "Combined Single Limit" for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.
- (d) Professional liability insurance, applicable to Contractor's profession, with limits not less than \$1,000,000 each claim with respect to negligent acts, errors or omissions in connection with the Services.
- (e) Blanket Fidelity Bond or Crime Policy with limits of in the amount of any Initial Payment included under this Agreement covering employee theft of money written with a per loss limit.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **Article 6      Liability of the Parties**

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

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

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

## **Article 7      Payment of Taxes**

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

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

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

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

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

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

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

## **Article 8 Termination and Default**

### **8.1 Termination for Convenience**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8.1.5 In arriving at the amount due to Contractor under this Section, City may deduct: (i) all payments previously made by City for Services covered by Contractor's final invoice; (ii) any claim which

City may have against Contractor in connection with this Agreement; (iii) any invoiced costs or expenses excluded pursuant to the immediately preceding subsection 8.1.4; and (iv) in instances in which, in the opinion of the City, the cost of any Service performed under this Agreement is excessively high due to costs incurred to remedy or replace defective or rejected Services, the difference between the invoiced amount and City's estimate of the reasonable cost of performing the invoiced Services in compliance with the requirements of this Agreement.

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

**8.2 Termination for Default; Remedies.**

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

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

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

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

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

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



8.2.2 On and after any Event of Default, City shall have the right to exercise its legal and equitable remedies, including, without limitation, the right to terminate this Agreement or to seek specific performance of all or any part of this Agreement. In addition, where applicable, City shall have the right (but no obligation) to cure (or cause to be cured) on behalf of Contractor any Event of Default; Contractor shall pay to City on demand all costs and expenses incurred by City in effecting such cure, with interest thereon from the date of incurrence at the maximum rate then permitted by law. City shall have the right to offset from any amounts due to Contractor under this Agreement or any other agreement between City and Contractor: (i) all damages, losses, costs or expenses incurred by City as a result of an Event of Default; and (ii) any liquidated damages levied upon Contractor pursuant to the terms of this Agreement; and (iii), any damages imposed by any ordinance or statute that is incorporated into this Agreement by reference, or into any other agreement with the City.

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

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

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

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

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

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

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

## **Article 9 Rights In Deliverables**

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

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

## **Article 10 Additional Requirements Incorporated by Reference**

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

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

10.3 **Prohibition on Use of Public Funds for Political Activity.** In performing the Services, Contractor shall comply with San Francisco Administrative Code Chapter 12G, which prohibits funds appropriated by the City for this Agreement from being expended to participate in, support, or attempt to

influence any political campaign for a candidate or for a ballot measure. Contractor is subject to the enforcement and penalty provisions in Chapter 12G.

10.4 **Reserved.**

10.5 **Nondiscrimination Requirements**

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

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

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

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

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

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

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

Contractor agrees in the performance of this Agreement to maintain a drug-free workplace by notifying employees that unlawful drug use is prohibited and specifying what actions will be taken against employees for violations; establishing an on-going drug-free awareness program that includes employee notification and, as appropriate, rehabilitation. Contractor can comply with this requirement by implementing a drug-free workplace program that complies with the Federal Drug-Free Workplace Act of 1988 (41 U.S.C. § 701) [or California Drug-Free Workplace Act of 1990 Cal. Gov. Code, § 8350 et seq., if state funds involved].

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

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

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

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

**10.14.1** Contractor agrees to comply fully with and be bound by all of the provisions of Chapter 12T, "City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions," of the San Francisco Administrative Code ("Chapter 12T"), including the remedies provided, and implementing regulations, as may be amended from time to time. The provisions of Chapter 12T are incorporated by reference and made a part of this Agreement as though fully set forth herein. The text of the Chapter 12T is available on the web at <http://sfgov.org/olse/fco>. Contractor is required to comply with all of

the applicable provisions of 12T, irrespective of the listing of obligations in this Section. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 12T.

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

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

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

10.17 **Reserved. (Sugar-Sweetened Beverage Prohibition).**

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

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

## **Article 11 General Provisions**

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

To CITY: Office of Contract Management and  
Compliance  
Department of Public Health

1380 Howard Street, Room 420B  
San Francisco, California 94103

FAX: (415) 252-3088  
e-mail: annalie.eusebio@sfdph.org

And: Valerie Wiggins, Program Manager  
Contract Development and Technical  
Assistance

1380 Howard Street, 5<sup>th</sup> Floor  
San Francisco, CA 94103

FAX: (415) 255-3928  
e-mail: valerie.wiggins@sfdph.org

To CONTRACTOR: David Channer, CEO

A Better Way  
3200 Adeline Street  
Berkeley, CA 94703

FAX: (510) 601-4002  
e-mail: dchanner@abetterwayinc.net

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

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

**11.3 Reserved. (Payment Card Industry ("PCI") Requirements)**

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

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

**11.6 Dispute Resolution Procedure.**

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

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

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

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

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

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

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

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

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

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

## **Article 12 Department Specific Terms**

### 12.1 Third Party Beneficiaries.

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

### 12.2 Certification Regarding Lobbying.

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

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

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

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

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

### 12.3 Materials Review.

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

### 12.4 Emergency Response.

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



is advised that Community Programs Contract Compliance Section staff will review these plans during a compliance site review. Information should be kept in an Agency/Program Administrative Binder, along with other contractual documentation requirements for easy accessibility and inspection

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

## **Article 13     Data and Security**

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

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

13.1.2 In the performance of Services, Contractor may have access to City's proprietary or confidential information, the disclosure of which to third parties may damage City. If City discloses proprietary or confidential information to Contractor, such information must be held by Contractor in confidence and used only in performing the Agreement. Contractor shall exercise the same standard of care to protect such information as a reasonably prudent contractor would use to protect its own proprietary or confidential information.

### **13.2     Reserved.**

### **13.3     Business Associate Agreement.**

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

**The parties acknowledge that CONTRACTOR is (note: a CONTRACTOR can be both a Covered Entity and a Business Associate):**

1.  **CONTRACTOR will create, receive, maintain, transmit, or access SFDPH PHI And is a Covered Entity<sup>1</sup> as defined under HIPAA;**

---

<sup>1</sup> **A Covered Entity is defined under HIPAA as one of the following:**

- a. **Health Care Providers** (doctors, clinics, psychologists, pharmacies, nursing homes)
- b. **Health Plans** (Health insurance companies, HMOs, company health plans, government programs that pay for health care).
- c. **Health Care Clearinghouse** (Not Applicable to SFDPH contracts)

Page 21 of 24

Original Agreement, Contract ID# 1000007166  
P-600 (2-17; DPH 8-17)

A Better Way  
July 1, 2017

Complete the following attached documents, incorporated to this Agreement as though fully set forth herein:

- a. Appendix E SFDPH Protected Information Privacy & Security Agreement (PSA) (06-21-2017)
- b. SFDPH Attestation 1 PRIVACY (06-07-2017)
- c. SFDPH Attestation 2 DATA SECURITY (06-07-2017)

2.  **CONTRACTOR will create, receive, maintain, transmit, or access SFDPH PHI And is NOT a Covered Entity<sup>1</sup> as defined under HIPAA, or is a Covered Entity functioning as Business Associate in providing services;**

Complete the following attached documents, incorporated to this Agreement as though fully set forth herein :

- a. Appendix E SFDPH Business Associates Agreement (BAA) (08-04-2017)
- b. SFDPH Attestation 1 PRIVACY (06-07-2017)
- c. SFDPH Attestation 2 DATA SECURITY (06-07-2017)

3.  **CONTRACTOR will NOT create, receive, maintain, transmit, or access SFDPH PHI;**

Appendix E and attestations are not required.

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

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

#### **Article 14 MacBride And Signature**

---

**Source:** <https://www.hhs.gov/hipaa/for-professionals/covered-entities/index.html>  
[https://privacyruleandresearch.nih.gov/pr\\_06.asp](https://privacyruleandresearch.nih.gov/pr_06.asp)

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



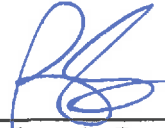
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day first mentioned above.


**CITY**

**CONTRACTOR**

Recommended by:

A Better Way

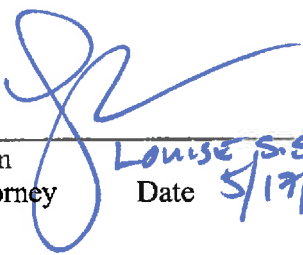
 5/22/18  
Barbara A. Garcia, MPA Date  
Director of Health  
Department of Public Health

 5/17/18  
David Channer Date  
Interim Executive Director  
3200 Adeline Street  
Berkeley, CA 94703


Supplier ID: 0000026510

Approved as to Form:

Dennis J. Herrera  
City Attorney

By:   
Julie Van Nostern Louise S. Simpson  
Deputy City Attorney Date 5/17/18

Approved:

  
Jaci Fong Date  
Director of the Office of Contract Administration, and  
Purchaser

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

RECEIVED  
18 MAY 25 AM 3:02  
PURCHASING DEPARTMENT



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

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

1. **Terms**

A. Contract Administrator:

In performing the Services hereunder, Contractor shall report to **Valerie Wiggins**, 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.

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.



for health care facilities and based on the Francis J. Curry National Tuberculosis Center: **Template for Clinic Settings**, as appropriate.

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

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

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

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

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

J. Aerosol Transmissible Disease Program, Health and Safety:

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

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

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

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

K. Acknowledgment of Funding:

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

L. Client Fees and Third Party Revenue:

(1) Fees required by Federal, state or City laws or regulations to be billed to the client, client's family, Medicare or insurance company, shall be determined in accordance with the client's ability to pay and in conformance with all applicable laws. Such fees shall approximate actual



cost. No additional fees may be charged to the client or the client's family for the Services. Inability to pay shall not be the basis for denial of any Services provided under this Agreement.

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

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

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

N. Patients' Rights:

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

O. Under-Utilization Reports:

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

P. Quality Improvement:

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

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

Q. Working Trial Balance with Year-End Cost Report

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

R. Harm Reduction

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

S. Compliance with Behavioral Health Services Policies and Procedures

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

T. Fire Clearance



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

U. Clinics to Remain Open:

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

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

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

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

V. Compliance with Grant Award Notices:

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

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

**2. Description of Services**

Contractor agrees to perform the following Services:

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

Detailed description of services are listed below and are attached hereto

Appendix A-1 – Outpatient Mental Health Services





Appendix A-2 – Early Childhood Mental Health Services  
Appendix A-3 – Therapeutic Visitation Services

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



<b>Contractor Name:</b> A Better Way	<b>Appendix A- 1</b>
<b>Program Name:</b> Out Patient Services	<b>Contract Term:</b> 1/01/18 – 06/31/18
	<b>Funding Source:</b> SDMC FFP CYF, PSR-EPSDT 2011, MH WO HSA GF Match, MH WO HSA CH CWS, MH CYF General Funds

**1. Identifiers:**

**Program Name:** A Better Way (January 2018 – June 2018)  
 Outpatient Mental Health Program

**Program Address:** 2017 Mission Street, 2<sup>nd</sup> Floor  
**City, State, ZIP:** San Francisco, CA 94110  
**Telephone/FAX:** 415-710-1050/415-715-1051  
**Website Address:** www.abetterwayinc.net

**Contractor Address:** 3200 Adeline Street  
**City, State, ZIP:** Berkeley, CA 94703  
**Executive Director/Program Director:** Shahnaz Mazandarani (ED) Barry Feinberg (CPO)  
**Telephone:** 510-601-0203  
**Email Address:** SMazanarani@abetterwayinc.net (ED) BFeinberg@abetterwayinc.net (CPO)

**Program Code(s):** 38KYOP (A Better Way-SF Outpatient)

**2. Nature of Document:**

Original/Renewal       Contract Amendment       Internal Contract Revision

**3. Goal Statement:** To help ameliorate the emotional and behavioral issues for children ages birth to 21 years within a system of care, which helps assure client permanency, safety, and well-being.

**4. Target Population:** Children ages birth to 21 years with an open case with the San Francisco County Human Services Agency and their families and who have full scope San Francisco County Medi-Cal coverage. Children birth to 18 years will be admitted into the program. Children may receive services until age 21 years.

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

<b>Units of Service (UOS) Description</b> 1 UOS = 1 Staff Minute	<b>Units of Service (UOS)</b>	<b>Unduplicated Clients (UDC)</b>
Case Management Brokerage - .16 FTE x 2342 minutes/week x 23 x 90.88 level of effort (LOE)% = 7823 UOS	7823	20
Mental Health - 4.43 FTE x 2327 minutes/week x 23 x 69.534 level of effort (LOE)% = 164,882 UOS	164,882	45
<b>Total UOS Delivered</b>	<b>172,705</b>	
<b>Total UDC</b>		<b>45</b>



<b>Contractor Name:</b> A Better Way	<b>Appendix A- 1</b>
<b>Program Name:</b> Out Patient Services	<b>Contract Term:</b> 1/01/18 – 06/31/18
	<b>Funding Source:</b> SDMC FFP CYF, PSR-EPSDT 2011, MH WO HSA GF Match, MH WO HSA CH CWS, MH CYF General Funds

\* **Level of Effort:** The level of effort falls below expected range due to: inconsistency in clients and their careers/families keeping appointments or arriving on time; the complexity of the cases, which require coordination of services between multiple internal providers; struggles with engagement; the complexity of the cases and level of trauma the clients and families have experienced, providers require ample support/supervision to meet the complex needs of the clients and their careers/families.

## 6. Methodology:

### Direct Client Services

A. Outreach, recruitment, promotion, and advertisement: A Better Way has an on-going collaboration with San Francisco Foster Care Mental Health (FCMH) and Human Services Agency (HSA) each serving as our primary source of referrals.

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

Criteria: Clients are eligible for services if they: 1) have an open case through Human Services Agency; 2) meet medical necessity and display behavioral health symptoms that can ameliorated by services; 3) have EPSDT/San Francisco full-scope Medi-Cal coverage.

Process: Protective Social Workers (PSW) from HSA refer children and their families to FCMH who in turn refer eligible clients for outpatient mental health services. Once we receive the complete referral paperwork packet from FCMH, we connect with the PSW and family to begin our services.

C. Service delivery model

Treatment Modalities: Within an overarching relationship-based framework, we utilize Evidence Based Practices (EBPs) and Outcome Informed Practices as indicated by client need. Interventions include: Trauma Focuses Cognitive Behavioral Therapy; Safety Organized Practice; Parent-Child Interaction Therapy; Child Parent Psychotherapy; Motivational Interviewing; Cognitive Behavioral Therapy; Attachment, Regulation and Competencies; Neurosequential Model of Therapeutics; and evidence-based element from these and other EBPs.



<b>Contractor Name:</b> A Better Way	<b>Appendix A- 1</b>
<b>Program Name:</b> Out Patient Services	<b>Contract Term:</b> 1/01/18 – 06/31/18
	<b>Funding Source:</b> SDMC FFP CYF, PSR-EPSDT 2011, MH WO HSA GF Match, MH WO HSA CH CWS, MH CYF General Funds

Phases of Treatment:

- **Engagement Phase:** Clients and families will engage in a 60 day EPSDT and medical necessity assessment through clinical interviews, behavioral observations, and any indicated standardized assessment tools (including CANS). During the 60 day period, clinicians will work with the client and family to obtain information, build rapport, and establish medical necessity. During the initial 60 day assessment period, the clinician will also work with the client and family to create agreed upon treatment plan goals and objectives. Clinicians will work with Protective Social Workers (PSW) to gather information on safety concerns and permanency planning issues that may be relevant to the mental health needs of the client.
- **Service Delivery Phase:** Based on CANS assessment and clinical formulation, treatment providers will provide services including individual therapy, dyadic therapy, family collateral sessions, parent collateral sessions, case management, plan development, individual rehabilitation and crisis intervention. Ongoing collaboration with members of the child’s support team (biological family, foster parents, Human Service Agency workers, attorneys, etc.) will take place to develop progressive, permanency-informed treatment goals.

**Hours of Operation:** Open 9:00 am-5:00 pm Monday –Friday. After 5:00 pm appointments are available as needed.

**Length of Stay:** Average length of treatment will be six to twelve months depending on the needs of the client and family.

**Location of Service Delivery:** Locations are dependent on the need of the family and client. Locations include: A Better Way’s San Francisco Offices, other A Better Way offices (e.g. Oakland, Berkeley, Fairfield) and surrounding Bay Area community locations (client’s home, foster home, school, and community spaces, such as parks, Family Resource Centers, community recreation centers, public libraries, and churches).

**Frequency and Duration of Services:** Maximum frequency and duration of services will be determined by the level of medical necessity. Within these limits and the EPSDT standards, the actual frequency and duration of services will be determined through collaborative treatment planning with the client and family and with respect to input from the PSW.

**Strategies for Service Delivery:** Services will be Evidence-based and Outcomes Informed as indicated by client needs.





<b>Contractor Name:</b> A Better Way	<b>Appendix A- 1</b>
<b>Program Name:</b> Out Patient Services	<b>Contract Term:</b> 1/01/18 – 06/31/18
	<b>Funding Source:</b> SDMC FFP CYF, PSR-EPSDT 2011, MH WO HSA GF Match, MH WO HSA CH CWS, MH CYF General Funds

**D. Discharge Planning and exit criteria and process**

- **Exit criteria:** There is no specific criterion needed for clients to be discharged. However, termination of services will take place if there is lack of medical necessity (e.g. through successful completion of treatment goals and amelioration of emotional and behavioral issues) or if eligibility criteria are no longer in place (e.g. child placed out of county with discontinuation of San Francisco County full-scope coverage; case with Human Services Agency closes and there is no clear significant clinical need for ongoing services).
- **Process:** During the 12-month initial authorization period, the treatment team will collaborate with family and support team to determine treatment goals. Once treatment goals have been successfully completed and medical necessity is no longer met, termination will take place. After the initial authorization period, treatment will continue and be reauthorized on 3- or 6- month cycles. During the reauthorization cycles, once medical necessity is no longer met due to amelioration of emotional and behavioral issues, termination will also take place. The treatment team will collaborate with the family and PSW to ensure that clients are connected with ongoing support services, if appropriate.

**E. Program staffing:** Mental Health Services are provided by Marriage and Family Therapists, Marriage and Family Therapist Interns, Licensed Clinical Social Workers, Associate Social Workers, Licensed Psychologists, Waivered Psychologists, or other trained staff (e.g. Mental Health Rehabilitation Specialists) who are qualified to deliver EPSDT services to the target population. Staff also includes: licensed clinical supervisors; licensed program director; intake coordinator; office management; chief program officer; and quality assurance staff.

**F. Vouchers**

**7. Objectives and Measurements:** All objectives and corresponding measurements are contained in the CBHS document entitled *CBHS Performance Objectives FY 17-18*.

**8. Continuous Quality Improvement:** Our program’s CQI activities include the following:

**Achievement of contract performance objectives and productivity:** A Better Way monitors contract utilization and productivity on an ongoing manner. We have dashboards to help managers track contract fulfillment by comparing projected services to actual services on a weekly, monthly, and ‘year-to-date’ basis. We also have additional tools to help service providers and supervisors to adjust a provider’s time-management and caseload as needed. Our productivity projections are carefully calibrated to account for fluctuations caused by predictable factors such as the number of workdays in each month or summer/winter holidays/vacations. Productivity standards are clarified to all services providers and are managed as an ongoing part of supervision.



<b>Contractor Name:</b> A Better Way	<b>Appendix A- 1</b>
<b>Program Name:</b> Out Patient Services	<b>Contract Term:</b> 1/01/18 – 06/31/18
	<b>Funding Source:</b> SDMC FFP CYF, PSR-EPSDT 2011, MH WO HSA GF Match, MH WO HSA CH CWS, MH CYF General Funds

Documentation of quality and internal audits: Our service documentation goes through multiple levels of Quality Assurance and Internal Review.

- All providers are carefully trained in Medi-Cal documentation standards
- Our Electronic Health Records (Avatar and ECHO) help reduce errors in entries
- Provider documentation is reviewed by a supervisor upon completion
- Our Quality Assurance conducts compliance reviews for all charts at the following intervals: 60 days post episode opening; semi-annual (6-8 months) post episode opening; annual post episode opening; after the first year at 3- or 6-month intervals, at discharge.
- All charts are reviewed for clinical review outside of weekly clinical supervision at least twice time during the first year, then at 3- or 6-month intervals after the first year.
- Feedback and corrections from all chart reviews are shared with supervisors and clinicians to assure continuous quality improvement
- Reports on timeliness of notes are generated monthly and distributed to supervisors to share with supervisees.

Cultural humility of staff and services: A Better Way places a great deal of attention and training our staff in cultural humility. Assessment of staff cultural humility levels is monitored through regular supervision and periodic case presentations. A Better Way regularly seeks out trainings that target cultural humility of staff.

Client satisfaction: A Better Way distributes client satisfaction surveys twice annually. We also strive to create an environment of trust such that clients feel safe in sharing their feedback directly to our treatment team.

Timely completion and use of outcome data, including CANS: A Better Way utilizes the CANS for all clients. Additionally, we also ask the treatment team to administer standardized self-report measures for older children (e.g. Youth Self Report, trauma Symptom Checklist for Children) as well as caregiver-report questionnaires for all children (e.g. Child Behavior Checklist, Trauma Symptom Checklist for Young Children) and teacher reports if appropriate (e.g. Teacher Report Form). The treatment team also utilizes CANS ratings and dashboards as a collaborative tool and framework with families and children to discuss and monitor strengths and needs that influence treatment planning. Our CQI team (comprise of QA and clinical leadership) are engaged in ongoing efforts to broaden and improve the integration of CANS data into more aspects of our decision making.

## 9. Required Language: N/A



<b>Contractor Name:</b> A Better Way	<b>Appendix A-2</b>
<b>Program Name:</b> Outpatient 0-5	<b>Contract Term:</b> 01/01/18 – 06/31/18
	<b>Funding Source:</b> SDMC FFP CYF, PSR-EPSDT 2011, MH WO HSA GF Match, MH WO HSA CH CWS, MH CYF General Funds

**1. Identifiers:**

**Program Name:** A Better Way (January 2018 – June 2018)  
Early Childhood Mental Health Program

**Program Address:** 2017 Mission Street, 2<sup>nd</sup> Floor  
**City, State, ZIP:** San Francisco, CA 94110  
**Telephone/FAX:** 415-710-1050/415-715-1051  
**Website Address:** [www.abetterwayinc.net](http://www.abetterwayinc.net)

**Contractor Address:** 3200 Adeline Street  
**City, State, ZIP:** Berkeley, CA 94703

**Executive Director/Program Director:** Shahnaz Mazandarani (ED) Barry Feinberg (CPO)  
**Telephone:** 510-601-0203  
**Email Address:** SMazanarani@abetterwayinc.net (ED) BFeinberg@abetterwayinc.net(CPO)  
**Program Code(s):** 38KY05 (A Better Way-SF Early Childhood Mental Health Services)

**2. Nature of Document:**

Original/Renewal       Contract Amendment       Internal Contract Revision

**3. Goal Statement:** To help ameliorate emotional and behavioral symptoms and enhance the overall social-emotional and developmental functioning of children ages birth to 5 within a system of care. Our services aim to prevent severe and long-term consequences of emotional and behavioral problems

**4. Target Population:**

San Francisco County children ages birth to 5 years with full scope Medi-Cal who have been identified as having or at imminent risk for having emotional or behavioral disturbances.

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

Units of Service (UOS) Description	Units of Service (UOS)	Unduplicated Clients (UDC)
Case Management Brokerage - Minutes .01 FTE x 2379 minutes/week x 23 x 84.42% level of effort (LOE) = 462 UOS	462	4
Mental Health - Minutes .72 FTE x 2327 minutes/week x 23 x 70.327% level of effort (LOE) = 27,137 UOS	27,104	7
<b>Total UOS Delivered</b>	<b>27,566 minutes</b>	
<b>Total UDC Served</b>		7



<b>Contractor Name:</b> A Better Way	<b>Appendix A-2</b>
<b>Program Name:</b> Outpatient 0-5	<b>Contract Term:</b> 01/01/18 – 06/31/18
	<b>Funding Source:</b> SDMC FFP CYF, PSR-EPSDT 2011, MH WO HSA GF Match, MH WO HSA CH CWS, MH CYF General Funds

**\*Level of Effort:** The level of effort falls below expected range due to: inconsistency in clients and their careers/families keeping appointments or arriving on time; the complexity of the cases, which require coordination of services between multiple internal providers; struggles with engagement; the complexity of the cases and level of trauma the clients and families have experienced, providers require ample support/supervision to meet the complex needs of the clients and their careers/families.

## 6. Methodology:

**Indirect Services (programs that do not provide direct client services):** Describe how the program will deliver the purchased services.

**Direct Client Services:** Describe how services are delivered and what activities will be provided, addressing, how, what, and where for each section below:

### A. Outreach, recruitment, promotion, and advertisement

Linkages have been established with community agencies that serve as referral sources for our Early Childhood Mental Health Services, including: Infant Parent Program; Child Trauma Research Program; Public Health Nursing; Zero to Three Programs; Wu Yee Child and family Services; Hamilton Family Center; Bayview Family Resource Center; Ashbury House; Golden Gate Regional Center; and Foster Care Mental Health Meetings with HAS representatives. Additional outreach activities include the development of relationships with preschools, childcare centers, pediatricians, WIC, Early Head Start, and other community agencies.

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

**Criteria:** Clients are eligible for services if they: 1) meet medical necessity and display behavioral health symptoms that can ameliorated by services; 2) are between birth and five years of age; and 3) have EPSDT/San Francisco full-scope Medi-Cal coverage.

**Process:** Clients are referred by community agencies to our intake coordinator. Our intake coordinator will assign a clinician to work with the family for the initial assessment period. Clients will be assessed within the first 60 days for EPSDT eligibility and medical necessity. Clients who do not meet eligibility criteria will be referred to other community agencies/resources.

### C. Service delivery model

**Treatment Modalities:** Services will primarily involve dyadic (infant-carer/parent) therapy and other evidence based practices and outcome informed practices within an overarching relationship-based framework as indicated by client need. Interventions include: Safety Organized Practice; Attachment, Regulation, and Competencies (ARC), Neurosequential Model of Therapeutics, Child Parent Psychotherapy; Parent-Child Interaction therapy; along with additional attachment-based play therapy, child-specific developmental guidance, and parent support groups.





<b>Contractor Name:</b> A Better Way	<b>Appendix A-2</b>
<b>Program Name:</b> Outpatient 0-5	<b>Contract Term:</b> 01/01/18 – 06/31/18
	<b>Funding Source:</b> SDMC FFP CYF, PSR-EPSDT 2011, MH WO HSA GF Match, MH WO HSA CH CWS, MH CYF General Funds

Phases of Treatment

- Engagement Phase: Clients and families will engage in a 60 day EPSDST and medical necessity assessment through clinical interview, behavioral observations, and any indicated standardized assessment tools (including CANS, Ages and Stages Questionnaire). During the 60 day period, clinicians will work with the client and family to obtain information, build rapport, and establish medical necessity. During the initial 60 day assessment period, the clinician will also work with the client and family to create agreed upon treatment plan goals and objectives.
- Service Delivery Phase: Based on CANS assessment and clinical formulation, treatment providers will provide services including, but not limited to infant-carer/parent therapy, family collateral sessions, parental collateral, case management and plan development. Ongoing collaboration with members of the child’s support team (e.g. family members, child care providers) will take place to develop strengthen caregivers’ natural support system to enhance stability of care giving environment.

Hours of Operation: Open 9:00 am to 5:00 pm Monday-Friday. After 5:00 pm appointments are available as needed.

Length of Stay: Average length of treatment will be six to twelve months depending on the needs of the client and family

Locations of Service Delivery: Locations are dependent on the need of the family and client. Locations include A Better Way’s San Francisco Offices, other A Better Way offices (e.g. Oakland, Berkeley, Fairfield) and surrounding Bay Area community locations (client’s home, preschool, community spaces such as parks, Family Resource Centers, community recreation centers, public libraries, and churches).

