

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

Second Amendment

THIS AMENDMENT (this “Amendment”) is made as of February 1, 2023, in San Francisco, California, by and between **Community Forward SF** (“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-26-2016 and RFP-8-2017 issued on August 27, 2016 and August 23, 2017 respectively and this modification is consistent therewith; and

WHEREAS, the scope of services described in Appendix A-1 (A Woman’s Place Substance Abuse) and Appendix A-3 (A Woman’s Place Drop In) were competitively procured by the Department as required by San Francisco Administrative Code Chapter 21.1 through RFP-26-2016, issued on August 27, 2016, which allowed for contracts to have a duration up to 10 years, and this modification is consistent therewith to extend the term through June 30, 2027; and

WHEREAS, the scope of services described in Appendix A-2 (A Woman’s Place Mental Health) was competitively procured by the Department as required by San Francisco Administrative Code Chapter 21.1 through RFP-8-2017, issued on August 23, 2017, which allowed for contracts to have a duration up to 10 years, and this modification is consistent therewith to extend the term through December 31, 2027; and

WHEREAS, approval for this Amendment was obtained on December 16, 2019 from the Department of Human Resources on behalf of the Civil Service Commission under PSC number 48652-16/17 in the amount of \$367,880,000 for the period commencing July 1, 2017 and ending June 30, 2027; and

WHEREAS, approval for this Amendment was obtained on July 15, 2019 from the Department of Human Resources on behalf of the Civil Service Commission under PSC number 40587-17/18 in the amount of \$292,051,200 for the period commencing January 1, 2018 and ending December 31, 2027; and

WHEREAS, approval for this Amendment under S.F. Charter 9.118 was obtained when the Board of Supervisors approved Resolution No. 259-22 on June 10, 2022.

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

Article 1 Definitions

The following definitions shall apply to this Amendment:

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

First Amendment dated February 1, 2023

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

3.3.1 Calculation of Charges

Contractor shall provide an invoice to the City on a monthly basis for Services completed in the immediate preceding month, unless a different schedule is set out in Appendix B, "Calculation of Charges." Compensation shall be made⁴ for Services identified in the invoice that the Director of Health, in his or her sole discretion, concludes has been satisfactorily performed. Payment shall be made within 30 calendar days of receipt of the invoice, unless the City notifies the Contractor that a dispute as to the invoice exists. In no event shall the amount of this Agreement exceed **Thirteen Million One Hundred Thousand Dollars (\$13,100,000)**. The breakdown of charges associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein. In no event shall City be liable for interest or late charges for any late payments. City will not honor minimum service order charges for any services covered by this Agreement.

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

3.3.1 Calculation of Charges

Contractor shall provide an invoice to the City on a monthly basis for Services completed in the immediate preceding month, unless a different schedule is set out in Appendix B, "Calculation of Charges." Compensation shall be made⁴ for Services identified in the invoice that the Director of Health, in his or her sole discretion, concludes has been satisfactorily performed. Payment shall be made within 30 calendar days of receipt of the invoice, unless the City notifies the Contractor that a dispute as to the invoice exists. In no event shall the amount of this Agreement exceed **Thirteen Million Six Hundred Thousand Dollars (\$13,600,000)**. The breakdown of charges associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein. In no event shall City be liable for interest or late charges for any late payments. City will not honor minimum service order charges for any services covered by this Agreement.

2.2 California Attorney General's Registry of Charitable Trusts. *The following is hereby added to 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.

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

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

The parties acknowledge that CONTRACTOR will:

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

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

- a. **Appendix E** SFDPH Business Associate Agreement (BAA) (8-3-2022)
 1. SFDPH Attestation 1 PRIVACY (06-07-2017)
 2. SFDPH Attestation 2 DATA SECURITY (06-07-2017)

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

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

2.4 Appendices A, A-1, A-2 and A-3 dated 02/01/23 are hereby added to the Agreement for 2022-23.

2.5 Appendices B, B-1, B-2 and B-3 dated 02/01/23 are hereby added to the Agreement for 2022-23.

2.6 Appendix D, Data Access and Sharing Terms, dated 02/03/23 is hereby added to the Agreement for 2022-23.

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

2.8 Appendix F, Invoices, dated 01/23/23 are hereby added to the Agreement for 2022-23.

Article 3 Effective Date

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

Article 4 Legal Effect

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

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

CITY

Recommended by:

DocuSigned by:
Greg Wagner 4/27/2023 | 11:25 AM PDT
28527624752949F...
Grant Colfax
Director of Health
Department of Public Health

Approved as to Form:

David Chiu
City Attorney

By: DocuSigned by:
Louise S. Simpson 4/20/2023 | 12:08 PM PDT
BD54168A4C3B452...
Louise Simpson
Deputy City Attorney

Approved:

DocuSigned by:
Taranekh Moayed 4/27/2023 | 1:28 PM PDT
9AFA41694D514E7...
Santaja Kurella
Director, Office of Contract Administration, and
Purchaser

CONTRACTOR

Community Forward SF

DocuSigned by:
Kara Zordel 4/18/2023 | 5:16 PM PDT
116FAC86589A45A...
KARA ZORDEL
Chief Executive Director
1171 Mission Street
San Francisco, CA 94103

City Supplier ID:
0000022483

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 **Anthony Buckman**, Program Manager, Contract Administrator for the City, or his / her designee.

B. Reports:

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

C. Evaluation:

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

may submit a written response within thirty working days of receipt of any evaluation report and such response will become part of the official report.

D. Possession of Licenses/Permits:

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

E. Adequate Resources:

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

F. Admission Policy:

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

G. San Francisco Residents Only:

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

H. Grievance Procedure:

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

I. Infection Control, Health and Safety:

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

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

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

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

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

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

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

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

J. Aerosol Transmissible Disease Program, Health and Safety:

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

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

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

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

K. Acknowledgment of Funding:

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

L. Client Fees and Third Party Revenue:

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

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

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

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

N. Patients' Rights:

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

O. Under-Utilization Reports:

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

P. Quality Improvement:

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

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

Q. Working Trial Balance with Year-End Cost Report

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

R. Harm Reduction

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

S. Compliance with Behavioral Health Services Policies and Procedures

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

T. Fire Clearance

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

U. Clinics to Remain Open:

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

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

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

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

V. Compliance with Grant Award Notices:

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

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

2. Description of Services

Contractor agrees to perform the following Services:

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

Detailed description of services are listed below and are attached hereto

- Appendix A-1 – A Woman's Place
- Appendix A-2 -- A Woman's Place Behavioral Health
- Appendix A-3– A Woman's Place Drop-In

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

Contractor Name: Community Forward SF, Inc
Program Name: A Woman's Place

Appendix A-1
Funding Term 07/01/2022 - 06/30/2023

1. Identifiers:

Program Name: A Woman's Place
Program Address: 1049 Howard St.
City, State, ZIP: San Francisco CA 94103
Telephone/FAX: 415-487-2140/415-487-2142
Website Address: www.communityforwardsf.org

Contractor: Community Forward SF
Contractor Address: 1171 Mission St., 2nd Fl.
City, State, Zip: San Francisco, CA 94103
Website: www.communityforwardsf.org

Persons Completing this Narrative: Solange Bonilla-Leahy, VP Client Service
Telephone: 415-241-1199
Email: solange.bleahy@communityforwardsf.org

Program Code(s): 97027

2. Nature of Document:

Original **Second Amendment** Revision to Program
Budgets

3. Goal Statement:

By design, A Woman's Place (AWP) is to provide a safe, supportive living environment to homeless women of all ethnicities and who may have co-occurring disorders. Women at AWP can also access individual and group mental health services through AWP Mental Health Outpatient Program. Stabilization Support Beds are a low threshold opportunity for female-identified clients experiencing barriers to accessing services.

4. Priority Population:

A Woman's Place (AWP) will serve all ethnicities and populations within San Francisco with focused expertise to meet the unique needs of those with low or no income, cis-gender and transgender women, who have experienced chronic homeless. Our priority populations are cis- and transgender-identified women, women of color, and women with diverse sexual orientations as well as those who are dually or multiply diagnosed. Our clients include those with long term histories of substance use, survivors of domestic and interpersonal violence and/or sexual and physical assaults, those with positive HIV/AIDS statuses, those who meet medical necessity for mental health diagnoses, justice-involved individuals, and women with a history of an inability to utilize existing services. Clients are 18 years & older, with an emphasis on women at serious risk, living in and around the Tenderloin, South of Market, and Mission Districts of San Francisco.