Frequency and Duration of Services: Maximum frequency and duration of services will be determined by the level of medical necessity. Within these limits and EPSDT standards, the actual frequency and duration of services will be determined through collaborative treatment planning with the client and family.

Strategies for Service Delivery: Services will be Evidence-based and Outcomes Informed as indicated by parent needs.

D. Discharge Planning and exit criteria and process

Exit Criteria: There is no specific exit criteria needed in order for clients to be discharged. However, termination of services will take place if there is a lack of medical necessity (e.g.



<b>Contractor Name:</b> A Better Way	<b>Appendix A-2</b>
<b>Program Name:</b> Outpatient 0-5	<b>Contract Term:</b> 01/01/18 – 06/31/18
	<b>Funding Source:</b> SDMC FFP CYF, PSR-EPSDT 2011, MH WO HSA GF Match, MH WO HSA CH CWS, MH CYF General Funds

through successful completion of treatment goals and amelioration of mental health) or if eligibility criteria are no longer in place (e.g. discontinuation of San Francisco County full-scope Medi-Cal coverage).

Process: During the 12-month initial authorization period, the treatment team will collaborate with family and support team to determine treatment goals. Once treatment goals have been successfully completed and medical necessity is no longer met, termination will take place. After the initial authorization period, treatment will continue and be reauthorized on 3-to6-month cycles depending on clinical need. During the reauthorization cycles, once medical necessity is no longer met to amelioration of emotional and behavioral issues, termination will also take place.

E. **Program staffing:** Mental Health Services are provided by Marriage and Family Therapists and Family Therapist Interns, Licensed Clinical Social Workers, Associate Social Workers, Licensed Psychologists, Waived Psychologists, or other trained staff (e.g. Mental Health Rehabilitation Specialists) who are qualified to deliver EPSDT services to the target population. Staff also includes: licensed clinical supervisors; licensed program director; intake coordinator; office management; chief program officer; and quality assurance staff.

F. Vouchers

7. **Objectives and Measurements:** All objective and corresponding measurements are contained in the *CBHS documented entitled CBHS Performance Objectives FY 17-18*.
8. **Continuous Quality Improvement:** Our program’s CQI activities include the following:

Achievement of contract performance objectives and productivity: We monitor contract utilization and productivity in an ongoing manner. We have dashboards to help managers track contract fulfillment by comparing projected services to actual services on a weekly, monthly, and ‘year to date’ basis. We also have additional tools to help service providers and supervisors to adjust a provider’s time-management and caseload as needed. Our productivity projections are carefully calibrated to account for fluctuations caused by predictable factors such as the number of workdays in each month of summer/winter holiday vacations. Productivity standards are clarified to all service providers and are managed on an ongoing part of supervision.

Documentation of quality and internal audits: Our service documentation goes through multiple levels of Quality Assurance and Internal Reviews.

- All providers are carefully trained in Medi-Cal documentation standards
- Our Electronic Health Records (Avatar and ECHO) help reduce errors in entries
- Providers documentation is reviewed by a supervisor upon completion



<b>Contractor Name:</b> A Better Way	<b>Appendix A-2</b>
<b>Program Name:</b> Outpatient 0-5	<b>Contract Term:</b> 01/01/18 – 06/31/18
	<b>Funding Source:</b> SDMC FFP CYF, PSR-EPSDT 2011, MH WO HSA GF Match, MH WO HSA CH CWS, MH CYF General Funds

- Our Quality Assurance conduct compliance reviews for all charts at the following intervals: 60 days post episode opening; semi-annual (6-8 months post episode opening); annual post episode opening; after the first year at 3-or 6- month intervals, at discharge.
- All charts receive a clinical review outside of weekly supervision at least one time during the first year, then at 3- or 6- month intervals after the first year
- Feedback and corrections from all internal reviews are shared with supervisors and clinicians to assure continuous quality improvement
- Reports on timeliness of notes are generated monthly and distributed to supervisors to share with supervisees.

Cultural humility of staff and services: A Better Way places a great deal of attention and training on our staff's cultural humility. Assessment of staff cultural humility levels are monitored through regular supervision and periodic case presentations. A Better Way regularly seeks out trainings that target cultural humility.

Client satisfaction: A Better Way distributes client satisfaction surveys twice annually. We also strive to create an environment of trust such that clients feel safe in sharing their feedback directly to our treatment team.

Timely completion and use of outcome data, including CANS: A Better Way utilizes the CANS for all clients. We also ask the treatment team to administer standardized caregiver-report questionnaires for ll children (e.g. Child Behavior Checklist, Trauma Symptom Checklist for Young Children) and teacher reports if appropriate (e.g. Teacher Report Form). The treatment team also utilizes CANS ratings and dashboards as a collaborative tool and framework with families and children to discuss and monitor strengths and needs that influence treatment planning. Our CQI team (compromised of QA and clinical leadership) are engaged in ongoing efforts to broaden and improve the integration of CANS data into more aspects of our decision making.

9. **Required Language:** N/A



<b>Contractor Name:</b> A Better Way	<b>Appendix A- 3</b>
<b>Program Name:</b> Therapeutic Visitation Services Program	<b>Contract Term:</b> 07/1/17– 06/31/18
	<b>Funding Source:</b> SDMC FFP CYF, PSR-EPSDT 2011, MH WO HSA GF Match, MH WO HSA CH CWS, MH CYF General Funds

**1. Identifiers:**

**Program Name:** A Better Way (July 2017 – June 2018)  
**Therapeutic Visitation Program**

**Program Address:** 2017 Mission Street, second floor  
**City, State, ZIP:** San Francisco, CA 94110  
**Telephone/FAX:** 415-715-1050/415-715-1051  
**Website Address:** www.abetterwayinc.net

**Contractor Address:** 3200 Adeline Street  
**City, State, ZIP:** Berkeley, CA 94703

**Executive Director/Program Director:** Shahnaz Mazandarani (ED) Barry Feinberg (CPO)  
**Telephone:** 510-601-0203  
**Email Address:** SMazanarani@abetterwayinc.net (ED) BFeinberg@abetterwayinc.net(CPO)

**Program Code(s)** 38KY01 (A Better Way-SF Therapeutic Visitation)

**2. Nature of Document:**

**Original/Renewal**       **Contract Amendment**       **Internal Contract Revision**

**3. Goal Statement:**

The goal of this program is to increase the protective capacities within the family for children/youth who are attempting to reunify following removal by Child Protective Services.

**4. Target Population:**

The program targets full scope Medi-Cal San Francisco County children ages birth to eighteen with behavioral health needs that have been removed from their parents by Children Protective Services and are attempting to reunify.

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

<b>Units of Service (UOS) Description</b>	<b>Units of Service (UOS)</b>	<b>Unduplicated Clients (UDC)</b>
Case Management Brokerage - Minutes .26 FTE x 2346 minutes/week x 46 x 54.68 level of effort* (LOE)% = 15,340 UOS	15,340	26
Mental Health - Minutes 4.87 FTE x 2654 minutes/week x 46 x 42.9564 level of effort* (LOE)% = 223,955 UOS	223,955	36





<b>Contractor Name:</b> A Better Way	<b>Appendix A- 3</b>
<b>Program Name:</b> Therapeutic Visitation Services Program	<b>Contract Term:</b> 07/1/17– 06/31/18
	<b>Funding Source:</b> SDMC FFP CYF, PSR-EPSDT 2011, MH WO HSA GF Match, MH WO HSA CH CWS, MH CYF General Funds

Clinically Supervised Visitation – Hours .73 FTE x 39 hours/week x 46 x 46.82 level of effort* (LOE)% = 614 UOS x 60 = 36,840 minutes	614 Hours (36,840 minutes)	9
<b>Total UOS Delivered</b>	<b>239,295 minutes 614 Hours</b>	
<b>Total UDC Served</b>		36

**\*Level of Effort:**

The level of effort falls below expected range due to: inconsistency in clients and their careers/families keeping appointments or arriving on time; the complexity of the cases, which require coordination of services between multiple internal providers; struggles with engagement; the complexity of the cases and level of trauma the clients and families have experienced, providers require ample support/supervision to meet the complex needs of the clients and their careers/families.

**6. Methodology:**

**Indirect Services** (programs that do not provide direct client services): Describe how the program will deliver the purchased services.

**Direct Client Services:** Describe how services are delivered and what activities will be provided, addressing, how, what, and where for each section below:

**A. Outreach, recruitment, promotion, and advertisement**

Collaboration with San Francisco Foster Care Mental Health (FCMH) and Human Services Agency (HAS) will be ongoing, and serve as A Better Way’s primary referral sources.

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

**Criteria:** Clients are eligible for services if they: 1) have an open case through Human Services Agency and have been removed from their family or origin; 2) meet medical necessity and display behavioral health symptoms that can be ameliorated by services; 3) demonstrate clinical need for therapeutic visitation versus a lower level of supervised visitation; and 4) have EPSDT/San Francisco full-scope Medi-Cal coverage.

**Process:** Protective Social Workers (PSW) from HAS refers children and their families to FCMH who in turn refer eligible clients for therapeutic visitation services. Once we receive the complete



<b>Contractor Name:</b> A Better Way	<b>Appendix A-3</b>
<b>Program Name:</b> Therapeutic Visitation Services Program	<b>Contract Term:</b> 07/1/17– 06/31/18
	<b>Funding Source:</b> SDMC FFP CYF, PSR-EPSDT 2011, MH WO HSA GF Match, MH WO HSA CH CWS, MH CYF General Funds

referral paperwork packet and court orders clarifying consenting rights from FCMH, we connect with the PSW and family to begin our services.



<b>Contractor Name:</b> A Better Way	<b>Appendix A- 3</b>
<b>Program Name:</b> Therapeutic Visitation Services Program	<b>Contract Term:</b> 07/1/17– 06/31/18
	<b>Funding Source:</b> SDMC FFP CYF, PSR-EPSDT 2011, MH WO HSA GF Match, MH WO HSA CH CWS, MH CYF General Funds

### C. Service delivery model

**Treatment Modalities:** Within an overarching relationship-based framework, we utilize Evidence Based Practices (EBPs) and Outcome Informed Practices as indicated by client need.

Interventions include: Safety Organized Practice; Parent-Child Interaction therapy; Child Parent Psychotherapy; Attachment, Regulation, and Competencies; Neurosequential Model of Therapeutics; and evidence-based elements from these and other EBPs that will help parents to increase their protective capacity for their child.

#### Phase of Treatment:

**Engagement Phase:** Clients and families will engage in a 60 day EPSDT and medical necessity assessment through clinical interviews, behavioral observations, and indicated standardized assessment tools (including CANS). During the 60 day period, clinicians will work with the client and family to obtain information, build rapport, and establish medical necessity. During the initial 60 day assessment period, the clinician will also work with the client and family to create agreed upon treatment plan goals and objectives. Clinicians will work with Protective Social Workers (PSW) to gather information on safety concerns and permanency planning issues that may be relevant to the mental health needs of the client/

**Service Delivery Phase:** Based on CANS assessment and clinical formulation, treatment providers will provide services including dyadic therapy, family collateral sessions, individual collateral sessions, case management, plan development, individual rehabilitation, and crisis intervention. The clinician will also maintain ongoing collaboration with members of the treatment team (parents, foster parents, Human Service Service Agency workers, attorneys, etc.) in order to:

- Manage risk and assure safety
- Develop progressive family treatment goals that allow for ongoing development and assessment of protective capacities within the family system
- Provide objective information to the PSW regarding the client’s needs and the family’s protective capacities.

#### Hours of Operation:

Open 9:00 am to 5:00 pm. Monday through Friday. After 5:00 pm appointments are available as needed.

#### Length of Stay:

Length of treatment will depend on the needs of the client and family as well as review hearings with the Juvenile Dependency Court every 6 months that determine reunification/permanency planning.



<b>Contractor Name:</b> A Better Way	<b>Appendix A- 3</b>
<b>Program Name:</b> Therapeutic Visitation Services Program	<b>Contract Term:</b> 07/1/17– 06/31/18
	<b>Funding Source:</b> SDMC FFP CYF, PSR-EPSDT 2011, MH WO HSA GF Match, MH WO HSA CH CWS, MH CYF General Funds

**Locations of Services Delivery:**

Locations are dependent on the need of the family and client as well as the parameters determined to be appropriate by PSW. Locations include A Better Way’s San Francisco determined to be appropriate by PSW. Locations include A Better Way’s San Francisco Offices, other A Better Way offices (e.g. Berkeley, Oakland, Fairfield), and surrounding Bay Area community locations (school and community spaces such as parks, Family Resource Centers, community recreation centers, public libraries, and churches).

**Frequency and Duration of Services:**

Maximum frequency and duration of services will be determined by the level of medical necessity. Within these limits and EPSDT standards, the actual frequency and duration of services will be determined through collaborative treatment planning with the client and family and with respect to input from the PSW and Juvenile Dependency Court.

**Strategies for Service Delivery:**

Services will be Evidence-Based and Outcomes Informed as indicated by client needs.

**D. Discharge Planning and exit criteria and process**

**Exit Criteria:** There is no specific exit criteria needed in order for clients to be discharged. However, termination of services will take place if there is a lack of medical necessity (e.g. through successful completion of treatment goals and amelioration of mental health issues) or if eligibility criteria are no longer in place (e.g. child placed out of county with discontinuation of San Francisco County full-scope Medi-Cal coverage). Termination of services will also be determined dependent on reunification/permanency planning.

**Process:** During the 12-month initial authorization period, the treatment team will collaborate with family and support team to determine treatment goals. Once treatment goals have been successfully completed and medical necessity is no longer met, termination will take place. After the initial authorization period, treatment will continue and be reauthorized on 3-or 6-month cycles. During the reauthorization cycles, once medical necessity is no longer met due to amelioration of medical health, termination will also take place. The treatment team will collaborate with the family and PSW to assure that clients are connected with ongoing support services, if available.

**E. Program staffing**

Mental Health Services are provided by Marriage and Family therapists, Marriage and Family Therapist Interns, Licensed Clinical Social Workers, Associate Social Workers, Licensed Psychologists, Waived Psychologists, or other trained staff (e.g. Mental Health Rehabilitation Specialists) who are qualified to deliver EPSDT services to the target population. Staff also





<b>Contractor Name:</b> A Better Way	<b>Appendix A- 3</b>
<b>Program Name:</b> Therapeutic Visitation Services Program	<b>Contract Term:</b> 07/1/17– 06/31/18
	<b>Funding Source:</b> SDMC FFP CYF, PSR-EPSDT 2011, MH WO HSA GF Match, MH WO HSA CH CWS, MH CYF General Funds

includes: licensed clinical supervisors; licensed program director; intake coordinator; office manager; chief program officer; and quality assurance staff.

F. Vouchers: N/A



<b>Contractor Name:</b> A Better Way	<b>Appendix A- 3</b>
<b>Program Name:</b> Therapeutic Visitation Services Program	<b>Contract Term:</b> 07/1/17– 06/31/18
	<b>Funding Source:</b> SDMC FFP CYF, PSR-EPSDT 2011, MH WO HSA GF Match, MH WO HSA CH CWS, MH CYF General Funds

**7. Objectives and Measurements:**

All objective and corresponding measurements are contained in the CBHS document *entitled CBHS Performance Objectives FY 17-18*.

**8. Continuous Quality Improvement:**

Our program’s CQI activities include the following:

Achievement of contract performance objective and productivity: A Better Way monitors contract utilization and productivity in an ongoing manner. We have dashboards to help managers track contract fulfillment by comparing projected serviced to actual services on a weekly, monthly, and ‘year-to-date’ basis. We also have additional tools to help service providers and supervisors to adjust a provider’s time-management and caseload as needed. Our productivity projections are carefully calibrated to account for fluctuations caused by predictable factors such as the number of workdays in each month and summer/winter vacations/holidays. Productivity standards are clarified to all service providers and are managed as an ongoing part of supervision.

Documentation of quality and internal audits: Our service documentation goes through multiple levels of Quality Assurance and internal reviews.

- All providers are carefully trained in Medi-Cal documentation standards.
- Our Electronic Health Records (Avatar and ECHO) help reduce errors in entries.
- Provider documentation is reviewed by a supervisor upon completion.
- Our Quality Assurance conducts compliance reviews for all charts at the following intervals: 60 days post episode opening; annual post episode opening; after the first year at 3- or 6- month interviews; at discharge.
- All charts are reviewed for clinical review outside of weekly clinical supervision at least one time during the first year, then at 3- or 6- month intervals after the first year.
- Feedback and corrections from all interview reviews are shared with supervisors and clinicians to assure continuous quality improvement.
- Reports on timeliness of notes are generated monthly and distributed to supervisor to share with supervisees.



<b>Contractor Name:</b> A Better Way	<b>Appendix A- 3</b>
<b>Program Name:</b> Therapeutic Visitation Services Program	<b>Contract Term:</b> 07/1/17– 06/31/18
	<b>Funding Source:</b> SDMC FFP CYF, PSR-EPSDT 2011, MH WO HSA GF Match, MH WO HSA CH CWS, MH CYF General Funds

**Cultural humility of staff and services:** A Better Way places a great deal of attention and training our staff in cultural humility. Assessment of staff cultural humility levels is monitored through regular supervision and periodic case presentations. A Better way regularly seeks out trainings that target the cultural humility of staff.

**Timely completion and use of outcome data, including CANS:** We utilize the CANS for all clients. We ask the treatment to administer standardized self-report measures for older children (e.g. Youth Self Report, Trauma Symptom Checklist for Children) as well as caregiver-report questionnaires for children (e.g. Child Behavior Checklist Trauma Symptom Checklist for Young Children) and teacher reports if appropriate (e.g. Teacher Report Form). The treatment team also utilizes CANS ratings and dashboards as a collaborative tool and framework with families and children to discuss and monitor strengths and needs that influence treatment planning. Our CQI team (comprised of QA and clinical leadership) are engaged in ongoing efforts to broaden and improve the integration of CANS data into more aspects of decision making.

**9. Required Language:**  
N/A



## Appendix B Calculation of Charges

### 1. Method of Payment

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

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

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

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

(2) Cost Reimbursement (Monthly Reimbursement for Actual Expenditures within Budget):

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

B. Final Closing Invoice

(1) Fee For Service Reimbursement:

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

(2) Cost Reimbursement:

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





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

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

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

## 2. Program Budgets and Final Invoice

### A. Program are listed below:

Budget Summary  
Appendix B-1 – Outpatient Mental Health Services  
Appendix B-2 – Early Childhood Mental Health Services  
Appendix B-3 – Therapeutic Visitation Services

### B. Compensation

Compensation shall be made in monthly payments on or before the 30<sup>th</sup> day after the DIRECTOR, in his or her sole discretion, has approved the invoice submitted by CONTRACTOR. The breakdown of costs and sources of revenue associated with this Agreement appears in Appendix B, Cost Reporting/Data Collection (CR/DC) and Program Budget, attached hereto and incorporated by reference as though fully set forth herein. The maximum dollar obligation of the CITY under the terms of this Agreement shall not exceed **Nine Million Three Hundred Twenty Seven Thousand Thirty Three Dollars (\$9,327,033) for the period of July 1, 2017 through December 31, 2021.**

CONTRACTOR understands that, of this maximum dollar obligation, \$897,090 is included as a contingency amount and is neither to be used in Appendix B, Budget, or available to CONTRACTOR without a modification to this Agreement executed in the same manner as this Agreement or a revision to Appendix B, Budget, which has been approved by the Director of Health. CONTRACTOR further understands that no payment of any portion of this contingency amount will be made unless and until such modification or budget revision has been fully approved and executed in accordance with applicable CITY and Department of Public Health laws, regulations and policies/procedures and certification as to the availability of funds by the Controller. CONTRACTOR agrees to fully comply with these laws, regulations, and policies/procedures.

(1) For each fiscal year of the term of this Agreement, CONTRACTOR shall submit for approval of the CITY's Department of Public Health a revised Appendix A, Description of Services, and a revised Appendix B, Program Budget and Cost Reporting Data Collection form, based on the CITY's allocation of funding for SERVICES for the appropriate fiscal year. CONTRACTOR shall create these Appendices in compliance with the



instructions of the Department of Public Health. These Appendices shall apply only to the fiscal year for which they were created. These Appendices shall become part of this Agreement only upon approval by the CITY.

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

July 1, 2017 through June 30, 2018	\$ 1,389,683
July 1, 2018 through June 30, 2019	\$ 2,011,503
July 1, 2019 through June 30, 2020	\$ 2,011,503
July 1, 2020 through June 30, 2021	\$ 2,011,503
July 1, 2021 through December 31, 2021	\$ 1,005,752
Subtotal:	\$ 8,429,944
Contingency	\$ 897,090
Total: July 1, 2017 through December 31, 2021	\$ 9,327,033

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

(3) CONTRACTOR agrees to comply with its Budget as shown in Appendix B in the provision of SERVICES. Changes to the budget that do not increase or reduce the maximum dollar obligation of the CITY are subject to the provisions of the Department of Public Health Policy/Procedure Regarding Contract Budget Changes. CONTRACTOR agrees to comply fully with that policy/procedure.

C. In no event shall the CITY be liable for interest or late charges for any late payments.

### 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.

F. Adjustments made by the City:

(1) Related to Federal and State Grants Administration:

Contractor understands and agrees to any reasonable adjustments to dates and amounts the City may make to Appendix B in order to facilitate the administration of federal and state grants or monies in compliance with the City's Fiscal Year 17/18 budget and sources of revenue.



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

Appendix B, Page 1

DHCS Legal Entity Number (MH) 00765  
 DHCS Legal Entity Name (MH)/Contractor Name (SA) A Better Way, Inc  
 Contract CMS # 7020

Fiscal Year 2017-2018  
 07/01/17

Contract Appendix Number	B-1	B-2	B-3	
Provider Number	38KY	38KY	38KY	
Program Name(s)	Outpatient	0-5	TVS	
Program Code(s)	38KY0P	38KY05	38KY01	
Funding Term	01/01/18-06/30/18	01/01/18-06/30/18	07/01/17-06/30/18	
Salaries	\$ 265,521	\$ 42,333	\$ 418,102	\$ 725,956
Employee Benefits	\$ 69,035	\$ 11,007	\$ 108,705	\$ 188,747
Subtotal Salaries & Employee Benefits	\$ 334,556	\$ 53,340	\$ 526,807	\$ 914,703
Operating Expenses	\$ 112,636	\$ 18,522	\$ 178,550	\$ 309,708
Capital Expenses	\$ -	\$ -	\$ -	\$ -
Subtotal Direct Expenses	\$ 447,192	\$ 71,862	\$ 705,357	\$ 1,224,411
Indirect Expenses	\$ 60,500	\$ 9,700	\$ 95,072	\$ 165,272
Indirect %	13.5%	13.5%	13.5%	13.5%
<b>TOTAL FUNDING USES</b>	<b>\$ 507,692</b>	<b>\$ 81,562</b>	<b>\$ 800,429</b>	<b>\$ 1,389,683</b>
				<b>28.0%</b>
MH FED SDMC FEP (50%) CYF	\$ 204,425	\$ 34,750	\$ 289,938	\$ 529,113
MH STATE CYF 2011 PSR-EPSDT	\$ 183,982	\$ 31,275	\$ 280,944	\$ 476,201
MH CYF COUNTY General Fund	\$ 67,802	\$ 6,786	\$ 62,110	\$ 136,698
MH CYF COUNTY WO CODB	\$ 1,256	\$ 213	\$ 4,572	\$ 6,041
MH WO HSA MH CH CWS Non-IVE Overmatch	\$ 26,635	\$ 4,528	\$ 149,195	\$ 180,358
MH WO HSA MH HSA GF Matches	\$ 23,592	\$ 4,010	\$ 33,670	\$ 61,272
<b>TOTAL BHS MENTAL HEALTH FUNDING SOURCES</b>	<b>\$ 507,692</b>	<b>\$ 81,562</b>	<b>\$ 800,429</b>	<b>\$ 1,389,683</b>
BHS SOURCE				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
<b>TOTAL BHS SUBSTANCE ABUSE FUNDING SOURCES</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
				\$ -
				\$ -
				\$ -
				\$ -
<b>TOTAL OTHER DPH FUNDING SOURCES</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>TOTAL DPH FUNDING SOURCES</b>	<b>\$ 507,692</b>	<b>\$ 81,562</b>	<b>\$ 800,429</b>	<b>\$ 1,389,683</b>
<b>NON-DPH FUNDING SOURCES</b>				\$ -
				\$ -
<b>TOTAL NON-DPH FUNDING SOURCES</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>TOTAL FUNDING SOURCES (DPH AND NON-DPH)</b>	<b>\$ 507,692</b>	<b>\$ 81,562</b>	<b>\$ 800,429</b>	<b>\$ 1,389,683</b>

Prepared By: Tabitha Hughes





Program Name	Outpatient	Outpatient						
Program Code	38KYOP	38KYOP						
Mode/SEQ (MHI) or Modality (SA)	1500-49	1510-57, 59						
Service Description	OP-Care Mgt	OP-4M Svcs						
Funding Term	07/01/16-06/30/18	07/01/16-06/30/18						
Salaries & Employee Benefits	11,668	322,700						334,368
Operating Expenses	3,992	109,844						112,636
Capital Expenses								
Subtotal Direct Expenses	15,660	432,544						447,182
Indirect Expenses	2,144	59,395						60,500
<b>TOTAL FUNDING USES</b>	<b>17,804</b>	<b>491,939</b>						<b>507,682</b>
Accounting Code (Check Gateway Budget)								
MH FED SOURCE FPP (50%) CYS	HMHKCP71994	7,246	197,180					204,426
MH STATE CYS 2011 PRR-EP-SDT	HMHKCP71994	6,620	177,482					183,982
MH CYS County General Fund	HMHKCP71994	2,403	63,989					67,802
MH CYS County YGO CODA	HMHKCP71994	44	1,212					1,256
MH WO HSA MH CH CYS Non-TVE Overmatch	HMHKCHONSWO	944	25,691					26,635
MH WO HSA MH HSA GF Matches	HMHKCHATCHWO	639	22,756					23,392
<b>TOTAL BHS MENTAL HEALTH FUNDING SOURCES</b>	<b>17,992</b>	<b>498,704</b>						<b>507,692</b>
This row left blank for funding sources not in drop-down list								
<b>TOTAL BHS SUBSTANCE ABUSE FUNDING SOURCES</b>								
This row left blank for funding sources not in drop-down list								
<b>TOTAL OTHER DPH FUNDING SOURCES</b>								
<b>TOTAL DPH FUNDING SOURCES</b>								
<b>TOTAL OTHER DPH FUNDING SOURCES</b>								
<b>TOTAL DPH FUNDING SOURCES</b>								
<b>TOTAL NON-DPH FUNDING SOURCES</b>								
<b>TOTAL FUNDING SOURCES (DPH AND NON-DPH)</b>								
This row left blank for funding sources not in drop-down list								
<b>TOTAL NON-DPH FUNDING SOURCES</b>								
<b>TOTAL FUNDING SOURCES (DPH AND NON-DPH)</b>								
Number of Beds Purchased (if applicable)								
SA Only - Non-Ros 33 - OUF # of Group Sessions (sessions)								
SA Only - Licensed Capacity for Med-Cal Provider with Narcotic TX Program								
Payment Method								
DPH Units of Services								
Unit Type								
Staff Minute								
Staff Minute								
F88-For-Services (F88)								
F88-For-Services (F88)								
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES ONLY)								
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)								
Published Rate (Med-Cal Providers Only)								
Unpublished Clients (UDC)								
20								
45								
Total UDC								
45								



Program Name: Outpatient  
 Program Code: 38KYOP

Appendix #: B-1  
 Page #: 3  
 Fiscal Year: 2017-2018  
 Funding Notification Date: 07/01/17

Term (mm/dd/yy-mm/dd/yy): Position Title	TOTAL		Accounting Code 1 (HMHMCHCW5NWC9)		Accounting Code 2 (HMHMCP751594)	
	FTE	Salaries	FTE	Salaries	FTE	Salaries
Program Director	0.10	\$ 10,873	0.01	\$ 385	0.09	\$ 10,487
Clinical Supervisors	0.52	\$ 39,607	0.02	\$ 1,404	0.50	\$ 38,204
Service Coordinator	0.26	\$ 11,308	0.01	\$ 401	0.25	\$ 10,907
Clinicians	3.49	\$ 195,180	0.12	\$ 6,917	3.37	\$ 188,273
MH Admin Assistant	0.23	\$ 8,543	0.01	\$ 303	0.22	\$ 8,240
Totals:	4.60	\$ 285,521	0.17	\$ 9,410	4.43	\$ 256,111

Employee Fringe Benefits: 26% \$ 69,035 26% \$ 2,447 26% \$ 66,589

TOTAL SALARIES & BENEFITS \$ 334,556 \$ 11,856 \$ 322,700



Appendix B - DPH 4: Operating Expenses Detail

Program Name: Outpatient  
 Program Code: 38KYOP

Appendix #: 8-1  
 Page #: 4  
 Fiscal Year: 2017-2018  
 Funding Notification Date: 07/01/17

Expense Categories & Line Items	TOTAL	Accounting Code 1 (H1M1GHCW/SNW0)	Accounting Code 2 (H1M1MCF751594)
Term (mm/dd/yy-mm/dd/yy):		01/01/18-06/30/18	01/01/18-06/30/18
Rent	\$ 34,536	\$ 1,224	\$ 33,312
Utilities(telephone, electricity, water, gas)	\$ 6,500	\$ 230	\$ 6,270
Building Repair/Maintenance	\$ 400	\$ 14	\$ 386
<b>Occupancy Total:</b>	<b>\$ 41,436</b>	<b>\$ 1,468</b>	<b>\$ 39,968</b>
Office Supplies	\$ 4,000	\$ 142	\$ 3,858
Printing and production	\$ 300	\$ 11	\$ 289
Dues and subscriptions	\$ 200	\$ 7	\$ 193
Postage and delivery	\$ 200	\$ 7	\$ 193
IT and computer services	\$ 2,600	\$ 92	\$ 2,508
<b>Materials &amp; Supplies Total:</b>	<b>\$ 7,300</b>	<b>\$ 259</b>	<b>\$ 7,041</b>
Training/Staff Development	\$ 1,100	\$ 39	\$ 1,061
Meetings	\$ 700	\$ 25	\$ 675
Insurance	\$ 1,000	\$ 35	\$ 965
licenses, and fees	\$ 300	\$ 11	\$ 289
Equipment Lease & Maintenance	\$ 3,400	\$ 120	\$ 3,280
	\$ -	\$ -	\$ -
<b>General Operating Total:</b>	<b>\$ 6,500</b>	<b>\$ 230</b>	<b>\$ 6,270</b>
Local Travel	\$ 9,900	\$ 351	\$ 9,549
	\$ -	\$ -	\$ -
<b>Staff Travel Total:</b>	<b>\$ 9,900</b>	<b>\$ 351</b>	<b>\$ 9,549</b>
Other (provide detail):	\$ -	\$ -	\$ -
Quality assurance allocation	\$ 18,500	\$ 666	\$ 17,844
Facility and IT allocation	\$ 20,300	\$ 719	\$ 19,581
Chief program officer allocation	\$ 8,700	\$ 309	\$ 8,391
<b>Other Total:</b>	<b>\$ 47,500</b>	<b>\$ 1,684</b>	<b>\$ 45,816</b>
<b>TOTAL OPERATING EXPENSE</b>	<b>\$ 112,636</b>	<b>\$ 3,992</b>	<b>\$ 108,644</b>



Program Name	04	05		
Program Code	38KT05	38KT05		
Model/FC (MH) or Modality (SA)	15/01-08	15/10-17, 39		
Service Description	Op-Cases Mgt	Op-MH Svcs		
Funding Term	01/01/15-06/30/18	01/01/15-06/30/18		
<b>FUNDING USES</b>				
Salaries & Employee Benefits	694	52,646		53,340
Operating Expenses	241	18,281		18,522
Capital Expenses	-	-		-
Subtotal Direct Expenses	935	70,927		71,862
Indirect Expenses	127	9,573		9,700
<b>TOTAL FUNDING USES</b>	<b>1,062</b>	<b>80,500</b>		<b>81,562</b>
<b>ACCOUNTING CODES</b>				
MH FED SDMC FRP (50%) CYF	HMHACPT5194	482	34,236	34,750
MH STATE CYF 2011 PSR-EPISDT	HMHACPT5194	407	30,888	31,275
MH CTF County General Fund	HMHACPT5194	89	6,697	6,785
MH CTF County WOCDS	HMHACPT5194	3	210	213
MH WOC HSA MH CH CWS Non-VE Overmatch	HMHACPT5194	59	4,489	4,528
MH WOC HSA MH HSA GE Match	HMHACPT5194	52	3,958	4,010
<b>TOTAL BHS MENTAL HEALTH FUNDING SOURCES</b>	<b>1,082</b>	<b>80,500</b>		<b>81,562</b>
<b>THIS ROW LEFT BLANK FOR FUNDING SOURCES NOT IN DROP-DOWN LIST</b>				
<b>TOTAL BHS SUBSTANCE ABUSE FUNDING SOURCES</b>				
<b>TOTAL OTHER DPH FUNDING SOURCES</b>				
<b>TOTAL DPH FUNDING SOURCES</b>				
<b>NON-DPH FUNDING SOURCES</b>				
<b>TOTAL FUNDING SOURCES (DPH AND NON-DPH)</b>				
Number of Beds Purchased (if applicable)				
SA Only - Licensed Capacity for Med/Call Provider with Neurotic TX Program				
Payment Method				
DPH Units of Service				
Unit Type				
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES ONLY)	Staff Minutes	482	27,104	27,586
Cost Per Unit - Contract Rate (DPH & NON-DPH FUNDING SOURCES)	Fee-For-Service (FES)	2,30	2,97	-
Fundshd Rate (Med/Call Providers Only)	Fee-For-Service (FES)	2,30	2,97	-
Unduplicated Clients (UDC)	Staff Minutes	4	7	7









**Appendix B - DPH 4: Operating Expenses Detail**

Program Name: Outpatient 0-5  
 Program Code: 38KY05

Appendix #: B-2  
 Page #: 8  
 Fiscal Year: 2017-2018  
 Funding Notification Date: 07/01/17

Expense Categories & Line Items	TOTAL	Accounting Code 1 (HMHMCRCWSNWO) 01/01/18-06/30/18	Accounting Code 2 (HMHMCP751594) 01/01/18-06/30/18
Term (mm/dd/yy-mm/dd/yy):			
Rent	\$ 5,762	\$ 75	\$ 5,687
Utilities (telephone, electricity, water, gas)	\$ 1,000	\$ 13	\$ 987
Building Repair/Maintenance	\$ 100	\$ 1	\$ 99
Occupancy Total:	\$ 6,862	\$ 89	\$ 6,773
Office Supplies	\$ 650	\$ 8	\$ 642
Photocopying	\$ 50	\$ 1	\$ 49
Postage and delivery	\$ 50	\$ 1	\$ 49
Dues and subscriptions	\$ 50	\$ 1	\$ 49
Computer and IT services	\$ 450	\$ 6	\$ 444
Materials & Supplies Total:	\$ 1,250	\$ 17	\$ 1,233
Trainings/Staff Development	\$ 200	\$ 3	\$ 197
Insurance	\$ 150	\$ 2	\$ 148
licenses and fees	\$ 50	\$ 1	\$ 49
Meetings	\$ 160	\$ 2	\$ 158
Equipment Lease & Maintenance	\$ 550	\$ 7	\$ 543
General Operating Total:	\$ 1,110	\$ 15	\$ 1,095
Local Travel	\$ 1,600	\$ 21	\$ 1,579
Staff Travel Total:	\$ 1,600	\$ 21	\$ 1,579
Other (provide detail):	\$ -		
Quality assurance allocation	\$ 3,000	\$ 39	\$ 2,961
CFO Allocation	\$ 1,400	\$ 18	\$ 1,382
Facility and IT allocation	\$ 3,300	\$ 42	\$ 3,258
Other Total:	\$ 7,700	\$ 99	\$ 7,601
<b>TOTAL OPERATING EXPENSE</b>	<b>\$ 18,522</b>	<b>\$ 241</b>	<b>\$ 18,281</b>



DHCS Legal Entity Name (MHI)/Contractor Name (SA) 00765 Fiscal Year 2017-2018  
 Provider Name A Better Way, Inc. Funding Notification Date 07/01/17  
 Provider Number 38KY Funding Term 07/01/17-06/30/18

Accounting Code (Fund Code or Detail)	Funding Term	07/01/17-06/30/18	07/01/17-06/30/18	07/01/17-06/30/18	TOTAL
<b>FUNDING USES</b>					
Salaries & Employee Benefits		23,037	437,769	66,001	526,807
Operating Expenses		7,897	149,373	22,370	179,660
Capital Expenses		-	-	-	-
Subtotal Direct Expenses		30,934	586,142	88,371	705,367
Indirect Expenses		4,438	79,006	11,629	95,072
<b>TOTAL FUNDING USES</b>		35,292	665,147	100,000	800,429
<b>TOTAL BHS MENTAL HEALTH FUNDING SOURCES</b>					
HAHHC0701694		14,605	276,333	-	289,939
HAHHC0701694		13,144	247,800	-	260,944
HAHHC0701694		3,129	69,991	-	73,120
HAHHC0701694		230	4,342	-	4,572
HAHHC0701694		2,478	46,717	100,000	149,196
HAHHC0701694		1,696	31,974	-	33,670
<b>TOTAL OTHER DPH FUNDING SOURCES</b>					
<b>TOTAL DPH FUNDING SOURCES</b>					
		34,292	662,147	100,000	800,429
<b>DPH FUNDING USES</b>					
This row left blank for funding sources not in drop-down list					
<b>TOTAL NON-DPH FUNDING SOURCES</b>					
		35,292	665,147	100,000	800,429
<b>TOTAL FUNDING SOURCES (DPH AND NON-DPH)</b>					
		69,584	1,327,294	200,000	1,600,878
Number of Beds Purchased (If applicable)					
SA Only - Non-Res SS - Out of Group Sessions (Classes)					
SA Only - Licensed Capacity for Med-Cal Provider with Narcotic Tx Program					
Payment Method					
DPH Units of Service	Fee-For-Service (FFS)	15,340	223,955	814	
Staff Minutes	Staff Minutes (FMS)	2,300	2,977	182,776	
Staff Hour	Staff Hour (CR)	2,300	2,977	182,776	
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES ONLY)					
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)					
Published Rate (Medi-Cal Providers Only)					
Unduplicated Clients (UDC)		28	38	9	36



Appendix B - DPH 3: Salaries & Benefits Detail

Program Name: Therapeutic Visitation (TVS)  
 Program Code: 38KY01

Appendix #: B-3  
 Page #: 8  
 Fiscal Year: 2017-2018  
 Funding Notification Date: 07/01/17

Term (mm/dd/yy-mm/dd/yy): Position Title	TOTAL		Accounting Code 1 (HMHMCMTCHWQ)		Accounting Code 2 (HMHMG7S1594)		Accounting Code 3 (HMHMCCHNSNWQ)	
	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries
Program Director	0.14	\$ 17,121	0.01	749	0.10	14,227	0.04	2,145
Clinical Supervisors	0.82	\$ 62,368	0.03	2,727	0.55	51,827	0.24	7,814
Service Coordinator	0.41	\$ 17,805	0.01	779	0.27	14,796	0.12	2,230
Clinicians	5.50	\$ 307,358	0.19	13,440	3.70	255,409	1.81	38,507
Admin Assistant	0.37	\$ 13,452	0.01	588	0.25	11,178	0.11	1,886
<b>Totals:</b>	<b>7.24</b>	<b>\$ 418,102</b>	<b>0.26</b>	<b>\$ 18,283</b>	<b>4.87</b>	<b>\$ 347,437</b>	<b>2.12</b>	<b>\$ 52,382</b>

Employee Fringe Benefits: 26% \$ 108,705 \$ 4,754 \$ 0 \$ 90,332.33 \$ 0 \$ 13,618.75

TOTAL SALARIES & BENEFITS \$ 526,807 \$ 23,037 \$ 437,769 \$ 66,001





Appendix B - DPH 4: Operating Expenses Detail

Program Name: Therapeutic Visitation  
 Program Code: 38KY01

Appendix #: B-3  
 Page #: 9  
 Fiscal Year: 2017-2018  
 Funding Notification Date: 07/01/17

Expense Categories & Line Items	TOTAL	Accounting Code 1 (HMH-MCHMTCHWO) 07/01/17-06/30/18	Accounting Code 2 (HMH-MCP751594) 07/01/17-06/30/18	Accounting Code 3 (HMH-MCHQW/SNWO) 07/01/17-06/30/18
Rent	\$ 60,000	\$ 2,624	\$ 49,859	\$ 7,517
Utilities (telephone, electricity, water, gas)	\$ 2,000	\$ 87	\$ 1,662	\$ 251
Building Repair/Maintenance	\$ 650	\$ 28	\$ 540	\$ 82
Occupancy Total:	\$ 62,650.00	\$ 2,739.00	\$ 52,061.00	\$ 7,850.00
Office Supplies	\$ 6,300	\$ 275	\$ 5,235	\$ 790
Photocopying	\$ 450	\$ 20	\$ 374	\$ 56
Postage and delivery	\$ 250	\$ 11	\$ 208	\$ 31
Dues and subscriptions	\$ 2,000	\$ 87	\$ 1,662	\$ 251
IT and computer services	\$ 5,000	\$ 219	\$ 4,155	\$ 626
Materials & Supplies Total:	\$ 14,000.00	\$ 612.00	\$ 11,634.00	\$ 1,754.00
Training/Staff Development	\$ 3,000	\$ 131	\$ 2,493	\$ 376
Insurance	\$ 1,600	\$ 70	\$ 1,330	\$ 200
Licenses and fees	\$ 500	\$ 22	\$ 416	\$ 62
Referrals	\$ 2,000	\$ 87	\$ 1,662	\$ 251
Equipment Lease & Maintenance	\$ 4,600	\$ 201	\$ 3,823	\$ 576
General Operating Total:	\$ 11,700.00	\$ 514.00	\$ 9,724.00	\$ 1,465.00
Local Travel	\$ 15,500	\$ 679	\$ 12,890	\$ 1,941
Staff Travel Total:	\$ 15,500.0000	\$ 679.0000	\$ 12,880.0000	\$ 1,941.0000
Other (provide detail):	\$ -	\$ -	\$ -	\$ -
Health insurance allocation	\$ 29,000	\$ 1,268	\$ 24,099	\$ 3,633
PO Allocation	\$ 13,700	\$ 599	\$ 11,385	\$ 1,716
Facility and IT allocation	\$ 32,000	\$ 1,399	\$ 26,590	\$ 4,011
Other Total:	\$ 74,700	\$ 3,266	\$ 62,074	\$ 9,360
<b>TOTAL OPERATING EXPENSE</b>	<b>\$ 178,550.00</b>	<b>\$ 7,807.00</b>	<b>\$ 148,373.00</b>	<b>\$ 22,370.00</b>







**Appendix C  
Reserved**



**Appendix D  
Reserved**





**Appendix E**  
**Business Associate Agreement**





San Francisco Department of Public Health  
Business Associate Agreement

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

## RECITALS

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

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

### 1. Definitions.

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

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





## San Francisco Department of Public Health

## Business Associate Agreement

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

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

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

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

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

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

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

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

k. **Protected Health Information or PHI** means any information, including electronic PHI, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Sections 160.103 and 164.501. For the purposes of this BAA, PHI includes all medical information and health insurance information as defined in California Civil Code Sections 56.05 and 1798.82.





San Francisco Department of Public Health  
Business Associate Agreement

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

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

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

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

**2. Obligations of Business Associate.**

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

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

**c. Permitted Uses.** BA may use, access, and/or disclose Protected Information only for the purpose of performing BA's obligations for, or on behalf of, the City and as permitted or required under the Agreement and BAA, or as required by law. Further, BA shall not use Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so used by CE. However, BA may use Protected Information as necessary (i) for the proper management and administration of BA; (ii) to carry out the legal responsibilities of BA;







## San Francisco Department of Public Health

## Business Associate Agreement

(iii) as required by law; or (iv) for Data Aggregation purposes relating to the Health Care Operations of CE [45 C.F.R. Sections 164.502, 164.504(e)(2), and 164.504(e)(4)(i)].

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

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

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





San Francisco Department of Public Health  
Business Associate Agreement

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

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

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

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





## San Francisco Department of Public Health

## Business Associate Agreement

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

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

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

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

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





San Francisco Department of Public Health  
Business Associate Agreement

### 3. Termination.

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

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

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

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

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

### 4. Amendment to Comply with Law.

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







San Francisco Department of Public Health  
Business Associate Agreement

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

**5. Reimbursement for Fines or Penalties.**

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

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

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

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



Contractor Name: <b>A Better Way</b>	Contractor City Vendor ID: <b>0000026510</b>
--------------------------------------	--

**PRIVACY ATTESTATION**

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

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

**I. All Contractors.**

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

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

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

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

Name: _____ (print)	Signature	Date
ATTESTED by Privacy Officer or designated person		

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

Name (print): _____	Signature	Date
EXCEPTION(S) APPROVED by OCPA		



Contractor Name: <b>A Better Way</b>	Contractor City Vendor ID: <b>0000026510</b>
--------------------------------------	--

**DATA SECURITY ATTESTATION**

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

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

**I. All Contractors.**

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

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

ATTESTED by Data Security Officer or designated person	Signature	Date
--	-----------	------

**III. \*EXCEPTIONS:** If you have answered "NO" to any question or believe a question is Not Applicable, please contact OCPA at 1-855-729-6040 or [compliance\\_privacy@sfdph.org](mailto:compliance_privacy@sfdph.org) for a consultation. All "No" or "N/A" answers must be reviewed and approved by OCPA below.

EXCEPTION(S) APPROVED by OCPA	Signature	Date
-------------------------------	-----------	------



**Appendix F  
Invoice**























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

Appendix F  
PAGE A

Control Number

\_\_\_\_\_

**Contractor: A Better Way, Inc.**

**Address: 3200 Adeline Street, Berkeley, CA 94703**

**Tel. No.: (510) 207-8825**



INVOICE NUMBER: M09 JL 17

Ct.Blanket No.: BPHM TBD  
User Cd

Ct. PO No.: POHM TBD

Fund Source: MH CYF County WO CODB/ MH WO HSA

Invoice Period: July 2017

Final Invoice: (Check if Yes)

ACE Control Number:

**Funding Term: 07/01/2017 - 12/31/2017**

**PHP Division: Community Behavioral Health Services**

Program/Exhibit	TOTAL CONTRACTED		DELIVERED THIS PERIOD		DELIVERED TO DATE		% OF TOTAL		REMAINING DELIVERABLES		% OF TOTAL	
	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC
<b>B-3 TVS PC# - 38KY01 - HMMHCHCWSNWO</b>												
60/ 78 SS-Other Non-Medical Client	614	9			-	-	0%	0%	614	9	100%	100
Support Exp												

Unduplicated Counts for AIDS Use Only.

Description	BUDGET	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Total Salaries	\$ 52,382.00	\$ -	\$ -	0.00%	\$ 52,382.00
Fringe Benefits	\$ 13,619.00	\$ -	\$ -	0.00%	\$ 13,619.00
<b>Total Personnel Expenses</b>	<b>\$ 66,001.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0.00%</b>	<b>\$ 66,001.00</b>
<b>Operating Expenses:</b>					
Occupancy	\$ 7,850.00	\$ -	\$ -	0.00%	\$ 7,850.00
Materials and Supplies	\$ 1,754.00	\$ -	\$ -	0.00%	\$ 1,754.00
General Operating	\$ 1,465.00	\$ -	\$ -	0.00%	\$ 1,465.00
Staff Travel	\$ 1,941.00	\$ -	\$ -	0.00%	\$ 1,941.00
Consultant/ Subcontractor	\$ -	\$ -	\$ -	0.00%	\$ -
Other: Quality Assurance Allocation	\$ 3,633.00	\$ -	\$ -	0.00%	\$ 3,633.00
CPO Allocation	\$ 1,716.00	\$ -	\$ -	0.00%	\$ 1,716.00
Facility and IT Allocation	\$ 4,011.00	\$ -	\$ -	0.00%	\$ 4,011.00
<b>Total Operating Expenses</b>	<b>\$ 22,370.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0.00%</b>	<b>\$ 22,370.00</b>
<b>Capital Expenditures</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0.00%</b>	<b>\$ -</b>
<b>TOTAL DIRECT EXPENSES</b>	<b>\$ 88,371.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0.00%</b>	<b>\$ 88,371.00</b>
Indirect Expenses	\$ 11,629.00	\$ -	\$ -	0.00%	\$ 11,629.00
<b>TOTAL EXPENSES</b>	<b>\$ 100,000.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0.00%</b>	<b>\$ 100,000.00</b>
Less: Initial Payment Recovery					
Other Adjustments (DPH use only)					
<b>REIMBURSEMENT</b>		\$ -			

NOTES:

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

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

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

Title: \_\_\_\_\_

Phone: \_\_\_\_\_

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

DPH Authorization for Payment

\_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
Date







## Appendix G

### **Dispute Resolution Procedure For Health and Human Services Nonprofit Contractors 9-06**

#### **Introduction**

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

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

#### **Dispute Resolution Procedure**

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

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



notwithstanding the foregoing, nothing shall diminish the parties' rights to seek any and all other legal or equitable remedies.





## Appendix H

### **San Francisco Department of Public Health Privacy Policy Compliance Standards**

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

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

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

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

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

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

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

As Measured by: Documentation showing individual was trained exists

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

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

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

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

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

As Measured by: Documentation exists.

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

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



**Appendix I**

**THE DECLARATION OF COMPLIANCE**

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

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

**First Amendment**

THIS AMENDMENT (this “Amendment”) is made as of January 1, 2022, in San Francisco, California, by and between **A Better Way** (“Contractor”), and the City and County of San Francisco, a municipal corporation (“City”), acting by and through its Director of the Office of Contract Administration.

**Recitals**

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

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

WHEREAS, the Agreement was competitively procured as required by San Francisco Administrative Code Chapter 21.1 through RFP-1-2017 issued on March 7, 2017 and this modification is consistent therewith; and

WHEREAS, approval for this Amendment was obtained on July 15, 2019 from the Civil Service Commission under PSC number 46987-16/17 in the amount of \$233,200,000 for the period commencing July 1, 2017 and ending June 30, 2027; and

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

**Article 1 Definitions**

The following definitions shall apply to this Amendment:

1.1 **Agreement.** The term “Agreement” shall mean the Agreement dated July 1, 2017 between Contractor and City.

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

**Article 2 Modifications to the Agreement**

The Agreement is hereby modified as follows:

**2.1 Definitions.** The following is hereby added to the Agreement as a Definition in Article 1:

1.10 “Confidential Information” means confidential City information including, but not limited to, personally-identifiable information (“PII”), protected health information (“PHI”), or individual financial information (collectively, “Proprietary or Confidential Information”) that is subject to local, state or federal laws restricting the use and disclosure of such information, including, but not limited to, Article 1, Section 1 of the California Constitution; the California Information Practices Act (Civil Code § 1798 et seq.); the California Confidentiality of Medical Information Act (Civil Code § 56 et seq.); the federal Gramm-Leach-Bliley Act (15 U.S.C. §§ 6801(b) and 6805(b)(2)); the privacy and information security aspects of the Administrative Simplification provisions of the federal Health Insurance Portability and Accountability Act (45 CFR Part 160 and Subparts A, C, and E of part 164); and San Francisco Administrative Code Chapter 12M (Chapter 12M).

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

2.1 The term of this Agreement shall commence on the latter of: (i) July 1, 2017; or (ii) the Effective Date and expire on December 31, 2021, unless earlier terminated as otherwise provided herein.

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

2.1 The term of this Agreement shall commence on (i) July 1, 2017 and expire on December 31, 2023, unless earlier terminated as otherwise provided herein.

**2.3 Compensation.** *Section 3.3 Compensation currently reads as follows:*

**3.3 Compensation.**

**Payment.** Contractor shall provide an invoice to the City on a monthly basis for Services completed in the immediate preceding month, unless a different schedule is set out in Appendix B, "Calculation of Charges." Compensation shall be made for Services identified in the invoice that the Director of Health, in his or her sole discretion, concludes has been satisfactorily performed. Payment shall be made within 30 calendar days of receipt of the invoice, unless the City notifies the Contractor that a dispute as to the invoice exists. In no event shall the amount of this Agreement exceed **Nine Million Three Hundred Twenty Seven Thousand Thirty Three Dollars (\$9,327,033)** for the period of July 1, 2017 through December 31, 2021. The breakdown of charges associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein. A portion of payment may be withheld until conclusion of the Agreement if agreed to by both parties as retainage, described in Appendix B. In no event shall City be liable for interest or late charges for any late payments.

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

**ARTICLE 3 FINANCIAL MATTERS**

**3.3 Compensation**

**3.3.1 Calculation of Charges**

Contractor shall provide an invoice to the City on a monthly basis for goods delivered and/or Services completed in the immediate preceding month, unless a different schedule is set out in Appendix B, "Calculation of Charges." Compensation shall be made for goods and/or Services identified in the invoice that the City, in his or her sole discretion, concludes has been satisfactorily performed. In no event shall the amount of this Agreement exceed **Nine Million Seven Hundred Eighty Thousand Twenty-Seven Dollars (\$9,780,027)**. The breakdown of charges associated with this Agreement appears in Appendix B, "Calculation of Charges." A portion of payment may be withheld until conclusion of the Agreement if agreed to by both Parties as retainage, described in Appendix B. In no event shall City be liable for interest or late charges for any late payments. City will not honor minimum service order charges for any services covered by this Agreement.

**2.4 Payment Limited to Satisfactory Services and Delivery of Goods.** *The following is hereby added to Article 3 of the Agreement, replacing the previous Section 3.3.2 in its entirety.*

**3.3.2 Payment Limited to Satisfactory Services and Delivery of Goods.** Contractor is not entitled to any payments from City until City approves the goods and/or Services delivered pursuant to this Agreement. Payments to Contractor by City shall not excuse Contractor from its obligation to replace unsatisfactory delivery of goods and/or Services even if the unsatisfactory character may not have been apparent or detected at the time such payment was made. Goods and/or Services delivered pursuant to this Agreement that do not conform to the requirements of this Agreement may be rejected by City and in such case must be replaced by Contractor without delay at no cost to the City

**2.5 Withhold Payments.** *The following is hereby added to Article 3 of the Agreement, replacing the previous Section 3.3.3 in its entirety.*

**3.3.3 Withhold Payments.** If Contractor fails to provide goods and/or Services in accordance with Contractor's obligations under this Agreement, the City may withhold any and all payments due Contractor until

such failure to perform is cured, and Contractor shall not stop work as a result of City's withholding of payments as provided herein.

**2.6 Invoice Format.** *The following is hereby added to Article 3 of the Agreement, replacing the previous Section 3.3.4 in its entirety.*

**3.3.4 Invoice Format.** Invoices furnished by Contractor under this Agreement must be in a form acceptable to the Controller and City and include a unique invoice number and a specific invoice date. Payment shall be made by City as specified in Section 3.3.6, or in such alternate manner as the Parties have mutually agreed upon in writing. All invoices must show the PeopleSoft Purchase Order ID Number, PeopleSoft Supplier Name and ID, Item numbers (if applicable), complete description of goods delivered or Services performed, sales/use tax (if applicable), contract payment terms and contract price. Invoices that do not include all required information or contain inaccurate information will not be processed for payment.