Contractor Name: Community Forward SF, Inc
Program Name: A Woman's Place

Appendix A-1
Funding Term 07/01/2022 - 06/30/2023

5. Modalities/Interventions:

See Appendix B-1 CRDC

6. Methodology:

1. Outreach, Recruitment, Promotion, and Advertisement:

AWP offers a safe environment where the most fundamental needs for safety, nourishment, and care are met. Women are encouraged to engage with support staff and support services both within the building and in the community, as they feel safe to do so. Both frontline and clinical staff remain attentive and engaged at all times; staff are extensively trained in crisis intervention and de-escalation should issues arise that require immediate intervention. Clients who reside onsite are required to enroll in individual and group mental health services located at AWP, offered through our Mental Health Outpatient Program.

Engagement is encouraged through building strong community support among clients and staff with the integration of social justice and social accountability models. Community building is fostered via both emotional support and progress groups as well as social, recreational activities. Clients commit to a minimum of one individual therapy session per week with clinical staff and a minimum of 3 support groups per week. Clients can also access an array of resources including the aforementioned individual therapy and daily groups, on site nursing care, referrals for primary care and psychiatric evaluation, case management and care coordination, special events and outings, mindful meditation activities, and a daily, morning walk-and-talk group.

Clinical staff members are trained to assess and evaluate for mental health issues, develop and collaborate on treatment planning with clients, and utilize appropriate therapeutic interventions and referrals, as appropriate. Mental Health Rehabilitation Specialists, or Clinicians, are trained in diverse, culturally responsive, and trauma-informed orientations and modalities to engage, retain, and provide evidence-based and effective therapeutic treatment to our clients.

B. Admission:

AWP does not utilize a rigid admission policy. When further stabilization and/or isolation is appropriate, we require that they spend 5-14 days in Stabilization shelter beds. Admission was also granted to eligible clients, who could provide a negative COVID test upon entry. Eligible clients are required to live cooperatively in a communal setting and be willing and

Contractor Name: Community Forward SF, Inc
Program Name: A Woman's Place

Appendix A-1
Funding Term 07/01/2022 - 06/30/2023

able to attend mandatory individual and group sessions. Though this is not criteria for admission, clients are expected to pay 30% of their income as program fees.

C. Program Description:

AWP offers a low-threshold, safe place for women who are experiencing homelessness and are in need of stabilization during COVID-19 and beyond. AWP provides not only shelter but a dorm-style, congregate setting, including 3 meals a day, therapeutic and recreational activities as well as opportunities for community and social engagement. Frontline staff offer regular emotional support and resource offerings as well as facilitate daily activities, such as meals. Site Supervisor(s) facilitate monthly community meetings and offer opportunities for mediation, when needed.

At the time of intake, the client receives a packet containing both internal and external grievance policies and the process is explained. Grievance policies are also posted in client areas.

Clients are required to enroll in AWP MHOP while engaged in daily programming. Each woman entering AWP receives a preliminary assessment to determine medical necessity and appropriate levels of care and/or services needed. Clients receive assessment and diagnosis by a licensed clinician or a registered Associate Marriage & Family Therapist (AMFT) and individual and group therapy provided by a Mental Health Rehabilitation Specialist, or Clinician. Clinicians will assess each client by using the Adult/Older Adult Combined Assessment and will collaborate with the client on developing an individualized Treatment Plan of Care.

AWP MHOP uses evidence-based interventions focused on trauma-informed care, harm-reduction offerings, and holistic, therapeutic care, including the advent of mindfulness protocols. Clients will meet with their individual therapist at least one time per week or with more frequency when necessary. Clients will also engage in group therapies, which are offered on a daily basis. Groups include but are not limited to Morning Walk & Talk, Trauma & Art Therapy, Music Therapy, Mindfulness Based Relapse Prevention, Building Bridges: Building Resilient Relationships, Process Groups, and more. The most highly utilized interventions in individual and/or group therapies include de-escalation and stabilization, crisis intervention, trauma-informed care and trauma recovery practices, somatic process work and interventions, harm reduction and education, motivational interviewing, art and music therapies, narrative therapy approaches, strength based interventions, intra-personal and interpersonal skill-building, case management, as well as referrals for support services and linkages to permanent housing.

D. Progression/ Exit Criteria:

Contractor Name: Community Forward SF, Inc
Program Name: A Woman's Place

Appendix A-1
Funding Term 07/01/2022 - 06/30/2023

We are constantly working towards women progressing through their care and leaving homelessness through achieving their placement goals of permanent housing. During COVID-19, our clients have largely sustained their stabilization by remaining in the program. On some occasions, clients were able to reunite with family members and did transition away from programming and into familial residents.

The goal of our program is for clients to achieve stabilization, gain personal insight and sustainable intrapersonal and interpersonal skills that promote financial, vocational and residential independence. We collaborate with each client on a discharge plan that is attainable while also assessing a client's readiness for independence and the establishment of her social support systems. Because of the existence of our MHOP, we are able to maintain therapeutic relationships with each client as they exit into the community and continue to provide supportive services to them for the duration of their eligibility and desire for care.

E. Program Staffing:

Refer to Appendix B-1

7. Objectives and Measurements:

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

8. Continuous Quality Improvement :

1. The Outcome Objectives of A Woman's Place are evaluated, monitored and tracked with the combined efforts of the Program Management. This process will be overseen by the VP of Women's Services .
2. Statistical data including Avatar information will be monitored on an as-needed basis daily, weekly, and monthly and submitted in the form of both a monthly activity report and a quarterly performance report and entered through the Avatar system. UOS and UDC reports are submitted by the Site Supervisor(s) and reviewed by Director of Client Services on a monthly basis.
3. During FY 22/23 AWP staff will receive a minimum of 6 hours of training on topics of Cultural Competency, specifically Cultural Humility, as well as the following: Motivational Interviewing, Co-Occurring Disorders, and Harm Reduction to improve staff's ability to appropriately provide care to clients. The Director of Clinical Services will ensure that all staff funded under this contract will receive a minimum of 6 hrs. training on Motivational Interviewing, Co-Occurring Disorders and Harm Reduction. Program Review Measurement: Staff must complete a sign-in indicating the date on

Contractor Name: Community Forward SF, Inc
Program Name: A Woman's Place

Appendix A-1
Funding Term 07/01/2022 - 06/30/2023

which they completed the training. Verification of training will be provided by sign-in sheets collected and or certificates of completion.

4. A Woman's Place participates in the BHS annual Client Satisfaction Survey period. To address issues not covered in that survey AWP uses an internal survey instrument throughout the contract period. All survey results are analyzed by the Management team consisting of the VP of Client Services, VP of Women's sServices, Director of Mental Health Services, and the Direct of Women's Services. Results of the survey and analysis are also submitted to the CEO and COO.

Evidence of CQI activities related to 1-4 above is maintained in A Woman's Place's Administrative Binder for review by the Business Office of Contract Compliance. Examples of evidence are descriptions of monitoring processes or improvement projects, copies of meeting agenda or materials addressing these items, and outcome reports.

8. Required Language:

Community Forward SF will provide required Language translation for our agency policies and other documentation. When specific documentation is forwarded from the San Francisco County Departments, these documents will be submitted already tyranslated in the specified languages, such as: Chinese, Spanish, Tagalog, Russian, and Vietnamese.

Contractor Name: Community Forward SF
Program Name: A Woman’s Place

Appendix A- 2
Funding Term 07/01/2022 - 06/30/2023

1. Identifiers Program Name: A Woman’s Place Behavioral Mental Health

<u>Main Clinic:</u>	<u>Field Site:</u>
A Woman’s Place	Medical Respite
1049 Howard St	1171 Mission Street
San Francisco, CA 94103	San Francisco, CA 94103
(415) 487-2140	(415) 293-7360
FAX: (415) 487-2142	(415) 487-2142

Contractor: Community Forward SF
Contractor Address: 1171 Mission St., 2nd Fl.
City, State, Zip: San Francisco, CA 94103
Website: www.communityforwardsf.org

Persons Completing this Narrative: Solange Bonilla-Leahy, VP Client Services
Telephone: 415-241-1199
Email: solange.bleahy@communityforwardsf.org

Program Code: 38BKOP

2. Nature of Document:

Original **Second Amendment** RPB

3. Goal Statement:

The goal of A Woman’s Place Mental Health Outpatient Program (AWP-MHOP) program is to provide trauma-informed, gender-specific care to all races, ethnicities, and cultures of female-identified populations with a specific focus on the unique experiences of cis and transgender women. Our services are offered in the form of low-threshold outpatient mental health services targeted to the complex needs of multiply diagnosed homeless women, with close linkages to primary care, case management, residential substance abuse and HIV transitional housing and care.