**2.7 LBE Payment and Utilization Tracking System.** *The following is hereby added to Article 3 of the Agreement, replacing the previous Section 3.3.5 in its entirety.*

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

**2.8 Getting Paid by the City for Goods and/or Services.** *The following is hereby added to Article 3 of the Agreement, replacing the previous Section 3.3.6 in its entirety.*

**3.3.6 Getting paid by the City for Goods and/or Services.**

(a) The City and County of San Francisco utilizes the Paymode-X<sup>®</sup> service offered by Bank of America Merrill Lynch to pay City contractors. Contractor must sign up to receive electronic payments to be paid under this Agreement. To sign up for electronic payments, visit [http://portal.paymode.com/city\\_countyofsanfrancisco](http://portal.paymode.com/city_countyofsanfrancisco).

(b) At the option of the City, Contractor may be required to submit invoices directly in the City's financial and procurement system (PeopleSoft) via eSettlement. Refer to <https://sfcitypartner.sfgov.org/pages/training.aspx> for more information on eSettlement. For access to PeopleSoft eSettlement, submit a request through [sfemployeeportalsupport@sfgov.org](mailto:sfemployeeportalsupport@sfgov.org).

**2.9 Payment Terms. Payment Due Date.** *The following is hereby added to Article 3.3.8 of the Agreement:*

**3.3.8 Payment Terms. Payment Due Date:** Unless City notifies the Contractor that a dispute exists, Payment shall be made within 30 calendar days, measured from (1) the delivery of goods and/or the rendering of services or (2) the date of receipt of the invoice, whichever is later. Payment is deemed to be made on the date on which City has issued a check to Contractor or, if Contractor has agreed to electronic payment, the date on which City has posted electronic payment to Contractor.

**2.10 Audit and Inspection of Records.** *The following is hereby added to Article 3 of the Agreement, replacing the previous Section 3.4 in its entirety.*

**3.4 Audit and Inspection of Records.**

3.4.1 Contractor agrees to maintain and make available to the City, during regular business hours, accurate books and accounting records relating to its Services. Contractor will permit City to audit, examine and make excerpts and transcripts from such books and records, and to make audits of all invoices, materials, payrolls, records or personnel and other data related to all other matters covered by this Agreement, whether funded in whole or in part under this Agreement. Contractor shall maintain such data and records in an accessible location

and condition for a period of not fewer than five years, unless required for a longer duration due to Federal, State, or local requirements of which the City will notify contractor in writing, after final payment under this Agreement or until after final audit has been resolved, whichever is later. The State of California or any Federal agency having an interest in the subject matter of this Agreement shall have the same rights as conferred upon City by this Section. Contractor shall include the same audit and inspection rights and record retention requirements in all subcontracts.

Contractor shall annually have its books of accounts audited by a Certified Public Accountant and a copy of said audit report and the associated management letter(s) shall be transmitted to the Director of Public Health or his /her designee within one hundred eighty (180) calendar days following Contractor's fiscal year end date. If Contractor expends \$750,000 or more in Federal funding per year, from any and all Federal awards, said audit shall be conducted in accordance with 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Said requirements can be found at the following website address: [https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200\\_main\\_02.tpl](https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl).

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

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

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

**2.11 Contract Amendments; Budgeting Revisions.** *The following is hereby added to Article 3.7 of the Agreement:*

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

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

**3.7.2 City Revisions to Program Budgets:** The City shall have authority, without the execution of a Formal Amendment, to purchase additional Services and/or make changes to the work in accordance with the terms of this Agreement (including such terms that require Contractor's agreement), not involving an increase in the Compensation or the Term by use of a written City Program Budget Revision.

**3.7.3 City Program Scope Reduction.** Given the local emergency, the pandemic, and the City's resulting budgetary position, and in order to preserve the Agreement and enable Contractor to continue to perform work albeit potentially on a reduced basis, the City shall have authority during the Term of the Agreement, without the execution of a Formal Amendment, to reduce scope, temporarily suspend the Agreement work, and/or convert the Term to month-to-month (Program Scope Reduction), by use of a written Revision to Program Budgets, executed by the Director of Health, or his or her designee, and Contractor. Contractor

understands and agrees that the City's right to effect a Program Scope Reduction is intended to serve a public purpose and to protect the public fisc and is not intended to cause harm to or penalize Contractor. Contractor provides City with a full and final release of all claims arising from a Program Scope Reduction. Contractor further agrees that it will not sue the City for damages arising directly or indirectly from a City Program Scope Reduction

**2.10 Qualified Personnel:** *The following is hereby added to Article 4 of the Agreement, replacing the previous 4.2 in its entirety:*

#### **4.2. Qualified Personnel**

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

#### **4.2.2 Contractor Vaccination Policy.**

(a) Contractor acknowledges that it has read the requirements of the 38th Supplement to Mayoral Proclamation Declaring the Existence of a Local Emergency ("Emergency Declaration"), dated February 25, 2020, and the Contractor Vaccination Policy for City Contractors issued by the City Administrator ("Contractor Vaccination Policy"), as those documents may be amended from time to time. A copy of the Contractor Vaccination Policy can be found at: <https://sf.gov/confirm-vaccine-status-your-employees-and-subcontractors>.

(b) A Contract subject to the Emergency Declaration is an agreement between the City and any other entity or individual and any subcontract under such agreement, where Covered Employees of the Contractor or Subcontractor work in-person with City employees in connection with the work or services performed under the agreement at a City owned, leased, or controlled facility. Such agreements include, but are not limited to, professional services contracts, general services contracts, public works contracts, and grants. Contract includes such agreements currently in place or entered into during the term of the Emergency Declaration. Contract does not include an agreement with a state or federal governmental entity or agreements that do not involve the City paying or receiving funds.

(c) In accordance with the Contractor Vaccination Policy, Contractor agrees that:

(i) Where applicable, Contractor shall ensure it complies with the requirements of the Contractor Vaccination Policy pertaining to Covered Employees, as they are defined under the Emergency Declaration and the Contractor Vaccination Policy, and insure such Covered Employees are either fully vaccinated for COVID-19 or obtain from Contractor an exemption based on medical or religious grounds; and

(ii) If Contractor grants Covered Employees an exemption based on medical or religious grounds, Contractor will promptly notify City by completing and submitting the Covered Employees Granted Exemptions Form ("Exemptions Form"), which can be found at <https://sf.gov/confirm-vaccine-status-your-employees-and-subcontractors> (navigate to "Exemptions" to download the form).

(d) The City reserves the right to impose a more stringent COVID-19 vaccination policy for the San Francisco Department of Public Health, acting in its sole discretion.

**2.11 Subcontracting.** The following is hereby added to Article 4 of the Agreement, replacing the previous Section 4.3 in its entirety.

#### **4.3 Subcontracting.**

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



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

#### **4.3.2 Subcontractors named in Appendix B**

**2.12 Assignment.** The following is hereby added to Article 4 of the Agreement, replacing the previous Section 4.5 in its entirety.

**4.5 Assignment.** The Services to be performed by Contractor are personal in character. Neither this Agreement, nor any duties or obligations hereunder, may be directly or indirectly assigned, novated, transferred, or delegated by Contractor (collectively referred to as an “Assignment”) unless first approved by City by written instrument executed and approved in the same manner as this Agreement in accordance with the Administrative Code. The City’s approval of any such Assignment is subject to the Contractor demonstrating to City’s reasonable satisfaction that the proposed transferee is: (i) reputable and capable, financially and otherwise, of performing each of Contractor’s obligations under this Agreement and any other documents to be assigned, (ii) not forbidden by applicable law from transacting business or entering into contracts with City; and (iii) subject to the jurisdiction of the courts of the State of California. A change of ownership or control of Contractor or a sale or transfer of substantially all of the assets of Contractor shall be deemed an Assignment for purposes of this Agreement. Contractor shall immediately notify City about any Assignment. Any purported Assignment made in violation of this provision shall be null and void.

**2.13 Insurance.** *The following is hereby added to Article 5 of the Agreement, replacing the previous Section 5.1 in its entirety.*

#### **5.1 Insurance**

**5.1.1 Required Coverages.** Insurance limits are subject to Risk Management review and revision, as appropriate, as conditions warrant. Without in any way limiting Contractor’s liability pursuant to the “Indemnification” section of this Agreement, Contractor must maintain in force, during the full term of the Agreement, insurance in the following amounts and coverages:

- (a) Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations. Policy must include Abuse and Molestation Coverage.
- (b) Commercial Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence, “Combined Single Limit” for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.
- (c) Workers’ Compensation Insurance, in statutory amounts, with Employers’ Liability Limits not less than \$1,000,000 each accident, injury, or illness.
- (d) Professional Liability Insurance, applicable to Contractor’s profession, with limits not less than \$1,000,000 for each claim with respect to negligent acts, errors or omissions in connection with the Services.
- (e) Reserved. (Technology Errors and Omissions Coverage).
- (f) Cyber and Privacy Insurance with limits of not less than \$1,000,000 per claim. Such insurance shall include coverage for liability arising from theft, dissemination, and/or use of confidential information, including but not limited to, bank and credit card account information or personal information, such as name, address, social security numbers, protected health information or other personally identifying information, stored or transmitted in any form.
- (g) Reserved. (Pollution Liability Insurance).

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

### 5.1.2 Additional Insured Endorsements

(a) The Commercial General Liability policy must be endorsed to name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees.

(b) The Commercial Automobile Liability Insurance policy must be endorsed to name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees.

(c) Reserved. Pollution Auto Liability Insurance Additional Insured Endorsement

### 5.1.3 Waiver of Subrogation Endorsements

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

### 5.1.4 Primary Insurance Endorsements

(a) The Commercial General Liability policy shall provide that such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that the insurance applies separately to each insured against whom claim is made or suit is brought.

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

(c) Reserved. (Pollution Liability Insurance Primary Insured Endorsement). policy shall provide that such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that the insurance applies separately to each insured against whom claim is made or suit is brought.

### 5.1.5 Other Insurance Requirements

(a) Thirty (30) days' advance written notice shall be provided to the City of cancellation, intended non-renewal, or reduction in coverages, except for non-payment for which no less than ten (10) days' notice shall be provided to City. Notices shall be sent to the City email address: **insurance-contractsrms410@sfdph.org**.

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

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

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

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

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

**2.14 Indemnification.** *The following is hereby added to Article 5 of the Agreement, replacing the previous Section 5.2 in its entirety:*

## **5.2 Indemnification.**

**5.2.1** Contractor shall indemnify and hold harmless City and its officers, agents and employees from, and, if requested, shall defend them from and against any and all claims, demands, losses, damages, costs, expenses, and liability (legal, contractual, or otherwise) arising from or in any way connected with any: (i) injury to or death of a person, including employees of City or Contractor; (ii) loss of or damage to property; (iii) violation of local, state, or federal common law, statute or regulation, including but not limited to privacy or personally identifiable information, health information, disability and labor laws or regulations; (iv) strict liability imposed by any law or regulation; or (v) losses arising from Contractor's execution of subcontracts not in accordance with the requirements of this Agreement applicable to subcontractors; so long as such injury, violation, loss, or strict liability (as set forth in subsections (i) – (v) above) arises directly or indirectly from Contractor's performance of this Agreement, including, but not limited to, Contractor's use of facilities or equipment provided by City or others, regardless of the negligence of, and regardless of whether liability without fault is imposed or sought to be imposed on City, except to the extent that such indemnity is void or otherwise unenforceable under applicable law, and except where such loss, damage, injury, liability or claim is the result of the active negligence or willful misconduct of City and is not contributed to by any act of, or by any omission to perform some duty imposed by law or agreement on Contractor, its subcontractors, or either's agent or employee. Contractor shall also indemnify, defend and hold City harmless from all suits or claims or administrative proceedings for breaches of federal and/or state law regarding the privacy of health information, electronic records or related topics, arising directly or indirectly from Contractor's performance of this Agreement. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs and City's costs of investigating any claims against the City.

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

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

**2.15 Contractor to Pay Taxes.** *The following is hereby added to Article 7 of the Agreement, replacing the previous Section 7.1 in its entirety:*

**7.1 Contractor to Pay All Taxes.** Except for any applicable California sales and use taxes charged by Contractor to City, Contractor shall pay all taxes, including possessory interest taxes levied upon or as a result of this Agreement, or the Services delivered pursuant hereto. Contractor shall remit to the State of California any sales or use taxes paid by City to Contractor under this Agreement. Contractor agrees to promptly provide information requested by the City to verify Contractor's compliance with any State requirements for reporting sales and use tax paid by City under this Agreement.

**2.16 Possessory Interest Taxes.** *The following is hereby added to Article 7 of the Agreement, replacing the previous Section 7.2 in its entirety:*

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

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

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

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

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

**2.17 Withholding.** *The following is hereby added to Article 7 of the Agreement.*

### **7.3 Withholding**

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

**2.18 Termination and Default, REMEDIES** *The following is hereby added to Article 8 of the Agreement, replacing the previous Section 8.2 in its entirety:*

### **8.2 Termination for Default; Remedies.**

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

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

3.5	Submitting False Claims.	10.10	Alcohol and Drug-Free Workplace
4.5	Assignment	10.13	Working with Minors
Article 5	Insurance and Indemnity	11.10	Compliance with Laws
Article 7	Payment of Taxes	Article 13	Data and Security

(a) Contractor fails or refuses to perform or observe any other term, covenant or condition contained in this Agreement, including any obligation imposed by ordinance or statute and incorporated by reference herein, and such default is not cured within ten days after written notice thereof from City to Contractor. If Contractor defaults a second time in the same manner as a prior default cured by Contractor, City may in its sole discretion immediately terminate the Agreement for default or grant an additional period not to exceed five days for Contractor to cure the default.

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

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

8.2.3 On and after any Event of Default, City shall have the right to exercise its legal and equitable remedies, including, without limitation, the right to terminate this Agreement or to seek specific performance of all or any part of this Agreement. In addition, in accordance with San Francisco Administrative Code Section 21.33 (Procedure Upon Contractor's Failure to Deliver) where applicable, City shall have the right (but no obligation) to cure (or cause to be cured) on behalf of Contractor any Event of Default; Contractor shall pay to City on demand all costs and expenses incurred by City in effecting such cure, with interest thereon from the date of incurrence at the maximum rate then permitted by law. Further, in accordance with San Francisco Administrative Code Section 10.27.1 (Controller may Offset), City shall have the right to offset from any amounts due to Contractor under this Agreement or any other agreement between City and Contractor: (i) all damages, losses, costs or expenses incurred by City as a result of an Event of Default; and (ii) any liquidated damages levied upon Contractor pursuant to the terms of this Agreement; and (iii), any damages imposed by any ordinance or statute that is incorporated into this Agreement by reference, or into any other agreement with the City. This Section 8.2.3 shall survive termination of this Agreement.

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

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

**2.19 Rights and Duties upon Termination or Expiration, The following is hereby added to Article 8 of the Agreement, replacing the previous Section 8.4.1 in its entirety:**

## 8.4 Rights and Duties upon Termination or Expiration.

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

3.3.2	Payment Limited to Satisfactory Services	9.1	Ownership of Results
3.3.7(a)	Grant Funded Contracts - Disallowance	9.2	Works for Hire
3.4	Audit and Inspection of Records	11.6	Dispute Resolution Procedure
3.5	Submitting False Claims	11.7	Agreement Made in California; Venue
Article 5	Insurance and Indemnity	11.8	Construction
6.1	Liability of City	11.9	Entire Agreement
6.3	Liability for Incidental and Consequential Damages	11.10	Compliance with Laws
Article 7	Payment of Taxes	11.11	Severability
8.1.6	Payment Obligation	Article 13	Data and Security
		Appendix E	Business Associate Agreement

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

**2.20 Consideration of Salary History.** *The following is hereby added to Article 10 of the Agreement, replacing the previous Section 10.4 in its entirety:*

### 10.4 Consideration of Salary History.

Contractor shall comply with San Francisco Administrative Code Chapter 12K, the Consideration of Salary History Ordinance or "Pay Parity Act." Contractor is prohibited from considering current or past salary of an applicant in determining whether to hire the applicant or what salary to offer the applicant to the extent that such applicant is applying for employment to be performed on this Agreement or in furtherance of this Agreement, and whose application, in whole or part, will be solicited, received, processed or considered, whether or not through an interview, in the City or on City property. The ordinance also prohibits employers from (1) asking such applicants about their current or past salary or (2) disclosing a current or former employee's salary history without that employee's authorization unless the salary history is publicly available. Contractor is subject to the enforcement and penalty provisions in Chapter 12K. Information about and the text of Chapter 12K is available on the web at <https://sfgov.org/olse/consideration-salary-history>. Contractor is required to comply with all of the applicable provisions of 12K, irrespective of the listing of obligations in this Section.

**2.21 Minimum Compensation Ordinance.** *The following is hereby added to Article 10 of the Agreement, replacing the previous Section 10.7 in its entirety:*

## **10.7 Minimum Compensation Ordinance.**

If Administrative Code Chapter 12P applies to this contract, Contractor shall pay covered employees no less than the minimum compensation required by San Francisco Administrative Code Chapter 12P, including a minimum hourly gross compensation, compensated time off, and uncompensated time off. Contractor is subject to the enforcement and penalty provisions in Chapter 12P. Information about and the text of the Chapter 12P is available on the web at <http://sfgov.org/olse/mco>. Contractor is required to comply with all of the applicable provisions of 12P, irrespective of the listing of obligations in this Section. By signing and executing this Agreement, Contractor certifies that it complies with Chapter 12P.

**2.22 Health Care Accountability Ordinance.** *The following is hereby added to Article 10 of the Agreement, replacing the previous Section 10.8 in its entirety:*

## **10.8 Health Care Accountability Ordinance.**

Health Care Accountability Ordinance. If Administrative Code Chapter 12Q applies to this contract, Contractor shall comply with the requirements of Chapter 12Q. For each Covered Employee, Contractor shall provide the appropriate health benefit set forth in Section 12Q.3 of the HCAO. If Contractor chooses to offer the health plan option, such health plan shall meet the minimum standards set forth by the San Francisco Health Commission. Information about and the text of the Chapter 12Q, as well as the Health Commission's minimum standards, is available on the web at <http://sfgov.org/olse/hcao>. Contractor is subject to the enforcement and penalty provisions in Chapter 12Q. Any Subcontract entered into by Contractor shall require any Subcontractor with 20 or more employees to comply with the requirements of the HCAO and shall contain contractual obligations substantially the same as those set forth in this Section.

**2.23 Limitations on Contributions** *The following is hereby added to Article 10 of the Agreement, replacing the previous Section 10.11 in its entirety:*

## **10.11 Limitations on Contributions**

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

**2.24 Distribution of Beverages and Water** *The following is hereby added to Article 10 of the Agreement, replacing the previous Section 10.17 in its entirety:*

## **10.17 Distribution of Beverages and Water.**

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

**10.17.2 Packaged Water Prohibition.** Contractor agrees that it shall not sell, provide, or otherwise distribute Packaged Water, as defined by San Francisco Environment Code Chapter 24, as part of its performance of this Agreement.

**2.25 Notice to the Parties.** *The following is hereby added to Article 11 of the Agreement, replacing the previous Section 11.1 in its entirety:*

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

To CITY:	Office of Contract Management and Compliance Department of Public Health 1380 Howard Street San Francisco, California 94103	FAX: (415) 252-3088 e-mail: <a href="mailto:David.Folmar@sfdph.org">David.Folmar@sfdph.org</a>
And:	<b>VALERIE WILKINS</b> CONTRACT DEVELOPMENT AND TECHNICAL ASSISTANCE (CDTA) 1380 HOWARD STREET, 5 <sup>TH</sup> FLOOR SAN FRANCISCO, CA 94103	FAX: (415) 252-3031 e-mail: <a href="mailto:VALERIE.WILKINS@sfdph.org">VALERIE.WILKINS@sfdph.org</a>
To CONTRACTOR:	A BETTER WAY 3200 ADELINE STREET BERKELEY, CA 94703	FAX: (510) 207-8825 e-mail: <a href="mailto:DCHANNER@abetterwayinc.net">DCHANNER@abetterwayinc.net</a>

**2.26 Incorporation of Recitals.** *The following is hereby added to Article 11 of the Agreement, replacing the previous Section 11.3 in its entirety*

**11.3 Incorporation of Recitals.**

The matters recited above are hereby incorporated into and made part of this Agreement.

**2.27 Order of Precedence.** *The following is hereby added to Article 11 of the Agreement, replacing the previous Section 11.13 in its entirety*

**11.13 Order of Precedence.**

Contractor agrees to perform the services described below in accordance with the terms and conditions of this Agreement, implementing task orders, the RFP, and Contractor's proposal dated April 24, 2017. The RFP and Contractor's proposal are incorporated by reference as though fully set forth herein. Should there be a conflict of terms or conditions, this Agreement and any implementing task orders shall control over the RFP and the Contractor's proposal. If the Appendices to this Agreement include any standard printed terms from the Contractor, Contractor agrees that in the event of discrepancy, inconsistency, gap, ambiguity, or conflicting language between the City's terms and Contractor's printed terms attached, the City's terms shall take precedence,



followed by the procurement issued by the department, Contractor's proposal, and Contractor's printed terms, respectively.

**2.28 Notification of Legal Requests.** *The following is hereby added to Article 11 of the Agreement:*

**11.14 Notification of Legal Requests.**

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

**2.29 Certification Regarding Lobbying.** *The following is hereby added to Article 12 of the Agreement, replacing the previous Section 12.2 in its entirety*

**12.2 Certification Regarding Lobbying.**

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

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

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

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

**2.30 Exclusion Lists and Employee Verification.** *The following is hereby added to Article 12.5 of the Agreement.*

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

**2.31 Nondisclosure of Private, Proprietary or Confidential Information. The following is hereby added to Article 13 of the Agreement, replacing the previous 13.1 in its entirety.**

**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 Confidential Information.** In the performance of Services, Contractor may have access to, or collect on City’s behalf, City’s proprietary or Confidential Information, the disclosure of which to third parties may damage City. If City discloses proprietary or Confidential Information to Contractor, 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.

**2.32 Management of City Data and Confidential Information: *The following is hereby added to Article 13 of the Agreement:***

**13.4 Management of City Data and Confidential Information.**

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

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

**2.33 Ownership of City Data. *The following is hereby added to Article 13 of the Agreement:***

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

**2.34 Protected Health Information:** *The following is hereby added to Article 13 of the Agreement:*

**13.6 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.

**2.35 Appendix A dated 07/01/21 (i.e. July 1, 2021) is hereby added to the Agreement for 2021-22.**

**2.36 Appendix B dated 07/01/21 (i.e. July 1, 2021) is hereby added to the Agreement for 2021-22.**

**2.37 Appendix F, Invoices, dated 07/01/21 (i.e. July 1, 2021) are hereby added to the Agreement for 2021-22.**

**2.38 Appendix G, Dispute Resolution, dated 07/01/18 (i.e. July 1, 2018) is hereby deleted and Appendix G, Dispute Resolution, dated 07/01/21 (i.e. July 1, 2021) is hereby added to the Agreement for 2021-22.**

**2.39 Appendix J, Data Access Sharing Terms, dated 07/01/21 (i.e. July 1, 2021) is hereby added to the Agreement for 2021-22.**

### **Article 3 Effective Date**

**Effective Date.** Each of the modifications set forth in Article 2 shall be effective on and after the effective date of this Amendment.

### **Article 4 Legal Effect**

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

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

**CITY**

**CONTRACTOR**

Recommended by:

**A Better Way**

DocuSigned by:  
*Greg Wagner*  
28527524752949F...  
6/27/2022 | 11:38 AM PDT  
Grant Colfax  
**Director of Health**  
**Department of Public Health**

DocuSigned by:  
*David Channer*  
5824B87A715E49A...  
6/27/2022 | 8:47 AM PDT  
David Channer, LCSW  
**President and Chief Executive Officer**  
3200 Adeline Street  
Berkeley, CA 94703

Approved as to Form:

City Supplier ID:  
0000026510

David Chiu  
City Attorney

By: DocuSigned by:  
*Henry Lifton*  
6D6CB58424584B1...  
6/27/2022 | 10:37 AM PDT  
Henry Lifton  
Deputy City Attorney

Approved:

DocuSigned by:  
*Taranek Moayed*  
9AEA44694D514E7...  
6/27/2022 | 4:35 PM PDT  
Sailaja Kurella  
Director, Office of Contract Administration, and  
Purchaser

## **Appendix A**

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

**1. Terms**

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

**2. Description of Services**

**3. Services Provided by Attorneys**

**1. Terms**

A. Contract Administrator:

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

B. Reports:

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

C. Evaluation:

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

D. Possession of Licenses/Permits:

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

E. Adequate Resources:

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

F. Admission Policy:

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

G. San Francisco Residents Only:

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

H. Grievance Procedure:

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

I. Infection Control, Health and Safety:

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

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

(3) Contractor must demonstrate personnel policies/procedures for Tuberculosis (TB) exposure control consistent with the Centers for Disease Control and Prevention (CDC) recommendations for

health care facilities and based on the Francis J. Curry National Tuberculosis Center: Template for Clinic Settings, as appropriate.

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

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

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

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

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

J. Aerosol Transmissible Disease Program, Health and Safety:

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

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

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

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

K. Acknowledgment of Funding:

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

L. Client Fees and Third Party Revenue:

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

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

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

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

N. Patients' Rights:

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

O. Under-Utilization Reports:

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

P. Quality Improvement:

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

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

Q. Working Trial Balance with Year-End Cost Report

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

R. Harm Reduction

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

S. Compliance with Behavioral Health Services Policies and Procedures

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

T. Fire Clearance



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

U. Clinics to Remain Open:

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

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

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

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

V. Compliance with Grant Award Notices:

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

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

**2. Description of Services**

Contractor agrees to perform the following Services:

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

Detailed description of services are listed below and are attached hereto

Appendix A-1 – Outpatient Mental Health Program

A-2 Early Childhood Mental Health Services Program (Outpatient 0-5)  
A-3 ?? TVS

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

<b>Contractor Name:</b> A Better Way	<b>Appendix A- 1</b>
<b>Program Name:</b> Out Patient Services	<b>Contract Term:</b> 07/01/21 – 06/30/22
	<b>Funding Source:</b> SDMC FFP CYF, PSR-EPSDT 2011, MH CYF General Funds

**1. Identifiers:**

Program Name: A Better Way (July 2021 – June 2022)  
Outpatient Mental Health Program

Program Address: 2017 Mission Street, 2<sup>nd</sup> Floor  
City, State, ZIP: San Francisco, CA 94110  
Telephone/FAX: 415-710-1050/415-715-1051  
Website Address: www.abetterwayinc.net

Contractor Address: 3200 Adeline Street  
City, State, ZIP: Berkeley, CA 94703

Executive Director: David Channer  
Chief Program Officer: Warner Graham  
Program Director: Julie Barr  
Telephone: 510-601-0203  
Email Addresses: dchanner@abetterwayinc.net  
WGraham@abetterwayinc.net  
JBarr@abetterwayinc.net

Program Code(s): 38KYOP (A Better Way-SF Outpatient)

**2. Nature of Document:**

Original       Contract Amendment One

- 3. Goal Statement:** To provide behavioral health services to all ethnicities and populations in San Francisco with a special focus on helping to ameliorate the emotional and behavioral issues for children ages birth to 21 years within a system of care, which helps assure client permanency, safety, and well-being.
- 4. Target Population:** This program is designed to meet the unique needs of children from birth to 21 years with an open case with the San Francisco County Human Services Agency and their families, and who have full scope San Francisco County Medi-Cal coverage. Children birth to 18 years will be admitted into the program. Children may receive services until age 21 years.