4. Priority Population:

A Woman’s Place (AWP) will serve all ethnicities and populations within San Francisco and AWP-MHOP focuses on the unique cultural experiences of cis and transgender women. AWP-MHOP provides services to women ages 18 to 65+ who suffer from mental health issues and who experience homelessness. Our clients are often survivors of domestic and interpersonal violence and reside in and around the Tenderloin, Mission District, and South of Market neighborhoods.

Contractor Name: Community Forward SF
Program Name: A Woman's Place

Appendix A- 2
Funding Term 07/01/2022 - 06/30/2023

5. Modality(ies)/Interventions:

See **CRDC B-2 UOS Allocation**

6. Methodology:

A. Outreach, Recruitment, Promotion, and Advertisement

AWP-MHOP conducts outreach at multiple sites within Community Forward SF programs and into the community. Clients are offered a safe environment where their most fundamental needs for safety, nourishment, and care is met. As trust builds, women will be encouraged to return for continued support. Clinical staff remain attentive and engaged at all times, and extensively trained in de-escalation and quickly intervene at the first signs of conflict. Clients who consent to outpatient mental health services at the 1049 Howard location are enrolled into the AWP Mental Health Outpatient Program.

Engagement is encouraged through building strong community support among clients and staff with the integration of social justice and social accountability models. Community building is fostered via both emotional support and progress groups as well as social, recreational activities. Clients commit to a minimum of one individual therapy session per week with clinical staff and a minimum of 3 support groups per week. Clients can also access an array of resources including the aforementioned individual therapy and daily groups, on site nursing care, referrals for primary care and psychiatric evaluation, case management and care coordination, special events and outings, mindful meditation activities, and a daily, morning walk-and-talk group.

Clinical staff members are trained to assess and evaluate for mental health issues, develop and collaborate on treatment planning with clients, and utilize appropriate therapeutic interventions and referrals. Mental Health Rehabilitation Specialists, or Clinicians, are trained in diverse, culturally responsive, and trauma-informed orientations and modalities to engage, retain, and provide evidence-based and effective therapeutic treatment to our clients.

B. Admission, Enrollment and/or Intake Criteria and Process Where Applicable

AWP-MHOP is a safe place for women, who are both high utilizers of multiple systems (HUMS) as well as under-utilizers of care. Therefore, AWP-MHOP will serve all female-identified persons who are homeless and over age 18.

Contractor Name: Community Forward SF
Program Name: A Woman's Place

Appendix A- 2
Funding Term 07/01/2022 - 06/30/2023

C. Service Delivery Model

AWP-MHOP uses evidence-based interventions focused on trauma-informed care, harm-reduction offerings, and holistic, therapeutic care, including the advent of mindfulness protocols. Clients receive assessment and diagnosis by a licensed clinician or a registered Associate Marriage & Family Therapists (AMFT) and individual and group therapy provided by a Mental Health Rehabilitation Specialist, or Clinician. All services and clinical documentation are overseen by a Supervising Clinician, who is licensed in the field.

Each woman entering AWP-MHOP receives a preliminary assessment to determine medical necessity and appropriate levels of care and/or services needed. Clinicians will assess each client who is willing to engage with care by using the Adult/Older Adult Combined Assessment and will collaborate with the client on developing an individualized Treatment Plan of Care. Clients will meet with their individual therapist at least one time per week or with more frequency when necessary. Clients will also engage in group therapies, which are offered on a daily basis. The most highly utilized interventions in individual and/or group therapies include de-escalation and stabilization, crisis intervention, trauma-informed care and trauma recovery practices, somatic process work and interventions, harm reduction and education, motivational interviewing, art and music therapies, narrative therapy approaches, strength based interventions, intra-personal and interpersonal skill-building, case management, as well as referrals for support services and linkages to permanent housing.

D. Exit Criteria and Process

In the event that upon assessment, a client no longer meets medical necessity, they are discharged from AWP-MHOP and referred to an appropriate level of care based on their functionality and mental health needs.