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

**See Appendix B - DPH 2: Department of Public Health Cost Reporting/Data Collection (CRDC) – Section B-1**

<b>Contractor Name:</b> A Better Way	<b>Appendix A- 1</b>
<b>Program Name:</b> Out Patient Services	<b>Contract Term:</b> 07/01/21 – 06/30/22
	<b>Funding Source:</b> SDMC FFP CYF, PSR-EPSDT 2011, MH CYF General Funds

## 6. Methodology:

### Direct Client Services:

#### A. Outreach, recruitment, promotion, and advertisement:

A Better Way has an on-going collaboration with San Francisco Foster Care Mental Health (FCMH) and Human Services Agency (HSA) each serving as our primary source of referrals.

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

Criteria: Clients are eligible for services if they: 1) have an open case through Human Services Agency; 2) meet medical necessity and display behavioral health symptoms that can ameliorated by services; 3) have EPSDT/San Francisco full-scope Medi-Cal coverage.

Process: Protective Social Workers (PSW) from HSA refer children and their families to FCMH who in turn refer eligible clients for outpatient mental health services. Once we receive the complete referral paperwork packet from FCMH, we connect with the PSW and family to begin our services.

#### C. Service delivery model

Treatment Modalities: Within an overarching relationship-based framework, we utilize Evidence Based Practices (EBPs) and Outcome Informed Practices as indicated by client need. Interventions include: Trauma Focuses Cognitive Behavioral Therapy; Safety Organized Practice; Child Parent Psychotherapy; Motivational Interviewing; Cognitive Behavioral Therapy; Attachment, Regulation and Competency; Neurosequential Model of Therapeutics; and evidence-based element from these and other EBPs.

#### Phases of Treatment:

Engagement Phase: Clients and families will engage in a 60 day EPSDT and medical necessity assessment through clinical interviews, behavioral observations, and any indicated standardized assessment tools (including CANS). During the 60 day period, clinicians will work with the client and family to obtain information, build rapport, and establish medical necessity. During the initial 60 day assessment period, the clinician will also work with the client and family to create agreed upon treatment plan goals and objectives. Clinicians will work with Protective Social Workers (PSW) to gather information on safety concerns and permanency planning issues that may be relevant to the mental health needs of the client.

<b>Contractor Name:</b> A Better Way	<b>Appendix A- 1</b>
<b>Program Name:</b> Out Patient Services	<b>Contract Term:</b> 07/01/21 – 06/30/22
	<b>Funding Source:</b> SDMC FFP CYF, PSR-EPSDT 2011, MH CYF General Funds

Service Delivery Phase: Based on CANS assessment and clinical formulation, treatment providers will provide services including individual therapy, dyadic therapy, family collateral sessions, parent collateral sessions, case management, plan development, individual rehabilitation and crisis intervention. Ongoing collaboration with members of the child’s support team (biological family, foster parents, Human Service Agency workers, attorneys, etc.) will take place to develop progressive, permanency-informed treatment goals.

Hours of Operation: Open 9:00 am-5:00 pm Monday –Friday. After 5:00 pm appointments are available as needed.

Length of Stay: Average length of treatment will be six to twelve months depending on the needs of the client and family.

Location of Service Delivery: Locations are dependent on the need of the family and client. Locations include: A Better Way’s San Francisco Offices, other A Better Way offices (e.g. Oakland, Berkeley, Fairfield) and surrounding Bay Area community locations (client’s home, foster home, school, and community spaces, such as parks, Family Resource Centers, community recreation centers, public libraries, and churches).

Frequency and Duration of Services: Maximum frequency and duration of services will be determined by the level of medical necessity. Within these limits and the EPSDT standards, the actual frequency and duration of services will be determined through collaborative treatment planning with the client and family and with respect to input from the PSW.

Strategies for Service Delivery: Services will be Evidence-based and Outcomes Informed as indicated by client needs.

#### D. Discharge Planning and exit criteria and process

Exit criteria: There is no specific criterion needed for clients to be discharged. However, termination of services will take place if there is lack of medical necessity (e.g. through successful completion of treatment goals and amelioration of emotional and behavioral issues) or if eligibility criteria are no longer in place (e.g. child placed out of county with discontinuation of San Francisco County full-scope coverage: case with Human Services Agency closes and there is no clear significant clinical need for ongoing services).

<b>Contractor Name:</b> A Better Way	<b>Appendix A- 1</b>
<b>Program Name:</b> Out Patient Services	<b>Contract Term:</b> 07/01/21 – 06/30/22
	<b>Funding Source:</b> SDMC FFP CYF, PSR-EPSDT 2011, MH CYF General Funds

Process: During the 12-month initial authorization period, the treatment team will collaborate with family and support team to determine treatment goals. Once treatment goals have been successfully completed and medical necessity is no longer met, termination will take place. After the initial authorization period, treatment will continue and be reauthorized on 3- or 6- month cycles. During the reauthorization cycles, once medical necessity is no longer met due to amelioration of emotional and behavioral issues, termination will also take place. The treatment team will collaborate with the family and PSW to ensure that clients are connected with ongoing support services, if appropriate.

E. Program staffing: Mental Health Services are provided by Licensed Marriage and Family Therapists, Marriage and Family Therapist Interns, Licensed Clinical Social Workers, Associate Social Workers, Licensed Psychologists, Waivered Psychologists, or other trained staff (e.g. Mental Health Rehabilitation Specialists) who are qualified to deliver EPSDT services to the target population. Staff also includes: licensed clinical supervisors; licensed program director; intake coordinator; office management; chief program officer; and quality assurance staff.

7. **Objectives and Measurements:** All objectives and corresponding measurements are contained in the CBHS document entitled *CBHS Performance Objectives FY 21-22*.

8. **Continuous Quality Improvement:** Our program’s CQI activities include the following:

Achievement of contract performance objectives and productivity: A Better Way monitors contract utilization and productivity in an ongoing manner. We have dashboards to help managers track contract fulfillment by comparing projected services to actual services on a weekly, monthly, and ‘year-to-date’ basis. We also have additional tools to help service providers and supervisors to adjust a provider’s time-management and caseload as needed. Our productivity projections are carefully calibrated to account for fluctuations caused by predictable factors such as the number of workdays in each month or summer/winter holidays/vacations. Productivity standards are clarified to all services providers and are managed as an ongoing part of supervision.

Documentation of quality and internal audits: Our service documentation goes through multiple levels of Quality Assurance and Internal Review.

- All providers are carefully trained in Medi-Cal documentation standards
- Our Electronic Health Records (Avatar and Exym) help reduce errors in entries
- Provider documentation is reviewed by a supervisor upon completion
- Our Quality Assurance conducts compliance reviews for all charts at the following intervals: 60 days post episode opening; semi-annual (6-8 months) post episode opening; annual post episode opening; after the first year at 3- or 6-month intervals, at discharge.

<b>Contractor Name:</b> A Better Way	<b>Appendix A- 1</b>
<b>Program Name:</b> Out Patient Services	<b>Contract Term:</b> 07/01/21 – 06/30/22
	<b>Funding Source:</b> SDMC FFP CYF, PSR-EPSDT 2011, MH CYF General Funds

- All charts are reviewed for clinical review outside of weekly clinical supervision at least twice time during the first year, then at 3- or 6-month intervals after the first year.
- Feedback and corrections from all chart reviews are shared with supervisors and clinicians to assure continuous quality improvement
- Reports on timeliness of notes are generated monthly and distributed to supervisors to share with supervisees.

Cultural humility of staff and services: A Better Way places a great deal of attention and training on our staff's understanding and ongoing practice of cultural humility. Assessment of staff cultural humility levels are monitored through regular supervision and periodic case presentations. A Better Way regularly seeks out trainings that target cultural humility.

Client satisfaction: A Better Way distributes client satisfaction surveys annually. We also strive to create an environment of trust such that clients feel safe in sharing their feedback directly to our treatment team.

Timely completion and use of outcome data, including CANS: A Better Way utilizes the CANS for all clients. As indicated we also administer standardized caregiver-report questionnaires for ll children (e.g. Child Behavior Checklist, Trauma Symptom Checklist for Young Children) and teacher reports if appropriate (e.g. Teacher Report Form). The treatment team also utilizes CANS ratings and dashboards as a collaborative tool and framework with families and children to discuss and monitor strengths and needs that influence treatment planning. Our CQI team (compromised of QA and clinical leadership) are engaged in ongoing efforts to broaden and improve the integration of CANS data into more aspects of our decision making.

## 9. Required Language: N/A

<b>Contractor Name:</b> A Better Way	<b>Appendix A-2</b>
<b>Program Name:</b> Outpatient 0-5	<b>Contract Term:</b> 07/01/21-06/30/22
	<b>Funding Source:</b> SDMC FFP CYF, PSR-EPSDT 2011, MH CYF General Funds

**1. Identifiers:**

Program Name: A Better Way (July 2021 – June 2022)  
Early Childhood Mental Health Program

Program Address: 2017 Mission Street, 2<sup>nd</sup> Floor  
City, State, ZIP: San Francisco, CA 94110  
Telephone/FAX: 415-710-1050/415-715-1051  
Website Address: www.abetterwayinc.net

Contractor Address: 3200 Adeline Street  
City, State, ZIP: Berkeley, CA 94703

Executive Director: David Channer  
Chief Program Officer: Warner Graham  
Program Director: Julie Barr  
Telephone: 510-601-0203  
Email Addresses: dchanner@abetterwayinc.net  
WGraham@abetterwayinc.net  
JBarr@abetterwayinc.net

Program Code(s): 38KY05 (A Better Way-SF Early Childhood Mental Health Services)

**2. Nature of Document:**

Original/Renewal       Amendment One

**3. Goal Statement:** Provide Behavioral health services to all ethnicities and populations, with a special focus, to help ameliorate emotional and behavioral symptoms and enhance the overall social-emotional and developmental functioning of children ages birth to 5 within a system of care. Our services aim to prevent severe and long-term consequences of emotional and behavioral problems

**4. Target Population:**

Services are specifically designed to address the unique needs of San Francisco County children ages birth to 5 years with full scope Medi-Cal who have been identified as having or at imminent risk for having emotional or behavioral disturbances.

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



<b>Contractor Name:</b> A Better Way	<b>Appendix A-2</b>
<b>Program Name:</b> Outpatient 0-5	<b>Contract Term:</b> 07/01/21-06/30/22
	<b>Funding Source:</b> SDMC FFP CYF, PSR-EPSDT 2011, MH CYF General Funds

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

**6. Methodology:**

Indirect Services (programs that do not provide direct client services): Describe how the program will deliver the purchased services. Not Applicable

Direct Client Services: Describe how services are delivered and what activities will be provided, addressing, how, what, and where for each section below:

**A. Outreach, recruitment, promotion, and advertisement**

Linkages have been established with community agencies that serve as referral sources for our Early Childhood Mental Health Services, including: Infant Parent Program; Child Trauma Research Program; Public Health Nursing; Zero to Three Programs; Wu Yee Child and family Services; Hamilton Family Center; Bayview Family Resource Center; Ashbury House; Golden Gate Regional Center; and Foster Care Mental Health Meetings with HSA representatives. Additional outreach activities include the development of relationships with preschools, childcare centers, pediatricians, WIC, Early Head Start, and other community agencies.

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

Criteria: Clients are eligible for services if they: 1) meet medical necessity and display behavioral health symptoms that can ameliorated by services; 2) are between birth and five years of age; and 3) have EPSDT/San Francisco full-scope Medi-Cal coverage.

Process: Clients are referred by community agencies to our intake coordinator. Our intake coordinator will assign a clinician to work with the family for the initial assessment period. Clients will be assessed within the first 60 days for EPSDT eligibility and medical necessity. Clients who do not meet eligibility criteria will be referred to other community agencies/resources.

**C. Service delivery model**

Treatment Modalities: Services will primarily involve dyadic (infant-carer/parent) therapy and other evidence based practices and outcome informed practices within an overarching relationship-based framework as indicated by client need. Interventions include: Safety Organized Practice; Attachment, Regulation, and Competencies (ARC), Neurosequential Model of Therapeutics (NMT), Child Parent Psychotherapy (CPP); along with additional attachment-based play therapy, child-specific developmental guidance, and parent support groups.

PHSAes of Treatment

- Engagement PHSAe: Clients and families will engage in a 60 day EPSDST and medical necessity assessment through clinical interview, behavioral observations, and any indicated

<b>Contractor Name:</b> A Better Way	<b>Appendix A-2</b>
<b>Program Name:</b> Outpatient 0-5	<b>Contract Term:</b> 07/01/21-06/30/22
	<b>Funding Source:</b> SDMC FFP CYF, PSR-EPSDT 2011, MH CYF General Funds

standardized assessment tools (including CANS, Ages and Stages Questionnaire). During the 60 day period, clinicians will work with the client and family to obtain information, build rapport, and establish medical necessity. During the initial 60 day assessment period, the clinician will also work with the client and family to create agreed upon treatment plan goals and objectives.

- **Service Delivery PHSaE:** Based on CANS assessment and clinical formulation, treatment providers will provide services including, but not limited to infant-caregiver/parent therapy, family collateral sessions, parental collateral, case management and plan development. Ongoing collaboration with members of the child’s support team (e.g. family members, child care providers) will take place to develop strengthen caregivers’ natural support system to enhance stability of care giving environment.

**Hours of Operation:** Open 9:00 am to 5:00 pm Monday-Friday. After 5:00 pm appointments are available as needed.

**Length of Stay:** Average length of treatment will be six to twelve months depending on the needs of the client and family

**Locations of Service Delivery:** Locations are dependent on the need of the family and client. Locations include A Better Way’s San Francisco Offices, other A Better Way offices (e.g. Oakland, Berkeley, Fairfield) and surrounding Bay Area community locations (client’s home, preschool, community spaces such as parks, Family Resource Centers, community recreation centers, public libraries, and churches).

**Frequency and Duration of Services:** Maximum frequency and duration of services will be determined by the level of medical necessity. Within these limits and EPSDT standards, the actual frequency and duration of services will be determined through collaborative treatment planning with the client and family.

**Strategies for Service Delivery:** Services will be Evidence-based and Outcomes Informed as indicated by parent needs.

#### D. Discharge Planning and exit criteria and process

**Exit Criteria:** There is no specific exit criteria needed in order for clients to be discharged. However, termination of services will take place if there is a lack of medical necessity (e.g. through successful completion of treatment goals and amelioration of mental health) or if eligibility criteria are no longer in place (e.g. discontinuation of San Francisco County full-scope Medi-Cal coverage).

<b>Contractor Name:</b> A Better Way	<b>Appendix A-2</b>
<b>Program Name:</b> Outpatient 0-5	<b>Contract Term:</b> 07/01/21-06/30/22
	<b>Funding Source:</b> SDMC FFP CYF, PSR-EPSDT 2011, MH CYF General Funds

Process: During the 12-month initial authorization period, the treatment team will collaborate with family and support team to determine treatment goals. Once treatment goals have been successfully completed and medical necessity is no longer met, termination will take place. After the initial authorization period, treatment will continue and be reauthorized on 3-to 6-month cycles depending on clinical need. During the reauthorization cycles, once medical necessity is no longer met to amelioration of emotional and behavioral issues, termination will also take place.

E. Program staffing: Mental Health Services are provided by licensed Marriage and Family Therapists and Marriage and Family Therapist Interns, Licensed Clinical Social Workers, Associate Social Workers, Licensed Psychologists, Waived Psychologists, or other trained staff (e.g. Mental Health Rehabilitation Specialists) who are qualified to deliver EPSDT services to the target population. Staff also includes: licensed clinical supervisors; licensed program director; intake coordinator; office management; chief program officer; and quality assurance staff.

7. **Objectives and Measurements:** All objective and corresponding measurements are contained in the CBHS document *entitled CBHS Performance Objectives FY 21-22*
8. **Continuous Quality Improvement:** Our program’s CQI activities include the following:

Achievement of contract performance objectives and productivity: We monitor contract utilization and productivity in an ongoing manner. We have dashboards to help managers track contract fulfillment by comparing projected services to actual services on a weekly, monthly, and ‘year to date’ basis. We also have additional tools to help service providers and supervisors to adjust a provider’s time-management and caseload as needed. Our productivity projections are carefully calibrated to account for fluctuations caused by predictable factors such as the varying number of workdays in each month and lulls due to summer/winter holiday vacations. Productivity standards are clarified to all service providers and are managed as an ongoing part of supervision.

Documentation of quality and internal audits: Our service documentation goes through multiple levels of Quality Assurance and Internal Reviews.

- All providers are carefully trained in Medi-Cal documentation standards
- Our Electronic Health Records (Avatar and Exym) help reduce errors in entries
- Providers documentation is reviewed by a supervisor upon completion
- Our Quality Assurance staff conduct compliance reviews for all charts at the following intervals: 60 days post episode opening; semi-annual (6-8 months post episode opening); annual post episode opening; after the first year at 3-or 6- month intervals, at discharge.
- All charts receive a clinical review outside of weekly supervision at least one time during the first year, then at 3- or 6- month intervals after the first year

<b>Contractor Name:</b> A Better Way	<b>Appendix A-2</b>
<b>Program Name:</b> Outpatient 0-5	<b>Contract Term:</b> 07/01/21-06/30/22
	<b>Funding Source:</b> SDMC FFP CYF, PSR-EPSDT 2011, MH CYF General Funds

- Feedback and corrections from all internal reviews are shared with supervisors and clinicians to assure continuous quality improvement
- Reports on timeliness of notes are generated monthly and distributed to supervisors to share with supervisees.

Cultural humility of staff and services: A Better Way places a great deal of attention and training on our staff's understanding and ongoing practice of cultural humility. Assessment of staff cultural humility levels are monitored through regular supervision and periodic case presentations. A Better Way regularly seeks out trainings that target cultural humility.

Client satisfaction: A Better Way distributes client satisfaction surveys annually. We also strive to create an environment of trust such that clients feel safe in sharing their feedback directly to our treatment team.

Timely completion and use of outcome data, including CANS: A Better Way utilizes the CANS for all clients. As indicated we also administer standardized caregiver-report questionnaires for ll children (e.g. Child Behavior Checklist, Trauma Symptom Checklist for Young Children) and teacher reports if appropriate (e.g. Teacher Report Form). The treatment team also utilizes CANS ratings and dashboards as a collaborative tool and framework with families and children to discuss and monitor strengths and needs that influence treatment planning. Our CQI team (compromised of QA and clinical leadership) are engaged in ongoing efforts to broaden and improve the integration of CANS data into more aspects of our decision making.

## 9. Required Language: N/A

<b>Contractor Name:</b> A Better Way	<b>Appendix A- 3</b>
<b>Program Name:</b> Therapeutic Visitation Services Program	<b>Contract Term:</b> 07/1/21– 06/30/22
	<b>Funding Source:</b> SDMC FFP CYF, PSR-EPSDT 2011, MH WO HSA GF Match, MH WO HSA CH CWS, MH CYF General Funds

**1. Identifiers:**

Program Name: **A Better Way (July 2021 – June 2022)**

**Therapeutic Visitation Program**

Program Address: 2017 Mission Street, 2<sup>nd</sup> Floor

City, State, ZIP: San Francisco, CA 94110

Telephone/FAX: 415-710-1050/415-715-1051

Website Address: www.abetterwayinc.net

Contractor Address: 3200 Adeline Street

City, State, ZIP: Berkeley, CA 94703

Executive Director: David Channer

Chief Program Officer: Warner Graham

Program Director: Julie Barr

Telephone: 510-601-0203

Email Addresses: dchanneri@abetterwayinc.net

WGraham@abetterwayinc.net

JBarr@abetterwayinc.net

Program Code(s) **38KY01** (A Better Way-SF Therapeutic Visitation)

**2. Nature of Document:**

Original/Renewal       Amendment One

**3. Goal Statement:**

The goal of this program is to increase the protective capacities within families of all ethnicities and populations, with a special focus on children/youth attempting to reunify following removal by Child Protective Services.

**4. Target Population:**

The program provides behavioral health services serves with a special emphasis on full scope Medi-Cal San Francisco County children ages birth to eighteen who have behavioral health needs and been removed from their parents by Children Protective Services and are attempting to reunify.

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

**See Appendix B - DPH 2: Department of Public Health Cost Reporting/Data Collection (CRDC) – Section B-3**

<b>Contractor Name:</b> A Better Way	<b>Appendix A- 3</b>
<b>Program Name:</b> Therapeutic Visitation Services Program	<b>Contract Term:</b> 07/1/21– 06/30/22
	<b>Funding Source:</b> SDMC FFP CYF, PSR-EPSDT 2011, MH WO HSA GF Match, MH WO HSA CH CWS, MH CYF General Funds

## 6. Methodology:

### Direct Client Services:

#### A. Outreach, recruitment, promotion, and advertisement:

Collaboration with San Francisco Foster Care Mental Health (FCMH) and Human Services Agency (HAS) will be ongoing, and serve as A Better Way’s primary referral sources.

#### B. Admission, enrollment and/or intake criteria and process:

Criteria: Clients are eligible for services if they: 1) have an open case through Human Services Agency and have been removed from their family or origin; 2) meet medical necessity and display behavioral health symptoms that can be ameliorated by services; 3) demonstrate clinical need for therapeutic visitation versus a lower level of supervised visitation; and 4) have EPSDT/San Francisco full-scope Medi-Cal coverage.

Process: Protective Social Workers (PSW) from HSA refers children and their families to FCMH who in turn refer eligible clients for therapeutic visitation services. Once we receive the complete referral paperwork packet and court orders clarifying consenting rights from FCMH, we connect with the PSW and family to begin our services.

#### C. Service delivery model:

Treatment Modalities: Within an overarching relationship-based framework, we utilize Evidence Based Practices (EBPs) and Outcome Informed Practices as indicated by client need. Interventions include: Safety Organized Practice; Child Parent Psychotherapy; Attachment, Regulation, and Competencies; Neurosequential Model of Therapeutics; and evidence-based elements from these and other EBPs that will help parents to increase their protective capacity for their child.

#### Phase of Treatment:

##### Engagement Phase

Clients and families will engage in a 60 day EPSDT and medical necessity assessment through clinical interviews, behavioral observations, and indicated standardized assessment tools (including CANS). During the 60 day period, clinicians will work with the client and family to obtain information, build rapport, and establish medical necessity. During the initial 60 day assessment period, the clinician will also work with the client and family to create agreed upon treatment plan goals and objectives. Clinicians will work with

<b>Contractor Name:</b> A Better Way	<b>Appendix A- 3</b>
<b>Program Name:</b> Therapeutic Visitation Services Program	<b>Contract Term:</b> 07/1/21– 06/30/22
	<b>Funding Source:</b> SDMC FFP CYF, PSR-EPSDT 2011, MH WO HSA GF Match, MH WO HSA CH CWS, MH CYF General Funds

Protective Social Workers (PSW) to gather information on safety concerns and permanency planning issues that may be relevant to the mental health needs of the client/

<b>Contractor Name:</b> A Better Way	<b>Appendix A- 3</b>
<b>Program Name:</b> Therapeutic Visitation Services Program	<b>Contract Term:</b> 07/1/21– 06/30/22
	<b>Funding Source:</b> SDMC FFP CYF, PSR-EPSDT 2011, MH WO HSA GF Match, MH WO HSA CH CWS, MH CYF General Funds

### Service Delivery Phase

Based on CANS assessment and clinical formulation, treatment providers will provide services including dyadic therapy, family collateral sessions, individual collateral sessions, case management, plan development, individual rehabilitation, and crisis intervention. The clinician will also maintain ongoing collaboration with members of the treatment team (parents, foster parents, Human Service Agency workers, attorneys, etc.) in order to:

- Manage risk and assure safety
- Develop progressive family treatment goals that allow for ongoing development and assessment of protective capacities within the family system
- Provide objective information to the PSW regarding the client’s needs and the family’s protective capacities.

### Hours of Operation:

Open 9:00 am to 5:00 pm. Monday through Friday. After 5:00 pm appointments are available as needed.

### Length of Stay:

Length of treatment will depend on the needs of the client and family as well as review hearings with the Juvenile Dependency Court every 6 months that determine reunification/permanency planning.

### Locations of Services Delivery:

Locations are dependent on the need of the family and client as well as the parameters determined to be appropriate by PSW. Locations include A Better Way’s San Francisco determined to be appropriate by PSW. Locations include A Better Way’s San Francisco Offices, other A Better Way offices (e.g. Berkeley, Oakland, Fairfield), and surrounding Bay Area community locations (school and community spaces such as parks, Family Resource Centers, community recreation centers, public libraries, and churches).

### Frequency and Duration of Services:

Maximum frequency and duration of services will be determined by the level of medical necessity. Within these limits and EPSDT standards, the actual frequency and duration of services will be determined through collaborative treatment planning with the client and family and with respect to input from the PSW and Juvenile Dependency Court.

### Strategies for Service Delivery:

Services will be Evidence-Based and Outcomes Informed as indicated by client needs.



<b>Contractor Name:</b> A Better Way	<b>Appendix A- 3</b>
<b>Program Name:</b> Therapeutic Visitation Services Program	<b>Contract Term:</b> 07/1/21– 06/30/22
	<b>Funding Source:</b> SDMC FFP CYF, PSR-EPSDT 2011, MH WO HSA GF Match, MH WO HSA CH CWS, MH CYF General Funds

**D. Discharge planning and exit criteria and process:**

Exit Criteria: There is no specific exit criteria needed in order for clients to be discharged. However, termination of services will take place if there is a lack of medical necessity (e.g. through successful completion of treatment goals and amelioration of mental health issues) or if eligibility criteria are no longer in place (e.g. child placed out of county with discontinuation of San Francisco County full-scope Medi-Cal coverage). Termination of services will also be determined dependent on reunification/permanency planning.

Process: During the 12-month initial authorization period, the treatment team will collaborate with family and support team to determine treatment goals. Once treatment goals have been successfully completed and medical necessity is no longer met, termination will take place. After the initial authorization period, treatment will continue and be reauthorized on 3-or 6-month cycles. During the reauthorization cycles, once medical necessity is no longer met due to amelioration of medical health, termination will also take place. The treatment team will collaborate with the family and PSW to assure that clients are connected with ongoing support services, if available.

**E. Program staffing**

Mental Health Services are provided by Licensed Marriage and Family therapists, Marriage and Family Therapist Interns, Licensed Clinical Social Workers, Associate Social Workers, Licensed Psychologists, Waived Psychologists, or other trained staff (e.g. Mental Health Rehabilitation Specialists) who are qualified to deliver EPSDT services to the target population. Staff also includes: licensed clinical supervisors; licensed program director; intake coordinator; office manager; chief program officer; and quality assurance staff.

**7. Objectives and Measurements:**

All objective and corresponding measurements are contained in the CBHS document *entitled CBHS Performance Objectives FY 21-22*

**8. Continuous Quality Improvement:**

Our program's CQI activities include the following:

Achievement of contract performance objective and productivity: A Better Way monitors contract utilization and productivity in an ongoing manner. We have dashboards to help managers track contract fulfillment by comparing projected serviced to actual services on a weekly, monthly, and 'year-to-date' basis. We also have additional tools to help service providers and supervisors to adjust a provider's time-management and caseload as needed. Our productivity projections are carefully calibrated to account for

<b>Contractor Name:</b> A Better Way	<b>Appendix A- 3</b>
<b>Program Name:</b> Therapeutic Visitation Services Program	<b>Contract Term:</b> 07/1/21– 06/30/22
	<b>Funding Source:</b> SDMC FFP CYF, PSR-EPSDT 2011, MH WO HSA GF Match, MH WO HSA CH CWS, MH CYF General Funds

fluctuations caused by predictable factors such as the number of workdays in each month and summer/winter vacations/holidays. Productivity standards are clarified to all service providers and are managed as an ongoing part of supervision.

Documentation of quality and internal audits: Our service documentation goes through multiple levels of Quality Assurance and internal reviews.

- All providers are carefully trained in Medi-Cal documentation standards.
- Our Electronic Health Records (Avatar and Exym) help reduce errors in entries.
- Provider documentation is reviewed by a supervisor upon completion.
- Our Quality Assurance conducts compliance reviews for all charts at the following intervals: 60 days post episode opening; annual post episode opening; after the first year at 3- or 6- month interviews; at discharge.
- All charts are reviewed for clinical review outside of weekly clinical supervision at least one time during the first year, then at 3- or 6- month intervals after the first year.
- Feedback and corrections from all interview reviews are shared with supervisors and clinicians to assure continuous quality improvement.
- Reports on timeliness of notes are generated monthly and distributed to supervisor to share with supervisees.

Cultural humility of staff and services: A Better Way places a great deal of attention and training on our staff's understanding and ongoing practice of cultural humility. Assessment of staff cultural humility levels are monitored through regular supervision and periodic case presentations. A Better Way regularly seeks out trainings that target cultural humility.

Client satisfaction: A Better Way distributes client satisfaction surveys annually. We also strive to create an environment of trust such that clients feel safe in sharing their feedback directly to our treatment team.

Timely completion and use of outcome data, including CANS: A Better Way utilizes the CANS for all clients. As indicated we also administer standardized caregiver-report questionnaires for ll children (e.g. Child Behavior Checklist, Trauma Symptom Checklist for Young Children) and teacher reports if appropriate (e.g. Teacher Report Form). The treatment team also utilizes CANS ratings and dashboards as a collaborative tool and framework with families and children to discuss and monitor strengths and needs that influence treatment planning. Our CQI team (compromised of QA and clinical leadership) are engaged in ongoing efforts to broaden and improve the integration of CANS data into more aspects of our decision making.

<b>Contractor Name:</b> A Better Way	<b>Appendix A- 3</b>
<b>Program Name:</b> Therapeutic Visitation Services Program	<b>Contract Term:</b> 07/1/21– 06/30/22
	<b>Funding Source:</b> SDMC FFP CYF, PSR-EPSDT 2011, MH WO HSA GF Match, MH WO HSA CH CWS, MH CYF General Funds

**9. Required Language:** N/A

## Appendix B Calculation of Charges

### 1. Method of Payment

A. Invoices furnished by CONTRACTOR under this Agreement must be in a form acceptable to the Contract Administrator and the CONTROLLER and must include the Contract Progress Payment Authorization number or Contract Purchase Number. All amounts paid by CITY to CONTRACTOR shall be subject to audit by CITY. The CITY shall make monthly payments as described below. Such payments shall not exceed those amounts stated in and shall be in accordance with the provisions of Section 3.3.1 COMPENSATION, of this Agreement.

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

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

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

(2) Cost Reimbursement (Monthly Reimbursement for Actual Expenditures within Budget):

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

### B. Final Closing Invoice

(1) Fee For Service Reimbursement:

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

(2) Cost Reimbursement:

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

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

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

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

## 2. Program Budgets and Final Invoice

### A. Program are listed below:

Budget Summary

Appendix B-1 – Outpatient Mental Health Program

Appendix B-2 Early Childhood Mental Health Services Program (Outpatient 0-5)

Appendix B-3 ?? TVS

### B. Compensation

Compensation shall be made in monthly payments on or before the 30<sup>th</sup> day after the DIRECTOR, in his or her sole discretion, has approved the invoice submitted by CONTRACTOR. The breakdown of costs and sources of revenue associated with this Agreement appears in Appendix B, Cost Reporting/Data Collection (CR/DC) and Program Budget, attached hereto and incorporated by reference as though fully set forth herein. The maximum dollar obligation of the CITY under the terms of this Agreement shall not exceed **Nine Million Seven Hundred Eighty Thousand Twenty-Seven Dollars (\$9,780,027) for the period of July 1, 2017 through December 31, 2023.**

CONTRACTOR understands that, of this maximum dollar obligation, **\$213,872** is included as a contingency amount and is neither to be used in Appendix B, Budget, or available to CONTRACTOR without a modification to this Agreement executed in the same manner as this Agreement or a revision to Appendix B, Budget, which has been approved by the Director of Health. CONTRACTOR further understands that no payment of any portion of this contingency amount will be made unless and until such modification or budget revision has been fully approved and executed in accordance with applicable CITY and Department of Public Health laws, regulations and policies/procedures and certification as to the availability of funds by the Controller. CONTRACTOR agrees to fully comply with these laws, regulations, and policies/procedures.

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

(2) CONTRACTOR understands that, of the maximum dollar obligation stated above, the total amount to be used in Appendix B, Budget and available to CONTRACTOR for the entire term of the contract is as follows, notwithstanding that

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

July 1, 2017 through June 30, 2018	\$	1,021,764
July 1, 2018 through June 30, 2019	\$	1,378,605
July 1, 2019 through June 30, 2020	\$	1,469,272
July 1, 2020 through June 30, 2021	\$	1,872,041
One-Time Allocation of 3% CODB in FY2020-21- Payment By Direct Voucher (DV)	\$	56,161
July 1, 2021 through June 30, 2022	\$	1,986,048
July 1, 2022 through June 30, 2023	\$	1,176,412
July 1, 2023 through Dec 31, 2023	\$	605,852
<b>Subtotal - July 1, 2017 through December 31, 2023</b>	<b>\$</b>	<b>9,566,155</b>
Contingency	\$	213,872
<b>TOTAL - July 1, 2017 through December 31, 2023</b>	<b>\$</b>	<b>9,780,027</b>

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

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

### 3. Services of Attorneys

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

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

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

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

### 5. Reports and Services

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

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

DHCS Legal Entity Number: <u>00765</u>				Appendix Number: <u>B</u>			
Legal Entity Name/Contractor Name: <u>A Better Way, Inc</u>				Page Number: <u>1</u>			
Contract ID Number: <u>1000007166</u>				Fiscal Year: <u>2021-22</u>			
				Funding Notification Date: <u>08/10/2021</u>			
Appendix Number	<b>B-1</b>	<b>B-2</b>	<b>B-3</b>				
Provider Number	38KY	38KY	38KY				
Program Name	Outpatient	0-5	TVS				
Program Code	38KYOP	38KY05	38KY01				
Funding Term	07/01/21-06/30/22	07/01/21-06/30/22	07/01/21-06/30/22				
<b>FUNDING USES</b>							<b>TOTAL</b>
Salaries	\$ 436,881	\$ 74,260	\$ 377,667				\$ 888,808
Employee Benefits	\$ 113,589	\$ 19,308	\$ 98,193				\$ 231,090
<b>Subtotal Salaries &amp; Employee Benefits</b>	<b>\$ 550,470</b>	<b>\$ 93,568</b>	<b>\$ 475,860</b>				<b>\$ 1,119,898</b>
Operating Expenses	\$ 305,858	\$ 51,989	\$ 264,404				\$ 622,251
Capital Expenses							\$ -
<b>Subtotal Direct Expenses</b>	<b>\$ 856,328</b>	<b>\$ 145,557</b>	<b>\$ 740,264</b>				<b>\$ 1,742,149</b>
Indirect Expenses	\$ 119,886	\$ 20,377	\$ 103,636				\$ 243,899
Indirect %	<b>14.0%</b>	<b>14.0%</b>	<b>14.0%</b>				<b>14.0%</b>
<b>TOTAL FUNDING USES</b>	<b>\$ 976,214</b>	<b>\$ 165,934</b>	<b>\$ 843,900</b>				<b>\$ 1,986,048</b>
							<b>26.0%</b>
<b>BHS MENTAL HEALTH FUNDING SOURCES</b>							
MH FED SDMC FFP (50%) CYF	\$ 408,850	\$ 69,500	\$ 189,938				\$ 668,288
MH STATE CYF 2011 PSR-EPSDT	\$ 408,850	\$ 69,500	\$ 93,766				\$ 572,116
MH CYF COUNTY General Fund	\$ 158,514	\$ 26,934	\$ 215,331				\$ 400,779
MH WO HSA MH HSA GF Matches	\$ -	\$ -	\$ 96,172				\$ 96,172
MH WO HSA MH CH CWS Non-IVE Overmatch	\$ -	\$ -	\$ 228,896				\$ 228,896
MH CYF County WO CODB	\$ -	\$ -	\$ 19,797				\$ 19,797
<b>TOTAL BHS MENTAL HEALTH FUNDING SOURCES</b>	<b>\$ 976,214</b>	<b>\$ 165,934</b>	<b>\$ 843,900</b>				<b>\$ 1,986,048</b>
<b>TOTAL DPH FUNDING SOURCES</b>	<b>\$ 976,214</b>	<b>\$ 165,934</b>	<b>\$ 843,900</b>				<b>\$ 1,986,048</b>
<b>TOTAL FUNDING SOURCES (DPH AND NON-DPH)</b>	<b>\$ 976,214</b>	<b>\$ 165,934</b>	<b>\$ 843,900</b>				<b>\$ 1,986,048</b>
Prepared By	Sushma Agarwal			Phone Number	925-4875585		



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

DHCS Legal Entity Number: 00765		Appendix Number: B-1	
Provider Name: _____		Page Number: 2	
Provider Number: 38KY		Fiscal Year: 2021-22	
Contract ID Number: 1000007166		Funding Notification Date: 08/10/2021	
Program Name	Outpatient	Outpatient	
Program Code	38KYOP	38KYOP	
Mode/SFC (MH) or Modality (SUD)	15/01-09	15/10-57, 59	
Service Description	OP-Case Mgt Brokerage	OP-MH Svcs	
Funding Term (mm/dd/yy-mm/dd/yy):	07/01/21-06/30/22	07/01/21-06/30/22	
<b>FUNDING USES</b>			<b>TOTAL</b>
Salaries & Employee Benefits	55,047	495,423	\$ 550,470
Operating Expenses	30,586	275,272	\$ 305,858
Capital Expenses	-		\$ -
<b>Subtotal Direct Expenses</b>	<b>\$ 85,633</b>	<b>\$ 770,695</b>	<b>\$ 856,328</b>
Indirect Expenses	11,989	107,897	\$ 119,886
<b>Indirect %</b>	<b>14.0%</b>	<b>14.0%</b>	
<b>TOTAL FUNDING USES</b>	<b>\$ 97,621</b>	<b>\$ 878,593</b>	<b>\$ 976,214</b>
<b>BHS MENTAL HEALTH FUNDING SOURCES</b>	<b>Dept-Auth-Proj-Activity</b>		
MH FED SDMC FFP (50%) CYF	251962-10000-1001670-0001	40,885	367,965
MH STATE CYF 2011 PSR-EPST	251962-10000-1001670-0001	40,885	367,965
MH CYF County General Fund	251962-10000-1001670-0001	15,851	142,663
			\$ -
This row left blank for funding sources not in drop-down list			\$ -
<b>TOTAL BHS MENTAL HEALTH FUNDING SOURCES</b>		<b>\$ 97,621</b>	<b>\$ 878,593</b>
<b>TOTAL DPH FUNDING SOURCES</b>		<b>\$ 97,621</b>	<b>\$ 878,593</b>
<b>TOTAL FUNDING SOURCES (DPH AND NON-DPH)</b>		<b>97,621</b>	<b>878,593</b>
<b>BHS UNITS OF SERVICE AND UNIT COST</b>			
Number of Beds Purchased			
SUD Only - Number of Outpatient Group Counseling Sessions			
SUD Only - Licensed Capacity for Narcotic Treatment Programs			
Payment Method	Cost Reimbursement (CR)	Cost Reimbursement (CR)	
DPH Units of Service	38,283	209,189	
Unit Type	Staff Minute	Staff Minute	0
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only)	\$ 2.55	\$ 4.20	\$ -
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)	\$ 2.55	\$ 4.20	\$ -
Published Rate (Medi-Cal Providers Only)	\$ 3.06	\$ 4.50	
Unduplicated Clients (UDC)	8	72	80

**Appendix B - DPH 3: Salaries & Employee Benefits Detail**

Contract ID Number: 100007166  
 Program Name: Outpatient  
 Program Code: 38KYOP

Appendix Number: B-1  
 Page Number: 3  
 Fiscal Year: 2021-22  
 Funding Notification Date: 08/10/2021

	TOTAL		251962-10000-1001670-0001			
Funding Term	07/01/20-06/30/21		07/01/21-06/30/22			
Position Title	FTE	Salaries	FTE	Salaries		
Regional Mental Health Director	0.000	\$ 16,567	0.000	\$ 16,567		
Program Manager	0.050	\$ 4,748	0.050	\$ 4,748		
Clinical Supervisors	0.740	\$ 64,363	0.740	\$ 64,363		
Service Coordinator	0.490	\$ 26,838	0.490	\$ 26,838		
Clinicians	4.180	\$ 267,076	4.180	\$ 267,076		
Parent Partners	0.91	\$ 48,257	0.91	\$ 48,257.00		
QA Clinician	0.12	\$ 9,032	0.12	\$ 9,032.00		
		\$ -				
<b>Totals:</b>	6.5	\$ 436,881	\$ 6.5	\$ 436,881		
<b>Employee Benefits:</b>	26.00%	\$ 113,589	\$ 0	\$ 113,589		
<b>TOTAL SALARIES &amp; BENEFITS</b>		<b>\$ 550,470</b>		<b>\$ 550,470</b>		

## Appendix B - DPH 4: Operating Expenses Detail

Contract ID Number: 1000007166  
 Program Name: Outpatient  
 Program Code: 38KYOP

Appendix Number: B-1  
 Page Number: 4  
 Fiscal Year: 2021-22  
 Funding Notification Date: 08/10/2021

Expense Categories & Line Items	TOTAL	251962-10000-1001670-0001		
<b>Funding Term</b>	07/01/21-06/30/22	07/01/21-06/30/22		
Rent	\$ 88,476	\$ 88,476		
Utilities (telephone, electricity, water, gas)	\$ 19,661	\$ 19,661		
Building Repair/Maintenance	\$ 10,224	\$ 10,224		
<b>Occupancy Total:</b>	<b>\$ 118,361</b>	<b>\$ 118,361</b>		
Office Supplies	\$ 8,798	\$ 8,798		
Photocopying	\$ 492	\$ 492		
Program Supplies	\$ 4,915	\$ 4,915		
Postage and delivery	\$ 492	\$ 492		
Small Equipments and furniture	\$ 492	\$ 492		
Dues and subscriptions	\$ 492	\$ 492		
<b>Materials &amp; Supplies Total:</b>	<b>\$ 15,681</b>	<b>\$ 15,681</b>		
Training/Staff Development	\$ 19,661	\$ 19,661		
Insurance	\$ 871	\$ 871		
Taxes, licenses, and fees	\$ 7,373	\$ 7,373		
Meeting	\$ 1,475	\$ 1,475		
Equipment Lease & Maintenance	\$ 5,326	\$ 5,326		
<b>General Operating Total:</b>	<b>\$ 34,706</b>	<b>\$ 34,706</b>		
Local Travel ( 32,628 miles @58 cents , based upon previous year's experience)	\$ 18,924	\$ 18,924		
<b>Staff Travel Total:</b>	<b>\$ 18,924</b>	<b>\$ 18,924</b>		
Other (provide detail):	\$ -	\$ -		
Quality assurance allocation	\$ 52,426	\$ 52,426		
Facility and IT allocation	\$ 52,426	\$ 52,426		
Chief program officer allocation	\$ 13,334	\$ 13,334		
<b>Other Total:</b>	<b>\$ 118,186</b>	<b>\$ 118,186</b>		
<b>TOTAL OPERATING EXPENSE</b>	<b>\$ 305,858</b>	<b>\$ 305,858</b>	<b>\$ -</b>	<b>\$ -</b>

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

DHCS Legal Entity Number: 00765		Appendix Number: B-2	
Provider Name: A Better Way, Inc		Page Number: 5	
Provider Number: 38KY		Fiscal Year: 2021-22	
Contract ID Number: 1000007166		Funding Notification Date: 08/10/2021	
Program Name	0-5	0-5	
Program Code	38KY05	38KY05	
Mode/SFC (MH) or Modality (SUD)	15/01-09	15/10-57, 59	
Service Description	OP-Case Mgt Brokerage	OP-MH Svcs	
Funding Term (mm/dd/yy-mm/dd/yy):	07/01/21-06/30/22	07/01/21-06/30/22	
<b>FUNDING USES</b>			<b>TOTAL</b>
Salaries & Employee Benefits	9,357	84,211	\$ 93,568
Operating Expenses	5,199	46,790	\$ 51,989
Capital Expenses	-		\$ -
<b>Subtotal Direct Expenses</b>	<b>\$ 14,556</b>	<b>\$ 131,001</b>	<b>\$ 145,557</b>
Indirect Expenses	2,038	18,339	\$ 20,377
<b>Indirect %</b>	<b>14.0%</b>	<b>14.0%</b>	<b>14.0%</b>
<b>TOTAL FUNDING USES</b>	<b>\$ 16,593</b>	<b>\$ 149,341</b>	<b>\$ 165,934</b>
<b>BHS MENTAL HEALTH FUNDING SOURCES</b>	<b>Dept-Auth-Proj-Activity</b>		
MH FED SDMC FFP (50%) CYF	251962-10000-1001670-0001	6,950	62,550
MH STATE CYF 2011 PSR-EPST	251962-10000-1001670-0001	6,950	62,550
MH CYF County General Fund	251962-10000-1001670-0001	2,693	24,241
			\$ -
This row left blank for funding sources not in drop-down list			
			\$ -
<b>TOTAL BHS MENTAL HEALTH FUNDING SOURCES</b>		<b>\$ 16,593</b>	<b>\$ 149,341</b>
<b>TOTAL DPH FUNDING SOURCES</b>		<b>\$ 16,593</b>	<b>\$ 149,341</b>
<b>TOTAL FUNDING SOURCES (DPH AND NON-DPH)</b>		<b>16,593</b>	<b>149,341</b>
<b>BHS UNITS OF SERVICE AND UNIT COST</b>			
Number of Beds Purchased			
SUD Only - Number of Outpatient Group Counseling Sessions			
SUD Only - Licensed Capacity for Narcotic Treatment Programs			
Payment Method	Cost Reimbursement (CR)	Cost Reimbursement (CR)	
DPH Units of Service	6,507	35,557	
Unit Type	Staff Minute	Staff Minute	
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only)	\$ 2.55	\$ 4.20	
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)	\$ 2.55	\$ 4.20	
Published Rate (Medi-Cal Providers Only)	\$ 3.06	\$ 4.50	
			<b>Total UDC</b>
Unduplicated Clients (UDC)	2	8	10

**Appendix B - DPH 3: Salaries & Employee Benefits Detail**

Contract ID Number: 1000007166  
 Program Name: 0-5  
 Program Code: 38KYOP

Appendix Number: B-2  
 Page Number: 6  
 Fiscal Year: 2021-22  
 Funding Notification Date: 08/10/21

	TOTAL		251962-10000-1001670-0001			
Funding Term	07/01/21-06/30/22		07/01/21-06/30/22			
Position Title	FTE	Salaries	FTE	Salaries		
Regional Mental Health Director	0.00	\$ 2,816	0.00	\$ 2,816		
Program Manager	0.01	\$ 808	0.01	\$ 808		
Clinical Supervisors	0.13	\$ 10,940	0.13	\$ 10,940		
Service Coordinator	0.08	\$ 4,562	0.08	\$ 4,562		
Clinicians	0.71	\$ 45,397	0.71	\$ 45,397		
Parent Partners	0.15	\$ 8,202	0.15	\$ 8,202		
QA Clinician	0.02	\$ 1,535	0.02	\$ 1,535		
		\$ -				
<b>Totals:</b>	1.10	\$ 74,260	1.10	\$ 74,260		
<b>Employee Benefits:</b>	26.00%	\$ 19,308	26.00%	\$ 19,308		
<b>TOTAL SALARIES &amp; BENEFITS</b>		<b>\$ 93,568</b>		<b>\$ 93,568</b>		

**Appendix B - DPH 4: Operating Expenses Detail**

Contract ID Number: 1000007166  
 Program Name: 0-5  
 Program Code: 38KYOP

Appendix Number: B-2  
 Page Number: 7  
 Fiscal Year: 2021-22  
 Funding Notification Date: 08/10/21

Expense Categories & Line Items	TOTAL	251962-10000-1001670-0001		
<b>Funding Term</b>	07/01/21-06/30/22	07/01/21-06/30/22		
Rent	\$ 15,039	\$ 15,039		
Utilities (telephone, electricity, water, gas)	\$ 3,342	\$ 3,342		
Building Repair/Maintenance	\$ 1,738	\$ 1,738		
<b>Occupancy Total:</b>	<b>\$ 20,119</b>	<b>\$ 20,119</b>		
Office Supplies	\$ 1,496	\$ 1,496		
Photocopying	\$ 83	\$ 83		
Program Supplies	\$ 836	\$ 836		
Postage and delivery	\$ 83	\$ 83		
Small Equipments and furniture	\$ 84	\$ 84		
Dues and subscriptions	\$ 83	\$ 83		
<b>Materials &amp; Supplies Total:</b>	<b>\$ 2,665</b>	<b>\$ 2,665</b>		
Training/Staff Development	\$ 3,342	\$ 3,342		
Insurance	\$ 149	\$ 149		
Taxes, licenses, and fees	\$ 1,253	\$ 1,253		
Meeting	\$ 250	\$ 250		
Equipment Lease & Maintenance	\$ 905	\$ 905		
<b>General Operating Total:</b>	<b>\$ 5,899</b>	<b>\$ 5,899</b>		
Local Travel ( 5,547 miles @58 cents , based upon previous year's experience)	\$ 3,216	\$ 3,216		
	\$ -	\$ -		
	\$ -	\$ -		
<b>Staff Travel Total:</b>	<b>\$ 3,216</b>	<b>\$ 3,216</b>		
Other (provide detail):	\$ -	\$ -		
Quality assurance allocation	\$ 8,911	\$ 8,911		
Facility and IT allocation	\$ 8,911	\$ 8,911		
Chief program officer allocation	\$ 2,268	\$ 2,268		
<b>Other Total:</b>	<b>\$ 20,090</b>	<b>\$ 20,090</b>		
<b>TOTAL OPERATING EXPENSE</b>	<b>\$ 51,989</b>	<b>\$ 51,989</b>		

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

DHCS Legal Entity Number: 00765			Appendix Number: B-3		
Provider Name: A Better Way, Inc			Page Number: 8		
Provider Number: 38KY			Fiscal Year: 2021-22		
Contract ID Number: 100007166			Funding Notification Date: 08/10/2021		
Program Name	TVS	TVS	TVS	TVS	TVS
Program Code	38KY01	38KY01	38KY01	38KY01	38KY01
Mode/SFC (MH) or Modality (SUD)	15/01-09	15/10-57, 59	60/78	45/10-19	45/10-19
Service Description	OP-Case Mgt Brokerage	OP-MH Svcs	SS-Other Non-MediCal Client Support Exp	OS-MH Promotions	OS-MH Promotion
<b>Funding Term (mm/dd/yy-mm/dd/yy):</b>	07/01/21-06/30/22	07/01/21-06/30/22	07/01/21-06/30/22	07/01/21-06/30/22	07/01/21-06/30/22
<b>FUNDING USES</b>					<b>TOTAL</b>
Salaries & Employee Benefits	27,695	249,260	16,921	69,834	112,150
Operating Expenses	15,387	138,492	9,395	38,809	62,321
Capital Expenses		-			
<b>Subtotal Direct Expenses</b>	<b>43,082</b>	<b>387,752</b>	<b>26,316</b>	<b>108,643</b>	<b>174,471</b>
Indirect Expenses	6,033	54,286	3,684	15,208	24,425
<b>Indirect %</b>	<b>14%</b>	<b>14%</b>	<b>14%</b>	<b>14%</b>	<b>14%</b>
<b>TOTAL FUNDING USES</b>	<b>49,115</b>	<b>442,038</b>	<b>30,000</b>	<b>123,851</b>	<b>198,896</b>
<b>BHS MENTAL HEALTH FUNDING SOURCES</b>	<b>Dept-Auth-Proj-Activity</b>				
MH FED SDMC FFP (50%) CYF	251962-10000-001670-0001	18,994	170,944	-	
MH STATE CYF 2011 PSR-EPSDT	251962-10000-001670-0001	9,377	84,389	-	
MH CYF County General Fund	251962-10000-001670-0001	11,128	100,149	-	104,054
MH WO HSA MH HSA GF Matches	251962-10002-10001803-0006	9,617	86,555	-	
MH WO HSA MH CH CWS Non-IVE Overmatch	251962-10002-10001803-0002			30,000	
MH CYF County WO CODB	251962-10000-001670-0001			-	19,797
This row left blank for funding sources not in drop-down list					
<b>TOTAL BHS MENTAL HEALTH FUNDING SOURCES</b>		<b>\$ 49,115</b>	<b>\$ 442,038</b>	<b>\$ 30,000</b>	<b>\$ 123,851</b>
<b>TOTAL DPH FUNDING SOURCES</b>		<b>\$ 49,115</b>	<b>\$ 442,038</b>	<b>\$ 30,000</b>	<b>\$ 123,851</b>
<b>TOTAL FUNDING SOURCES (DPH AND NON-DPH)</b>		<b>49,115</b>	<b>442,038</b>	<b>30,000</b>	<b>123,851</b>
<b>BHS UNITS OF SERVICE AND UNIT COST</b>					
Number of Beds Purchased					
SUD Only - Number of Outpatient Group Counseling Sessions					
SUD Only - Licensed Capacity for Narcotic Treatment Programs					
Payment Method	Cost Reimbursement (CR)	Cost Reimbursement (CR)	Cost Reimbursement (CR)	Cost Reimbursement (CR)	Cost Reimbursement (CR)
DPH Units of Service	19,260	105,247	154	492	790
Unit Type	Staff Minute	Staff Minute	Staff Hour or Client Day, depending on contract.	Staff Hour	Staff Hour
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only)	\$ 2.55	\$ 4.20	\$ 194.51	\$ 251.91	\$ 251.91
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)	\$ 2.55	\$ 4.20	\$ 194.51	\$ 251.91	\$ 251.91
Published Rate (Medi-Cal Providers Only)	\$ 3.06	\$ 4.50	\$ 208.33	\$ 269.92	\$ 269.92
Unduplicated Clients (UDC)	1	8	1	0	0
					<b>Total UDC</b>
					10

**Appendix B - DPH 3: Salaries & Employee Benefits Detail**

Contract ID Number: 1000007166  
 Program Name: TVS  
 Program Code: 38KYOP

Appendix Number: B-3  
 Page Number: 9  
 Fiscal Year: 2021-22  
 Funding Notification Date: 08/10/2021

Position Title	TOTAL		251962-10000-1001670-0001		251962-10002-10001803-0006		251962-10002-10001803-0002		251962-10002-10001803-0002 (Mode 45)		251962-10000-1001670-0001 (Mode 45)		251962-10000-1001670-0001 (Mode 45)	
	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries
Regional Mental Health Director	0.13	\$ 14,322	0.06	6703	0.01	1,632	0.00	509	0.03	3,376	0.02	1,766	0.00	336
Program Manager	0.04	\$ 4,104	0.02	1924	0.00	468	0.00	149	0.01	963	0.00	504	0.00	96
Clinical Supervisors	0.63	\$ 55,639	0.29	26041	0.07	6,341	0.02	1977.92	0.15	13113.37	0.08	6860.36	0.01	1305.23
Service Coordinator	0.43	\$ 23,200	0.20	10859	0.05	2,644	0.02	825	0.10	5,468	0.05	2,861	0.01	544
Clinicians	3.61	\$ 230,878	1.69	108061	0.41	26,311	0.13	8207.54	0.85	54414.87	0.45	28467.6	0.08	5416.15
Parent Partners	0.79	\$ 41,716	0.37	19525	0.09	4,754	0.03	1,483	0.19	9,832	0.10	5,144	0.02	979
QA Clinician	0.11	\$ 7,808	0.05	3654	0.01	890	0.00	278	0.03	1,840	0.01	963	0.00	183
<b>Totals:</b>	<b>5.74</b>	<b>\$ 377,667</b>	<b>2.69</b>	<b>176767</b>	<b>0.65</b>	<b>43,039</b>	<b>0.20</b>	<b>13,429</b>	<b>1.35</b>	<b>89,007</b>	<b>0.71</b>	<b>46,565</b>	<b>0.13</b>	<b>8,860</b>
<b>Employee Benefits:</b>	26.00%	\$ 98,193	26.0%	45959	26.0%	11,190	26.0%	3,491	26.0%	23,142	26.0%	12,107	26.0%	2,304
<b>TOTAL SALARIES &amp; BENEFITS</b>		<b>\$ 475,860</b>		<b>222,726</b>		<b>54,230</b>		<b>16,920</b>		<b>112,149</b>		<b>58,672</b>		<b>11,163</b>
		<b>372251</b>	0.26000	45,959			3,491							
		96785												