When ready, clients can be transitioned from AWP Drop-In site to AWP's 1049 Howard Street in-house continuum of care. This broad spectrum of services is provided in an environment where clients already feel comfortable and have established relationships. Although housed in two sites, AWP's programs will work closely together to provide a full array of resources to AWP-MH clients. Clients not successful or satisfied in one program can transition between programs or to other appropriate community services.

E. Program's Staffing:

See Appendix B-2 Salaries and Benefits detail

Contractor Name: Community Forward SF
Program Name: A Woman's Place

Appendix A- 2
Funding Term 07/01/2022 - 06/30/2023

7. Objectives and Measurements:

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

7. Continuous Quality Improvement:

1. The Outcome Objectives of A Woman's Place Mental Health Outpatient Program are evaluated, monitored and tracked with the combined efforts of the Program Management. This process will be overseen by the Director of Clinical Services.
1. Statistical data including Avatar information will be monitored on an as-needed basis daily, weekly, and monthly and submitted in the form of both a monthly activity report and a quarterly performance report. Charts are reviewed monthly the first Wednesday of the month in a Supervisor and Peer review format and finalized by the Director of Clinical Services. All reports will be submitted to the VP of Client Services and to the Chief Executive Officer. All required reports will also be submitted in a timely manner to their respective funding sources.
3. During FY 22-23 AWP staff will receive training on topics of Cultural Competency specifically Cultural Humility as well as the following: Motivational Interviewing, Co-Occurring Disorders, and Harm Reduction to improve staff's ability to treat the needs of clients in our care. Clinicians and clinical supervisor(s) will receive clinical training monthly on various topics, including specific modalities and orientations of treatment, specialties in clinical treatment, and community resources and referrals processes. Program Review Measurement: Staff must complete a sign-in indicating the date on which they completed the training. Verification of training will be provided by sign-in sheets collected and or certificates of completion.
4. A Woman's Place participates in the BHS annual Client Satisfaction Survey period. To address issues not covered in that survey, AWP uses an internal survey instrument throughout the contract period. All survey results are analyzed by the Management team consisting of the Director of Clinical Services, Director of Programs, and the Site Supervisor. Results of the survey and analysis are also submitted to the VP of Client Services.
5. Timely completion and use of outcome data for Mental Health services is monitored through the Combined Assessment, Treatment Plan and submission of progress notes.

Evidence of CQI activities related to 1-5 above is maintained in A Woman's Place's Administrative Binder for review by the Business Office of Contract Compliance. Examples of evidence are descriptions of monitoring processes or improvement projects, copies of meeting agenda or materials addressing these items, and outcome reports.

Contractor Name: Community Forward SF
Program Name: A Woman's Place

Appendix A- 2
Funding Term 07/01/2022 - 06/30/2023

8. Required Language: N/A

Contractor Name: Community Forward SF
Program Name: A Woman's Place Drop-in Center

Appendix A- 3
Funding Term 07/01/2022-06/30/2023

1. Identifier

Program Name: A Woman's Place Drop-In Center
Program Address: 211-13th Street, San Francisco, CA 94103
Telephone: (415) 293-7360
Facsimile: (415) 487-2142
Website: www.communityforwardsf.org

Contractor: Community Forward SF
Contractor Address: 1171 Mission St., 2nd Fl.
City, State, Zip: San Francisco, CA 94103
Website: www.communityforwardsf.org

Executive Director/Program Director: Kara Zordel, Chief Executive Officer
Telephone: 415-(415) 241-1194
Email Address: kara.zordel@communityforwardsf.org

Program Code: 88207

1. Nature of Document:

Original **Second Amendment** Revision to Program Budgets

2. Goal Statement

The goal of A Woman's Place (AWP) Drop-In Center is to provide trauma-informed behavioral health services to all ethnicities and populations with a special focus on gender responsive care to women in the form of low-threshold, drop-in services targeted to the complex needs of multiply diagnosed homeless women with close linkages to mental health care, case management, primary care, residential services, residential substance use treatment, and HIV transitional housing and care.