**Appendix B - DPH 4: Operating Expenses Detail**

Contract ID Number: 1000007166  
 Program Name: TVS  
 Program Code: 38KYOP

Appendix Number: B-3  
 Page Number: 10  
 Fiscal Year: 2021-22  
 Funding Notification Date: 08/10/2021

Expense Categories & Line Items	TOTAL	251962-10000-1001670-0001	251962-10002-10001803-0006	251962-10002-10001803-0002	251962-10002-10001803-0002 (Mode 45)	251962-10000-1001670-0001 (Mode 45)	251962-10000-1001670-0001 (Mode 45)
Funding Term	07/01/21-06/30/22	07/01/21-06/30/22	07/01/21-06/30/22	07/01/21-06/30/22	07/01/21-06/30/22	07/01/21-06/30/22	07/01/21-06/30/22
Rent	\$ 76,485	35,800	8,716	2,721	\$ 18,024	\$ 9,430	1,794
Utilities (telephone, electricity, water, gas)	\$ 16,997	7,955	1,937	604	\$ 4,006	\$ 2,096	399
Building Repair/Maintenance	\$ 8,838	4,137	1,007	314	\$ 2,083	\$ 1,090	207
<b>Occupancy Total:</b>	<b>\$ 102,320</b>	<b>47,892</b>	<b>11,661</b>	<b>3,639</b>	<b>\$ 24,112</b>	<b>\$ 12,615</b>	<b>\$ 2,400</b>
Office Supplies	\$ 7,607	3,553	867	264	\$ 1,800	\$ 944	178
Photocopying	\$ 425	199	48	15	\$ 100	\$ 52	10
Program Supplies	\$ 4,249	1,989	484	151	\$ 1,001	\$ 524	100
Postage and delivery	\$ 425	199	48	15	\$ 100	\$ 52	10
Smal Equipments	\$ 424	198	48	15	\$ 100	\$ 52	10
Dues and subscriptions	\$ 425	199	48	15	\$ 100	\$ 52	10
<b>Materials &amp; Supplies Total:</b>	<b>\$ 13,555</b>	<b>6,337</b>	<b>1,545</b>	<b>475</b>	<b>3,202</b>	<b>1,677</b>	<b>318</b>
Training/Staff Development	\$ 16,997	7,955	1,937	604	\$ 4,005.97	\$ 2,095.75	399
Insurance	\$ 753	352	86	27	\$ 177.47	\$ 92.85	18
Taxes, licenses, and fees	\$ 6,374	2,983	726	227	\$ 1,502.27	\$ 785.92	150
Meeting	\$ 1,275	597	145	45	\$ 300.50	\$ 157.21	30
Equipment Lease & Maintenance	\$ 4,604	2,155	525	164	\$ 1,085.10	\$ 567.68	108
<b>General Operating Total:</b>	<b>\$ 30,003</b>	<b>14,043</b>	<b>3,419</b>	<b>1,067</b>	<b>7,071</b>	<b>3,699</b>	<b>704</b>
Local Travel ( 28,205 miles @58 cents , based upon previous year's experience)	\$ 16,359	7,656	1,864	582	\$ 3,856	\$ 2,017	384
	\$ -	-				\$ -	0
	\$ -	-				\$ -	0
<b>Staff Travel Total:</b>	<b>\$ 16,359</b>	<b>7,656</b>	<b>1,864</b>	<b>582</b>	<b>3,856</b>	<b>2,017</b>	<b>384</b>
Other (provide detail):	\$ -	-					
Quality assurance allocation	\$ 45,320	21,212	5,165	1,611	\$ 10,681.32	\$ 5,588.02	1,063
Facility and IT allocation	\$ 45,319	21,211	5,165	1,611	\$ 10,681.32	\$ 5,588.02	1,063
Chief program officer allocation	\$ 11,528	5,395	1,314	410	\$ 2,716.76	\$ 1,422.29	270
<b>Other Total:</b>	<b>\$ 102,167</b>	<b>47,818</b>	<b>11,643</b>	<b>3,632</b>	<b>24,079</b>	<b>12,598</b>	<b>2,397</b>
<b>TOTAL OPERATING EXPENSE</b>	<b>\$ 264,404</b>	<b>123,746</b>	<b>30,132</b>	<b>9,395</b>	<b>62,321</b>	<b>32,606</b>	<b>6,203</b>



**Appendix F**  
**Invoice**

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

Appendix F  
PAGE A

Contract ID#  
1000007166

INVOICE NUMBER:	M01JL21
Template Version	Amendment 1
	User Cd
Ct. PO No.: POHM	SFGOV-0000581360
Fund Source:	GF
Invoice Period:	July 2021
Final Invoice:	(Check if Yes)

**Contractor: A Better Way, Inc.**

Address: 3200 Adeline Street, Berkeley, CA 94703

Tel No.: (510) 207-8825  
Fax No.:



Funding Term: 07/01/2021 - 06/30/2022

PHP Division: Community Behavioral Health Services

Program/Exhibit	TOTAL CONTRACTED		DELIVERED THIS PERIOD		DELIVERED TO DATE		% OF TOTAL		REMAINING DELIVERABLES		% OF TOTAL	
	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC
<b>B-1 Outpatient PC# - 38KYOP - 251962-10000-1001670-0001</b>												
15/01-09 OP-Case Mgt Brokerage	38,283	8			-	-	0%	0%	38,283	8	100%	100%
15/10-57,59 OP-MH Svcs	209,189	72			-	-	0%	0%	209,189	72	100%	100%

Unduplicated Counts for AIDS Use Only.

Description	BUDGET	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Total Salaries	\$ 436,881.00	\$ -	\$ -	0.00%	\$ 436,881.00
Fringe Benefits	\$ 113,589.00	\$ -	\$ -	0.00%	\$ 113,589.00
<b>Total Personnel Expenses</b>	\$ 550,470.00	\$ -	\$ -	0.00%	\$ 550,470.00
<b>Operating Expenses:</b>					
Occupancy	\$ 118,361.00	\$ -	\$ -	0.00%	\$ 118,361.00
Materials and Supplies	\$ 15,681.00	\$ -	\$ -	0.00%	\$ 15,681.00
General Operating	\$ 34,706.00	\$ -	\$ -	0.00%	\$ 34,706.00
Staff Travel	\$ 18,924.00	\$ -	\$ -	0.00%	\$ 18,924.00
Consultant/ Subcontractor	\$ -	\$ -	\$ -	0.00%	\$ -
Other: Quality Assurance Allocation	\$ 52,426.00	\$ -	\$ -	0.00%	\$ 52,426.00
Facility and IT Allocation	\$ 52,426.00	\$ -	\$ -	0.00%	\$ 52,426.00
Chief program officer allocation	\$ 13,334.00	\$ -	\$ -	0.00%	\$ 13,334.00
	\$ -	\$ -	\$ -	0.00%	\$ -
	\$ -	\$ -	\$ -	0.00%	\$ -
					\$ -
<b>Total Operating Expenses</b>	\$ 305,858.00	\$ -	\$ -	0.00%	\$ 305,858.00
<b>Capital Expenditures</b>	\$ -	\$ -	\$ -	0.00%	\$ -
<b>TOTAL DIRECT EXPENSES</b>	\$ 856,328.00	\$ -	\$ -	0.00%	\$ 856,328.00
<b>Indirect Expenses</b>	\$ 119,886.00	\$ -	\$ -	0.00%	\$ 119,886.00
<b>TOTAL EXPENSES</b>	\$ 976,214.00	0.00	\$ -	0.00%	\$ 976,214.00
<b>Less: Initial Payment Recovery</b>					
<b>Other Adjustments (DPH use only)</b>					
<b>REIMBURSEMENT</b>		\$ -			

NOTES:

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

Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Date: \_\_\_\_\_  
Phone: \_\_\_\_\_

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

DPH Authorization for Payment

\_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
Date



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

Appendix F  
PAGE A

Contract ID#  
1000007166

INVOICE NUMBER:	M02JL21
Template Version	Amendment 1
	User Cd
Ct. PO No.: POHM	SFGOV-0000581360
Fund Source:	GF
Invoice Period:	July 2021
Final Invoice:	(Check if Yes)

**Contractor: A Better Way, Inc.**

Address: 3200 Adeline Street, Berkeley, CA 94703

Tel No.: (510) 207-8825

Fax No.:



Funding Term: 07/01/2021 - 06/30/2022

PHP Division: Community Behavioral Health Services

Program/Exhibit	TOTAL CONTRACTED		DELIVERED THIS PERIOD		DELIVERED TO DATE		% OF TOTAL		REMAINING DELIVERABLES		% OF TOTAL	
	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC
<b>B-2 0-5 PC# - 38KY05 - 251962-10000-1001670-0001</b>												
15/01-09 OP-Case Mgt Brokerage	6,507	2			-	-	0%	0%	6,507	2	100%	100%
15/10-57,59 OP-MH Svcs	35,557	8			-	-	0%	0%	35,557	8	100%	100%

Unduplicated Counts for AIDS Use Only.

Description	BUDGET	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Total Salaries	\$ 74,260.00	\$ -	\$ -	0.00%	\$ 74,260.00
Fringe Benefits	\$ 19,308.00	\$ -	\$ -	0.00%	\$ 19,308.00
<b>Total Personnel Expenses</b>	<b>\$ 93,568.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0.00%</b>	<b>\$ 93,568.00</b>
<b>Operating Expenses:</b>					
Occupancy	\$ 20,119.00	\$ -	\$ -	0.00%	\$ 20,119.00
Materials and Supplies	\$ 2,665.00	\$ -	\$ -	0.00%	\$ 2,665.00
General Operating	\$ 5,899.00	\$ -	\$ -	0.00%	\$ 5,899.00
Staff Travel	\$ 3,216.00	\$ -	\$ -	0.00%	\$ 3,216.00
Consultant/ Subcontractor	\$ -	\$ -	\$ -	0.00%	\$ -
Other: Quality Assurance Allocation	\$ 8,911.00	\$ -	\$ -	0.00%	\$ 8,911.00
Facility and IT Allocation	\$ 8,911.00	\$ -	\$ -	0.00%	\$ 8,911.00
Chief program officer allocation	\$ 2,268.00	\$ -	\$ -	0.00%	\$ 2,268.00
	\$ -	\$ -	\$ -	0.00%	\$ -
	\$ -	\$ -	\$ -	0.00%	\$ -
	\$ -	\$ -	\$ -	0.00%	\$ -
<b>Total Operating Expenses</b>	<b>\$ 51,989.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0.00%</b>	<b>\$ 51,989.00</b>
<b>Capital Expenditures</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0.00%</b>	<b>\$ -</b>
<b>TOTAL DIRECT EXPENSES</b>	<b>\$ 145,557.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0.00%</b>	<b>\$ 145,557.00</b>
<b>Indirect Expenses</b>	<b>\$ 20,377.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0.00%</b>	<b>\$ 20,377.00</b>
<b>TOTAL EXPENSES</b>	<b>\$ 165,934.00</b>	<b>0.00</b>	<b>\$ -</b>	<b>0.00%</b>	<b>\$ 165,934.00</b>
<b>Less: Initial Payment Recovery</b>					
<b>Other Adjustments (DPH use only)</b>					
<b>REIMBURSEMENT</b>		<b>\$ -</b>			

NOTES:

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

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

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

Title: \_\_\_\_\_

Phone: \_\_\_\_\_

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

DPH Authorization for Payment

---

Authorized Signatory \_\_\_\_\_ Date \_\_\_\_\_



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

Appendix F  
PAGE A

Contract ID#  
1000007166

INVOICE NUMBER:	M05JL21
Template Version	Amendment 1
	User Cd
Ct. PO No.: POHM	SFGOV-0000581360
Fund Source:	GF, WO HSA GF Matches
Invoice Period:	July 2021
Final Invoice:	(Check if Yes)

**Contractor: A Better Way, Inc.**

Address: 3200 Adeline Street, Berkeley, CA 94703

Tel No.: (510) 207-8825

Fax No.:



Funding Term: 07/01/2021 - 06/30/2022

PHP Division: Community Behavioral Health Services

Program/Exhibit	TOTAL CONTRACTED		DELIVERED THIS PERIOD		DELIVERED TO DATE		% OF TOTAL		REMAINING DELIVERABLES		% OF TOTAL	
	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC
<b>B-3 TVS PC# - 38KY01 - 251962-10000-10001670-0001</b>												
15/01-09 OP-Case Mgt Brokerage	19,260	1			-	-	0%	0%	19,260	1	100%	100%
15/10-57,59 OP-MH Svcs	105,247	8			-	-	0%	0%	105,247	8	100%	100%

Unduplicated Counts for AIDS Use Only.

Description	BUDGET	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Total Salaries	\$ 219,806.00	\$ -	\$ -	0.00%	\$ 219,806.00
Fringe Benefits	\$ 57,150.00	\$ -	\$ -	0.00%	\$ 57,150.00
<b>Total Personnel Expenses</b>	\$ 276,956.00	\$ -	\$ -	0.00%	\$ 276,956.00
<b>Operating Expenses:</b>					
Occupancy	\$ 59,553.00	\$ -	\$ -	0.00%	\$ 59,553.00
Materials and Supplies	\$ 7,882.00	\$ -	\$ -	0.00%	\$ 7,882.00
General Operating	\$ 17,462.00	\$ -	\$ -	0.00%	\$ 17,462.00
Staff Travel	\$ 9,520.00	\$ -	\$ -	0.00%	\$ 9,520.00
Consultant/ Subcontractor	\$ -	\$ -	\$ -	0.00%	\$ -
Other: Quality Assurance Allocation	\$ 26,376.00	\$ -	\$ -	0.00%	\$ 26,376.00
Facility and IT Allocation	\$ 26,376.00	\$ -	\$ -	0.00%	\$ 26,376.00
Chief program officer allocation	\$ 6,709.00	\$ -	\$ -	0.00%	\$ 6,709.00
	\$ -	\$ -	\$ -	0.00%	\$ -
	\$ -	\$ -	\$ -	0.00%	\$ -
					\$ -
<b>Total Operating Expenses</b>	\$ 153,878.00	\$ -	\$ -	0.00%	\$ 153,878.00
<b>Capital Expenditures</b>	\$ -	\$ -	\$ -	0.00%	\$ -
<b>TOTAL DIRECT EXPENSES</b>	\$ 430,834.00	\$ -	\$ -	0.00%	\$ 430,834.00
<b>Indirect Expenses</b>	\$ 60,319.00	\$ -	\$ -	0.00%	\$ 60,319.00
<b>TOTAL EXPENSES</b>	\$ 491,153.00	0.00	\$ -	0.00%	\$ 491,153.00
<b>Less: Initial Payment Recovery</b>					
<b>Other Adjustments (DPH use only)</b>					
<b>REIMBURSEMENT</b>		\$ -			

NOTES:  
MH GF (251962-10000-10001670-0001) - \$394,981  
WO HAS Matches (251962-10002-10001803-0006) - \$96,172

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

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

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

Title: \_\_\_\_\_

Phone: \_\_\_\_\_

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

DPH Authorization for Payment

---

Authorized Signatory \_\_\_\_\_ Date \_\_\_\_\_





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

Appendix F  
PAGE A

Contract ID#  
1000007166

INVOICE NUMBER:	M09JL21
Template Version	Amendment 1
	User Cd
Ct. PO No.: POHM	SFGOV-0000581360
Fund Source:	GF
Invoice Period:	July 2021
Final Invoice:	(Check if Yes)

**Contractor: A Better Way, Inc.**

Address: 3200 Adeline Street, Berkeley, CA 94703

Tel No.: (510) 207-8825  
Fax No.:



Funding Term: 07/01/2021 - 06/30/2022

PHP Division: Community Behavioral Health Services

Program/Exhibit	TOTAL CONTRACTED		DELIVERED THIS PERIOD		DELIVERED TO DATE		% OF TOTAL		REMAINING DELIVERABLES		% OF TOTAL	
	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC
<b>B-3 TVS PC# - 38KY01 - 251962-10000-10001670-0001</b>												
45/10-19 OS-MH Promotions	413	-			-	-	0%	#DIV/0!	413	-	100%	#DIV/0!

Unduplicated Counts for AIDS Use Only.

Description	BUDGET	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Total Salaries	\$ 46,565.00	\$ -	\$ -	0.00%	\$ 46,565.00
Fringe Benefits	\$ 12,107.00	\$ -	\$ -	0.00%	\$ 12,107.00
<b>Total Personnel Expenses</b>	\$ 58,672.00	\$ -	\$ -	0.00%	\$ 58,672.00
Operating Expenses:					
Occupancy	\$ 12,615.00	\$ -	\$ -	0.00%	\$ 12,615.00
Materials and Supplies	\$ 1,677.00	\$ -	\$ -	0.00%	\$ 1,677.00
General Operating	\$ 3,699.00	\$ -	\$ -	0.00%	\$ 3,699.00
Staff Travel	\$ 2,017.00	\$ -	\$ -	0.00%	\$ 2,017.00
Consultant/ Subcontractor	\$ -	\$ -	\$ -	0.00%	\$ -
Other: Quality Assurance Allocation	\$ 5,588.00	\$ -	\$ -	0.00%	\$ 5,588.00
Facility and IT Allocation	\$ 5,588.00	\$ -	\$ -	0.00%	\$ 5,588.00
Chief program officer allocation	\$ 1,422.00	\$ -	\$ -	0.00%	\$ 1,422.00
	\$ -	\$ -	\$ -	0.00%	\$ -
	\$ -	\$ -	\$ -	0.00%	\$ -
					\$ -
<b>Total Operating Expenses</b>	\$ 32,606.00	\$ -	\$ -	0.00%	\$ 32,606.00
<b>Capital Expenditures</b>	\$ -	\$ -	\$ -	0.00%	\$ -
<b>TOTAL DIRECT EXPENSES</b>	\$ 91,278.00	\$ -	\$ -	0.00%	\$ 91,278.00
<b>Indirect Expenses</b>	\$ 12,776.00	\$ -	\$ -	0.00%	\$ 12,776.00
<b>TOTAL EXPENSES</b>	\$ 104,054.00	0.00	\$ -	0.00%	\$ 104,054.00
<b>Less: Initial Payment Recovery</b>					
<b>Other Adjustments (DPH use only)</b>					
<b>REIMBURSEMENT</b>		\$ -			

NOTES:

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

Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Date: \_\_\_\_\_  
Phone: \_\_\_\_\_

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

DPH Authorization for Payment

\_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
Date



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

Appendix F  
PAGE A

Contract ID#  
1000007166

INVOICE NUMBER: M10JL21  
 Template Version: Amendment 1  
 User Cd:  
 Ct. PO No.: POHM SFGOV-0000581360  
 Fund Source: WO HAS,CODB  
 Invoice Period: July 2021  
 Final Invoice: (Check if Yes)

**Contractor: A Better Way, Inc.**

Address: 3200 Adeline Street, Berkeley, CA 94703

Tel No.: (510) 207-8825  
 Fax No.:

**BHS**

Funding Term: 07/01/2021 - 06/30/2022

PHP Division: Community Behavioral Health Services

Program/Exhibit	TOTAL CONTRACTED		DELIVERED THIS PERIOD		DELIVERED TO DATE		% OF TOTAL		REMAINING DELIVERABLES		% OF TOTAL	
	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC
<b>B-3 TVS PC# - 38KY01 - 251962-10000-10001670-0001</b>												
60/78 SS-Other Non-Medical Client Support Exp	154	1			-	-	0%	0%	154	1	100%	100%
45/10-19 OS-MH Promotions	79	-			-	-	0%	#DIV/0!	79	-	100%	#DIV/0!
45/10-19 OS-MH Promotion	790	-			-	-	0%	#DIV/0!	790	-	100%	#DIV/0!

Unduplicated Counts for AIDS Use Only.

Description	BUDGET	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Total Salaries	\$ 111,296.00	\$ -	\$ -	0.00%	\$ 111,296.00
Fringe Benefits	\$ 28,936.00	\$ -	\$ -	0.00%	\$ 28,936.00
<b>Total Personnel Expenses</b>	<b>\$ 140,232.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0.00%</b>	<b>\$ 140,232.00</b>
<b>Operating Expenses:</b>					
Occupancy	\$ 30,152.00	\$ -	\$ -	0.00%	\$ 30,152.00
Materials and Supplies	\$ 3,995.00	\$ -	\$ -	0.00%	\$ 3,995.00
General Operating	\$ 8,842.00	\$ -	\$ -	0.00%	\$ 8,842.00
Staff Travel	\$ 4,822.00	\$ -	\$ -	0.00%	\$ 4,822.00
Consultant/ Subcontractor	\$ -	\$ -	\$ -	0.00%	\$ -
Other: Quality Assurance Allocation	\$ 13,356.00	\$ -	\$ -	0.00%	\$ 13,356.00
Facility and IT Allocation	\$ 13,356.00	\$ -	\$ -	0.00%	\$ 13,356.00
Chief program officer allocation	\$ 3,397.00	\$ -	\$ -	0.00%	\$ 3,397.00
	\$ -	\$ -	\$ -	0.00%	\$ -
	\$ -	\$ -	\$ -	0.00%	\$ -
	\$ -	\$ -	\$ -	0.00%	\$ -
<b>Total Operating Expenses</b>	<b>\$ 77,920.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0.00%</b>	<b>\$ 77,920.00</b>
<b>Capital Expenditures</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0.00%</b>	<b>\$ -</b>
<b>TOTAL DIRECT EXPENSES</b>	<b>\$ 218,152.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0.00%</b>	<b>\$ 218,152.00</b>
<b>Indirect Expenses</b>	<b>\$ 30,541.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0.00%</b>	<b>\$ 30,541.00</b>
<b>TOTAL EXPENSES</b>	<b>\$ 248,693.00</b>	<b>0.00</b>	<b>\$ -</b>	<b>0.00%</b>	<b>\$ 248,693.00</b>
<b>Less: Initial Payment Recovery</b>					
<b>Other Adjustments (DPH use only)</b>					
<b>REIMBURSEMENT</b>		<b>\$ -</b>			

NOTES:  
 WO CODB (251962-10000-10001670-0001) - \$19,797  
 WO HSA (251962-10002-10001803-0002) - \$228,896

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

Signature: \_\_\_\_\_  
 Printed Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

Date: \_\_\_\_\_  
 Phone: \_\_\_\_\_

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

DPH Authorization for Payment

\_\_\_\_\_  
 Authorized Signatory

\_\_\_\_\_  
 Date



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

**Introduction**

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

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

**Dispute Resolution Procedure**

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

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

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

- Step 1 The contractor will submit a written statement of the concern or dispute addressed to the Contract/Program Manager who oversees the agreement in question. The writing should describe the nature of the concern or dispute, i.e., program, reporting, monitoring, budget, compliance or other concern. The Contract/Program Manager will investigate the concern with the appropriate department staff that are involved with the nonprofit agency's program, and will either convene a meeting with the contractor or provide a written response to the contractor within 10 working days.
- Step 2 Should the dispute or concern remain unresolved after the completion of Step 1, the contractor may request review by the Division or Department Head who supervises the Contract/Program Manager. This request shall be in writing and should describe why the concern is still unresolved and propose a solution that is satisfactory to the contractor. The Division or Department Head will consult with other Department and City staff as

appropriate, and will provide a written determination of the resolution to the dispute or concern within 10 working days.

- Step 3 Should Steps 1 and 2 above not result in a determination of mutual agreement, the contractor may forward the dispute to the Executive Director of the Department or their designee. This dispute shall be in writing and describe both the nature of the dispute or concern and why the steps taken to date are not satisfactory to the contractor. The Department will respond in writing within 10 working days.

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

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

## APPENDIX J

### Data Access and Sharing Terms

#### Article 1 Access

##### 1.1 Revision to Scope of Access (RSA):

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

##### 1.2 Primary and Alternate Agency Site Administrator.

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

1. Completing and obtaining City approval of the Account Provisioning Request documents and/or Data Set Request documents;
  2. Communicating with the SFDPH IT Service Desk;
  3. Providing Agency Data User(s) details to the City;
  4. Ensuring that Agency Data User(s) complete required SFDPH trainings annually;
  5. Ensuring that Agency Data User(s) understand and execute SFDPH's data access confidentiality agreement; and
  6. Provisioning and deprovisioning Agency Data Users as detailed herein.
- To start the process, the Agency Site Administrator must contact the SFDPH IT Service Desk at 628-206-7378, [dph.helpdesk@sfdph.org](mailto:dph.helpdesk@sfdph.org).

##### 1.3 SFDPH IT Service Desk.

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

##### 1.4 Deprovisioning Schedule.

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

##### 1.5 Active Directory.

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

##### 1.6 Role Based Access.

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



### **1.7 Training Requirements.**

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

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

### **1.8 Agency Data User Confidentiality Agreement.**

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

### **1.9 Corrective Action.**

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

### **1.10 User ID and Password.**

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

### **1.11 Notification of Compromised Password.**

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

### **1.12 Multi Factor Authentication.**

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

### **1.13 Qualified Personnel.**

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

### **1.14 Workstation/Laptop encryption.**

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

### **1.15 Server Security.**

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

### **1.16 Removable media devices.**

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

**1.17 Antivirus software.**

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

**1.18 Patch Management.**

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

**1.19 System Timeout.**

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

**1.20 Warning Banners.**

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

**1.21 Transmission encryption.**

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

**1.22 No Faxing/Mailing.**

City Data may not be faxed or mailed.

**1.23 Intrusion Detection.**

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

**1.24 Security of PHI.**

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

**1.25 Data Security and City Data**

Agency shall provide security for its networks and all internet connections consistent with industry best practices, and will promptly install all patches, fixes, upgrades, updates and new versions of any security

software it employs. For information disclosed in electronic form, Agency agrees that appropriate safeguards include electronic barriers (e.g., "firewalls", Transport Layer Security (TLS), Secure Socket Layer [SSL] encryption, or most current industry standard encryption, intrusion prevention/detection or similar barriers).

#### **1.26 Data Privacy and Information Security Program.**

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

#### **1.27 Disaster Recovery.**

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

#### **1.28 Supervision of Data.**

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

#### **1.29 As Is Access.**

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

#### **1.30 No Technical or Administrative Support.**

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

#### **1.31 City Audit of Agency and Agency Data Users.**

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

#### **1.32 Minimum Necessary.**

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

### **1.33 No Re-Disclosure or Reporting.**

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

### **1.34 Health Information Exchange.**

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

### **1.35 Subcontracting.**

Agency may not subcontract any portion of Data Access Agreement, except upon prior written approval of City. If the City approves a subcontract, Agency remains fully responsible for its subcontractor(s) throughout the term and/or after expiration of this Agreement. All Subcontracts must incorporate the terms of this Data Access Agreement. To the extent that any subcontractor would have access to a System, each such subcontractor's access must be limited and subject to the same governing terms to the same extent as Agency's access. In addition, each contract between Agency and that subcontractor must, except as the City otherwise agrees, include a Business Associate Agreement requiring such subcontractor to comply with all regulatory requirements regarding third-party access, and include a provision obligating that subcontractor to (1) defend, indemnify, and hold the City harmless in the event of a data breach in the same manner in which Agency would be so obligated, (2) provide cyber and technology errors and omissions insurance with limits identified in Article 5, and (3) ensure that such data has been destroyed, returned, and/or protected as provided by HIPAA at the expiration of the subcontract term.

## **Article 2 Indemnity**

### **2.1 Medical Malpractice Indemnification.**

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

1. Read information displayed or transmitted by the System accurately and completely;
2. Ensure that Agency Data Users are trained on the use of the System;
3. Be responsible for decisions made based on the use of the System;
4. Verify the accuracy of all information accessed through the System using applicable standards of good medical practice to no less a degree than if Agency were using paper records;
5. Report to the City as soon as reasonably practicable all data errors and suspected problems related to the System that Agency knows or should know could adversely affect patient care;

6. Follow industry standard business continuity policies and procedures that will permit Agency to provide patient care in the event of a disaster or the System unavailability;

7. Use the System only in accordance with applicable standards of good medical practice.

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

### **Article 3 Proprietary Rights and Data Breach**

#### **3.1 Ownership of City Data.**

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

#### **3.2 Data Breach; Loss of City Data.**

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

Agency shall take:

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

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

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

2. **Written Report:** Agency shall provide a written report of the investigation to the City as soon as practicable after the discovery of the breach or security incident. The report shall include,

but not be limited to, the information specified above, as well as a complete, detailed corrective action plan, including information on measures that were taken to halt and/or contain the breach or security incident, and measures to be taken to prevent the recurrence or further disclosure of data regarding such breach or security incident.

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

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

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

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

### 3.3 **Media Communications**

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

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

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

**A. SFDPH Care Link Requirements:**

**1. Connectivity.**

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

**2. Compliance with Epic Terms and Conditions.**

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

**3. Epic-Provided Terms and Conditions**

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

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

**A. SFDPH Epic Hyperspace and Epic Hyperdrive:**

**1. Connectivity.**

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

and connection requirements from the SFDPH IT team. Agency is responsible for all associated costs. Agency shall ensure that Agency Data Users access the System only through equipment owned or leased and maintained by Agency.

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

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

**A. SFDPH myAvatar via WebConnect and VDI:**

**1. Connectivity.**

- a. Agency must obtain and maintain connectivity and network configuration and required hardware and equipment in accordance with specifications provided by SFDPH and must update the configuration of all first and third-party software as required. Technical equipment and software specifications for accessing SFDPH myAvatar will change over time. You may request a copy of current required browser, system and connection requirements from the SFDPH IT team. Agency is responsible for all associated costs. Agency shall ensure that Agency Data Users access the System only through equipment owned or leased and maintained by Agency.
2. Information Technology (IT) Support.
  - a. Agency must have qualified and professional IT support who will participate in quarterly CBO Technical Workgroups.
3. Access Control.
  - a. Access to the BHS Electronic Health Record is granted based on clinical and business requirements in accordance with the Behavioral Health Services EHR Access Control Policy (6.00-06). The Access Control Policy is found at: <https://www.sfdph.org/dph/files/CBHSPolProcMnl/6.00-06.pdf>
  - b. Each user is unique and agrees not to share accounts or passwords.
  - c. Applicants must complete the myAvatar Account Request Form found at [https://www.sfdph.org/dph/files/CBHSdocs/BHISdocs/UserDoc/Avatar\\_Account\\_Request\\_Form.pdf](https://www.sfdph.org/dph/files/CBHSdocs/BHISdocs/UserDoc/Avatar_Account_Request_Form.pdf)
  - d. Applicants must complete the credentialing process in accordance with the DHCS MHSUDS Information Notice #18-019.
  - e. Applicants must complete myAvatar Training.
  - f. Level of access is based on "Need to Know", job duties and responsibilities.







INSURED: A Better Way, Inc

POLICY #: 202108771NPO

POLICY PERIOD: 07/01/2021

TO 07/01/2022

COMMERCIAL GENERAL LIABILITY  
CG 20 26 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED  
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s):

Any person or organization for which the Named Insured has agreed to provide insurance prior to loss as provided by this policy but only to the limit and scope of insurance agreed to by the Named Insured

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

INSURED: A Better Way, Inc

POLICY #: 202108771NPO

POLICY PERIOD: 07/01/2021

TO 07/01/2022



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### **ADDITIONAL INSURED ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE ONLY**

In consideration of the premium charged, it is understood and agreed that the following is added as an additional insured:

City and County of San Francisco

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

But only as respects a legally enforceable contractual agreement with the Named Insured and only for liability arising out of the Named Insured's negligence and only for occurrences of coverages not otherwise excluded in the policy to which this endorsement applies.

It is further understood and agreed that irrespective of the number of entities named as insureds under this policy, in no event shall the company's limits of liability exceed the occurrence or aggregate limits as applicable by policy definition or endorsement.

**WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**

**WC 99 03 13 C**

(Ed. 7-09)

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT – CALIFORNIA**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be \$ 500

Schedule

Any person or organization that you perform work for that is liable for an injury, covered by this policy, that prior to the injury has written contract requiring a waiver of our right to recover from them.

**Person or Organization**

**Job Description**

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Endorsement Effective 07/01/2021

Policy No. WCV 5505143

Endorsement No. 000

Insured A BETTER WAY INC

Insurance Company COMPWEST INSURANCE COMPANY

Countersigned by \_\_\_\_\_

**POLICYHOLDER NOTICE**  
**NON SUFFICIENT FUNDS CHARGE**

If a payment is made to us by check, draft, debit card, credit card, electronic funds transfer (EFT), or electronic check that is returned, declined, or cannot be processed due to insufficient funds we will impose a charge of \$20 insufficient funds fee per occurrence. However, we will not charge an insufficient funds fee if the failure in payment resulted from fraud or misuse on the policyholder's account from which the payment was made and such fraud or misuse was not attributed to the policyholder.

**WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY****WC 89 06 00 B**  
(Ed. 7-01)**POLICY INFORMATION PAGE ENDORSEMENT**

The following item(s)

- |   |   |
|---|---|
| <input type="checkbox"/> Insured's Name (WC 89 06 01)                 | <input type="checkbox"/> Item 3.B. Limits (WC 89 06 12)                         |
| <input type="checkbox"/> Policy Number (WC 89 06 02)                  | <input type="checkbox"/> Item 3.C. States (WC 89 06 13)                         |
| <input type="checkbox"/> Effective Date (WC 89 06 03)                 | <input checked="" type="checkbox"/> Item 3.D. Endorsement Numbers (WC 89 06 14) |
| <input type="checkbox"/> Expiration Date (WC 89 06 04)                | <input type="checkbox"/> Item 4.* Class, Rate, Other (WC 89 04 15)              |
| <input type="checkbox"/> Insured's Mailing Address (WC 89 06 05)      | <input type="checkbox"/> Interim Adjustment of Premium (WC 89 04 16)            |
| <input type="checkbox"/> Experience Modification (WC 89 04 06)        | <input type="checkbox"/> Carrier Servicing Office (WC 89 06 17)                 |
| <input type="checkbox"/> Producer's Name (WC 89 06 07)                | <input type="checkbox"/> Interstate/Intrastate Risk ID Number (WC 89 06 18)     |
| <input type="checkbox"/> Change in Workplace of Insured (WC 89 06 08) | <input type="checkbox"/> Carrier Number (WC 89 06 19)                           |
| <input type="checkbox"/> Insured's Legal Status (WC 89 06 10)         | <input type="checkbox"/> Issuing Agency/Producer Office Address (WC 89 06 25)   |
| <input type="checkbox"/> Item 3.A. States (WC 89 06 11)               |   |

is changed to read:

Reprinted waiver form.

## \*Item 4. Change To:

Classifications	Code No.	Premium Basis Total Estimated Annual Remuneration	Rate Per \$100 of Remuneration	Estimated Annual Premium

Total Estimated Annual Premium \$70256

Minimum Premium \$1000

Deposit Premium \$70256

Premium Change \$0

All other terms and conditions of this policy remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Endorsement Effective 07/01/2021

Policy No. WCV 5505143

Endorsement No. 000

Insured A BETTER WAY INC

Premium \$70256

Insurance Company COMPWEST INSURANCE COMPANY

Countersigned by \_\_\_\_\_

**WC 89 06 00 B**  
(Ed. 7-01)



3 HUTTON CENTRE DRIVE STE 550  
SANTA ANA, CA 92707-8724

### Workers Compensation and Employers Liability Insurance Policy

Policy Number	Policy Period	
	From	To
WCV 5505143	07/01/2021	07/01/2022
12:01 A.M. Standard Time at the described location		

#### Transaction

INFORMATION PAGE

Named Insured and Address	Agent
A BETTER WAY INC 3200 ADELINE ST BERKELEY CA 94703  AGRASCOEUR@ABETTERWAYINC.NET	COBB B LLC DBA LAMB INSURANCE SERVICES 1100 EAST HECTOR STREET CONSHOHOCKEN, PA 19428  Telephone: 610-941-0000 5060343

**Other Workplaces Not Shown Above:**

See schedule attached

**Extended Named Insured:**

Absence of an entry means no exception

**Interstate ID:**

**Insured Is:** NON-PROFIT CORP

**Bureau/Risk ID:** 5405922

**Unemployment Id Number:**

**Intrastate ID:**

**FEIN #** 931190792

**NCCI #:** 12985

**ITEM 2. POLICY PERIOD** is from 12:01 A.M., 07/01/2021 to 12:01 A.M., 07/01/2022 Standard Time at the insured's mailing address.

#### ITEM 3. COVERAGE

**A. Workers Compensation Insurance:** Part One of the policy applies to the Workers Compensation Law of the states listed here: CA

**B. Employers Liability Insurance:** Part TWO of the policy applies to work in each state listed in Item 3A. The limits of our liability under Part TWO are:

Bodily Injury by Accident	\$	1,000,000	each accident
Bodily Injury by Disease	\$	1,000,000	policy limit
Bodily Injury by Disease	\$	1,000,000	each employee

**C. Other States Insurance:** Part Three of the policy applies to the states, if any, listed here: Not Applicable

**D. This policy includes these endorsements and schedules:**

WC890600B	(7/01)	C-NTI-PD	(5/20)	PN049901H	(5/20)	PN049902B	(5/02)
PN049904	(12/01)	PN99NSF	(1/18)	WC000000C-CA	(1/15)	WC000001A	(5/88)
WC000115	(1/20)	WC000403	(4/84)	WC000406A	(7/95)	WC000419	(1/01)

#### ITEM 4. PREMIUM

The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates, and Rating Plans. All information required below is subject to verification and change by audit.

#### C L A S S I F I C A T I O N S

SEE SCHEDULE OF CLASSIFICATIONS ON FOLLOWING PAGE(S)

Minimum Premium	Deposit Premium	Total Estimated Annual Premium	Premium Adjustment Period:
\$1,000	\$70,256	\$70,256	Annual - Reporting

INSURED COPY





3 HUTTON CENTRE DRIVE STE 550  
SANTA ANA, CA 92707-8724

### Workers Compensation and Employers Liability Insurance Policy

Policy Number	Policy Period	
	From	To
WCV 5505143	07/01/2021	07/01/2022
12:01 A.M. Standard Time at the described location		

#### Transaction

INFORMATION PAGE

Named Insured and Address	Agent
A BETTER WAY INC 3200 ADELINE ST BERKELEY CA 94703  AGRASCOEUR@ABETTERWAYINC.NET	COBB B LLC DBA LAMB INSURANCE SERVICES 1100 EAST HECTOR STREET CONSHOHOCKEN, PA 19428  Telephone: 610-941-0000 5060343

#### SCHEDULE OF CLASSIFICATIONS:

CLASSIFICATIONS	CODE NO	PREM BASIS ESTIMATED REMUNERATION	RATE PER \$100	ESTIMATED ANNUAL PREMIUM
<b>STATE: California</b>				
COMMERCIAL PROPERTIES - N.O.C.-PROPERTY MANAGEMENT	8740	160,000	1.59000	2,544
SALESPERSONS, COLLECTORS OR MESSENGERS---OUTSIDE	8742	4,400,000	0.54000	23,760
CLERICAL OFFICE EMPLOYEES	8810	2,800,000	0.39000	10,920
BUILDING OPERATION- N.O.C. - ALL OTHER EMPLOYEES-	9015	120,000	6.61000	7,932
DAY CARE CENTERS--CHILD--NOT RESIDENTIAL CARE	9059	5,000	3.48000	174
<b>Subtotal State Premium</b>				<b>\$ 45,330</b>
PREMIUM DISCOUNT	0063	69,725	0.07800	- 5,439
EXPENSE CONSTANT	0900			300
WAIVER OF OUR RIGHT TO RECOVER	0930		1.00000	500
TERRORISM	9740	7,485,000	0.02000	1,497
CATASTROPHE (OTHER THAN CERTIFIED ACTS OF TERRORIS	9741	7,485,000	0.02000	1,497
CA KEEP AT WORK	9880	84,786	0.90000	- 8,479
SCHEDULE CREDIT	9887	76,307	0.97000	- 2,289
EXPERIENCE MODIFICATION	9898	45,830	1.85000	38,956
CALIFORNIA WORKERS COMPENSATION FRAUD ASSESSMENT F	CA AST	67,580	1.00473	320
CA LABOR ENFORCEMENT & COMPLIANCE FUND	CA LEC	67,580	1.00227	154
CALIFORNIA OCCUPATIONAL SAFETY & HEALTH FUND	CA OSH	67,580	1.00258	175
CALIFORNIA SUBSEQUENT INJURIES BENEFITS TRUST FUND	CA SIB	67,580	1.00657	445
CALIFORNIA USER FUNDING SURCHARGE	CA SRG	67,580	1.02264	1,530
CALIFORNIA UNINSURED EMPLOYERS BENEFIT TRUST FUND	CA UEB	67,580	1.00077	52
CALIFORNIA INSURANCE GUARANTEE ASSOCIATION SURCHAR	CIGAS	67,580	1.00000	
COMMISSION ADJUSTMENT MODIFIER	SAAJC	74,018	0.94200	- 4,293
<b>Total State Premium</b>				<b>\$ 70,256</b>
<b>Total Estimated Premium</b>				<b>\$ 70,256</b>

INSURED COPY



3 HUTTON CENTRE DRIVE STE 550  
SANTA ANA, CA 92707-8724

**Workers Compensation and Employers Liability  
Insurance Policy**

Policy Number	Policy Period	
	From	To
WCV 5505143	07/01/2021	07/01/2022
12:01 A.M. Standard Time at the described location		

**Transaction**

INFORMATION PAGE

**Named Insured and Address**

A BETTER WAY INC  
3200 ADELINE ST  
BERKELEY CA 94703

AGRASCOEUR@ABETTERWAYINC.NET

**Agent**

COBB B LLC DBA LAMB INSURANCE  
SERVICES  
1100 EAST HECTOR STREET  
CONSHOHOCKEN, PA 19428

Telephone: 610-941-0000

5060343

**SCHEDULE OF COVERED WORKPLACES**

**Address**

A BETTER WAY INC  
3200 ADELINE ST  
BERKELEY CA 94703-2407



3 HUTTON CENTRE DRIVE STE 550  
SANTA ANA, CA 92707-8724

### Workers Compensation and Employers Liability Insurance Policy

Policy Number	Policy Period	
	From	To
WCV 5505143	07/01/2021	07/01/2022
12:01 A.M. Standard Time at the described location		

#### Transaction

INFORMATION PAGE

Named Insured and Address	Agent
A BETTER WAY INC 3200 ADELINE ST BERKELEY CA 94703  AGRASCOEUR@ABETTERWAYINC.NET	COBB B LLC DBA LAMB INSURANCE SERVICES 1100 EAST HECTOR STREET CONSHOHOCKEN, PA 19428  Telephone: 610-941-0000 5060343

## ENDORSEMENT SCHEDULE

State	Form Nbr.	Ed. Date	Description
CA	WC000421E	(1/21)	CTS (EX CRT TER ACT) PRM END
CA	WC000422C	(1/21)	TRISK INSPR REAUT ACT DCL EN
CA	WC040301D	(2/18)	POLICY AMENDATORY ENDORSEMENT
CA	WC040310	(1/95)	DUTY TO DEFEND - CA
CA	WC040331A	(4/16)	LIMIT/RESTR INS(RES RELATIVES)
CA	WC040360B	(1/15)	EMPL LIAB COV AMENDATORY EN
CA	WC040421	(1/08)	OPTIONAL PREM INCREASE EN
CA	WC040601A	(12/93)	CA CANCELLATION ENDORSEMENT
CA	WC040604	(9/20)	COVID-19 REPT REQ ENDT CA
CA	WC990003D	(7/19)	KEEP AT WORK
CA	WC990107B	(5/15)	SPECIAL CANCELLATION PROV
CA	WC990313C	(7/09)*	CA WAIVER OF OUR RIGHT
CA	WC990660	(5/17)	EXECUTION CLAUSE ENDORSEMENT

INSURED COPY



PO BOX 40790  
LANSING, MI 48901-7990

**A BETTER WAY INC**  
**3200 ADELIN ST**  
**BERKELEY CA 94703**



City and County of San Francisco  
**London N. Breed, Mayor**

## San Francisco Department of Public Health

Grant Colfax, MD  
Director of Health

November 3, 2023

Angela Calvillo, Clerk of the Board  
Board of Supervisors  
1 Dr. Carlton B. Goodlett Place, Room 244  
San Francisco, CA 94102-4689

Dear Ms. Calvillo:

Please find attached a proposed resolution for Board of Supervisors approval of an amendment to the agreement between the Department of Public Health and A Better Way, in the amount of \$13,579,299.

This contract agreement requires Board of Supervisors approval under San Francisco Charter Section 9.118. This is a Behavioral Health Services contract. It is our understanding that it will be referred to the Homelessness and Behavioral Health Select Committee.

The following is a list of accompanying documents:

- Proposed Resolution
- Proposed Amendment 2
- Original Agreement
- Amendment 1
- Form SFEC-126

For questions on this matter, please contact me at (628) 271-6178, [reanna.albert@sfdph.org](mailto:reanna.albert@sfdph.org).

Thank you for your time and consideration.

Sincerely,

*Reanna Albert*

Reanna Albert  
Senior Contracts Analyst  
Office of Contracts Management and Compliance  
DPH Business Office

cc: Dr. Grant Colfax, Director of Health  
Greg Wagner, Chief Operating Officer  
Michelle Ruggels, Director, DPH Business Office

---

**The mission of the San Francisco Department of Public Health is to protect and promote the health of all San Franciscans.**

We shall ~ Assess and research the health of the community ~ Develop and enforce health policy ~ Prevent disease and injury ~

~ Educate the public and train health care providers ~ Provide quality, comprehensive, culturally-proficient health services ~ Ensure equal access to all ~

[reanna.albert@SFDPH.org](mailto:reanna.albert@SFDPH.org) – office 621-271-6178 – fax 415 252-3088

1380 Howard Street, Room 419D, San Francisco, CA 94103

---



## San Francisco Ethics Commission

25 Van Ness Avenue, Suite 220, San Francisco, CA 94102

Phone: 415.252.3100 . Fax: 415.252.3112

[ethics.commission@sfgov.org](mailto:ethics.commission@sfgov.org) . [www.sfethics.org](http://www.sfethics.org)

Received On:

File #: 231148

Bid/RFP #:

### Notification of Contract Approval

SFEC Form 126(f)4

(S.F. Campaign and Governmental Conduct Code § 1.126(f)4)

A Public Document

Each City elective officer who approves a contract that has a total anticipated or actual value of \$100,000 or more must file this form with the Ethics Commission within five business days of approval by: (a) the City elective officer, (b) any board on which the City elective officer serves, or (c) the board of any state agency on which an appointee of the City elective officer serves. For more information, see: <https://sfethics.org/compliance/city-officers/contract-approval-city-officers>

#### 1. FILING INFORMATION

<b>TYPE OF FILING</b>	<b>DATE OF ORIGINAL FILING (for amendment only)</b>
Original	
<b>AMENDMENT DESCRIPTION – Explain reason for amendment</b>	

#### 2. CITY ELECTIVE OFFICE OR BOARD

<b>OFFICE OR BOARD</b>	<b>NAME OF CITY ELECTIVE OFFICER</b>
Board of Supervisors	Members

#### 3. FILER'S CONTACT

<b>NAME OF FILER'S CONTACT</b>	<b>TELEPHONE NUMBER</b>
Angela Calvillo	415-554-5184
<b>FULL DEPARTMENT NAME</b>	<b>EMAIL</b>
office of the clerk of the Board	Board.of.Supervisors@sfgov.org

#### 4. CONTRACTING DEPARTMENT CONTACT

<b>NAME OF DEPARTMENTAL CONTACT</b>	<b>DEPARTMENT CONTACT TELEPHONE NUMBER</b>
Reanna Albert	628-271-6178
<b>FULL DEPARTMENT NAME</b>	<b>DEPARTMENT CONTACT EMAIL</b>
DPH Department of Public Health	reanna.albert@sfdph.org

5. CONTRACTOR	
<b>NAME OF CONTRACTOR</b> A Better Way, Inc.	<b>TELEPHONE NUMBER</b> 510-601-0203
<b>STREET ADDRESS (including City, State and Zip Code)</b> 3200 Adeline Street, Berkeley, CA 94703	<b>EMAIL</b> mdirr@abetterwayinc.net

6. CONTRACT		
<b>DATE CONTRACT WAS APPROVED BY THE CITY ELECTIVE OFFICER(S)</b>	<b>ORIGINAL BID/RFP NUMBER</b>	<b>FILE NUMBER (If applicable)</b> 231148
<b>DESCRIPTION OF AMOUNT OF CONTRACT</b> Not to exceed \$13,579,299		
<b>NATURE OF THE CONTRACT (Please describe)</b> Provide mental health outpatient treatment services and optional specialized mental health treatment services.		

7. COMMENTS

8. CONTRACT APPROVAL	
This contract was approved by:	
<input type="checkbox"/>	THE CITY ELECTIVE OFFICER(S) IDENTIFIED ON THIS FORM
<input checked="" type="checkbox"/>	A BOARD ON WHICH THE CITY ELECTIVE OFFICER(S) SERVES Board of Supervisors
<input type="checkbox"/>	THE BOARD OF A STATE AGENCY ON WHICH AN APPOINTEE OF THE CITY ELECTIVE OFFICER(S) IDENTIFIED ON THIS FORM SITS

**9. AFFILIATES AND SUBCONTRACTORS**

List the names of (A) members of the contractor's board of directors; (B) the contractor's principal officers, including chief executive officer, chief financial officer, chief operating officer, or other persons with similar titles; (C) any individual or entity who has an ownership interest of 10 percent or more in the contractor; and (D) any subcontractor listed in the bid or contract.

#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
1	Channer	David	CEO
2	Brown	Sharon	COO
3	Gascoeur	Anne	Other Principal Officer
4	Graham	Warner	Other Principal Officer
5	Agarwal	Sushma	CFO
6	Saalfeld	Bryan	Board of Directors
7	Martos-Vila	Marc	Board of Directors
8	Vliet	David	Board of Directors
9	Orellana	James	Board of Directors
10	Wu	Emily	Board of Directors
11	Gay	Searcy	Board of Directors
12	Ariel	Evnine	Board of Directors
13	Ahmad	Asir	Board of Directors
14	Kokko	Jen	Board of Directors
15			
16			
17			
18			
19			



**9. AFFILIATES AND SUBCONTRACTORS**

List the names of (A) members of the contractor’s board of directors; (B) the contractor’s principal officers, including chief executive officer, chief financial officer, chief operating officer, or other persons with similar titles; (C) any individual or entity who has an ownership interest of 10 percent or more in the contractor; and (D) any subcontractor listed in the bid or contract.

#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
20			
21			
22			
23			
24			
25			
26			
27			
28			
29			
30			
31			
32			
33			
34			
35			
36			
37			
38			

**9. AFFILIATES AND SUBCONTRACTORS**

List the names of (A) members of the contractor’s board of directors; (B) the contractor’s principal officers, including chief executive officer, chief financial officer, chief operating officer, or other persons with similar titles; (C) any individual or entity who has an ownership interest of 10 percent or more in the contractor; and (D) any subcontractor listed in the bid or contract.

#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
39			
40			
41			
42			
43			
44			
45			
46			
47			
48			
49			
50			

Check this box if you need to include additional names. Please submit a separate form with complete information. Select “Supplemental” for filing type.

**10. VERIFICATION**

I have used all reasonable diligence in preparing this statement. I have reviewed this statement and to the best of my knowledge the information I have provided here is true and complete.

**I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.**

<p><b>SIGNATURE OF CITY ELECTIVE OFFICER OR BOARD SECRETARY OR CLERK</b></p>  <p>BOS Clerk of the Board</p>	<p><b>DATE SIGNED</b></p>
---	---------------------------

**From:** [Mchugh, Eileen \(BOS\)](#)  
**To:** [BOS Legislation, \(BOS\)](#)  
**Subject:** FW: Agreement Amendment - A Better Way - Mental Health Outpatient Treatment Services and Optional Specialized Mental Health Treatment Services - Not to Exceed \$13,579,299  
**Date:** Friday, November 3, 2023 11:14:23 AM  
**Attachments:** [0. ABW DPH Cover Letter.pdf](#)  
[1. ABW 7166 Proposed Resolution Amend 2.pdf](#)  
[1. ABW 7166 Proposed Resolution Amend 2.docx](#)  
[2. ABW 7166 Proposed Amend 2.pdf](#)  
[3. ABW 7166 Original Agreement.pdf](#)  
[4. ABW 7166 Amend 1.pdf](#)  
[5. ABW 7166 SFEC Form 126f4.pdf](#)

---

Hello,

Please see attached, I believe it is an introduction.

Thank you!

Eileen

---

**From:** Albert, Reanna (DPH) <reanna.albert@sfdph.org>  
**Sent:** Friday, November 3, 2023 9:58 AM  
**To:** Calvillo, Angela (BOS) <angela.calvillo@sfgov.org>  
**Cc:** Colfax, Grant (DPH) <grant.colfax@sfdph.org>; Wagner, Greg (DPH) <greg.wagner@sfdph.org>; Ruggels, Michelle (DPH) <michelle.ruggels@sfdph.org>; Longhitano, Robert (DPH) <robert.longhitano@sfdph.org>; Validzic, Ana (DPH) <ana.validzic@sfdph.org>; Altman, Claire (DPH) <claire.altman@sfdph.org>; Neukrug, Sarah (DPH) <sarah.neukrug@sfdph.org>; Farahmand, Farahnaz (DPH) <farahnaz.farahmand@sfdph.org>; Goodwin, Dean (DPH) <dean.goodwin@sfdph.org>; Hiramoto, Kelly (DPH) <kelly.hiramoto@sfdph.org>  
**Subject:** Agreement Amendment - A Better Way - Mental Health Outpatient Treatment Services and Optional Specialized Mental Health Treatment Services - Not to Exceed \$13,579,299

Dear Ms. Calvillo,

Please find attached a proposed resolution for Board of Supervisors approval of an amendment to the agreement between the Department of Public Health and A Better Way in the amount not to exceed \$13,579,299.

This contract agreement requires Board of Supervisors approval under San Francisco Charter Section 9.118. This is a Behavioral Health Services contract. It is our understanding that it will be referred to the Homelessness and Behavioral Health Select Committee.

The following is a list of accompanying documents:

- Proposed Resolution
- Proposed Amendment 2
- Original Agreement

- Amendment 1
- Form SFEC-126f(4)

Thank you for your time and consideration.

Reanna Albert  
Senior Contracts Analyst  
Office of Contracts Management and Compliance  
DPH Business Office