3. Priority Population:

Target populations are all populations and ethnicities in San Francisco with focused expertise to address the unique needs of cis and transgender women, who are 18 years or older. Clients include those who use substances, suffer from mental illnesses, have histories of trauma, and who are experiencing homelessness. During each contract year, AWP Drop-In will provide drop-in services to at least 500 unduplicated women per year or 45 at any point in time.

4. Modality(ies)/Interventions

See Appendix B-3 CRDC

Contractor Name: Community Forward SF

Appendix A- 3

Program Name: A Woman's Place Drop In Center

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

5. Methodology

A. Admission, Enrollment and/or Intake Criteria and Process

By design, the Drop-In Center is intended to be a low threshold, non-threatening entry point for hard to-engage women, one that offers much support with few demands, and just as importantly, offers safe and secure respite. Therefore, the only admission criteria is that she/they are homeless and age 18 or over. The client's process for accessing services is simply walking through our doors.

B. Service Delivery Model:

Community Forward SF is one of the first organizations to apply the tenets of the harm reduction model to every aspect of our services to meet clients at every point on the continuum of care. The AWP Drop-In Center dedicates overnight chairs for women wanting to access 24 hour drop-in services. As such, our AWP Drop-In Center provides stabilization, support services and linkage to supportive housing for homeless women and transgender women in San Francisco who are multiply-diagnosed with a substance use disorder (SUD), mental illness, physical illnesses (i.e. HIV/AIDS, TB), as well as are survivors of abuse and domestic violence, are or were sex workers, and are seniors. To meet clients at their individual level of functionality and need, AWP Drop-In does not exclude clients because they use alcohol and drugs. The women may still access services, with the condition that they do not participate in any illicit activities involving substance use on the premises. To further reduce the possible harm for those who use substances, engage in unsafe sexual activities and/or may be involved in a violent or abusive relationship, AWP Drop In Services Clinicians will assess each client who is willing to engage with Clinicians beyond a basic needs assessment by using a trauma-informed approach. Common interventions will include empathic listening, motivational interviewing and harm reduction modalities to address the adverse consequences of these behaviors in addition to mindfulness practices, Cognitive Behavioral Therapy, and alternative modalities of healing, including art, music and movement to provide a safe, comforting emotional space for clients to explore their behavioral and relational patterns and elicit change, as desired.

AWP DI is co-located within the same facility as the AWP Mental Health Outpatient Program, which affords clients seamless access to mental health assessments, treatment planning, crisis services, and individual therapy or counseling as well as group therapy or counseling and/or case management services. If AWP DI clients are willing to accept the outpatient mental health services, the services are provided without a waitlist.

AWP Drop-In Clinicians refer clients who wish to address their substance use disorder to our Substance Use Disorder (SUD) program called Wellness & Recovery, which is conveniently housed at the AWP 1049 Howard St. location, or to another appropriate program. Clients who meet the requirements of AWP Residential HIV Services are referred to that program. Otherwise they can access services through AWP Shelter HSH Case Management program provided there is space available for an HSH-funded bed for the client. As part of their individual plans, AWP Drop-In Clinicians refer clients, who are not yet connected to a primary care provider, to a

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Community Forward SF (AWP)

FY 2022-23

Contract ID 1000010020

February 1, 2023: Second Amendment

Contractor Name: Community Forward SF**Appendix A- 3****Program Name:** A Woman's Place Drop In Center**Funding Term 07/01/2022 -06/30/2023**

physician as part of their stabilization process. Similarly, they are able to refer them directly to Shelter Health nurses, who are on site several times a week for triage care.

Immediate Needs: Each woman entering AWP Drop-In receives a preliminary assessment via empirical observation, conversational interactions, and service assessment to determine her level of crisis and need.

Engagement: The first level of engagement AWP Drop-In offers is a safe environment, one that offers an alternative to being on the streets or in mixed-gendered shelters. Women will receive support for their immediate needs; and as trust builds, they will be encouraged to return for continued support. Clinical staff remain attentive and engaged at all times and are extensively trained in crisis intervention, de-escalation and conflict management should the need arise.

Retention: First and foremost, the clients' most fundamental needs for safety, nourishment, and care will be met. Laundry and shower facilities are available on a daily basis. The program will strive to build strong community support among clients, former clients and staff, with a "support your sister" philosophy. Community building activities will be fostered via recreational activities focused to bring women off the street and indoors, such as games, movies nights, storytelling activities, and therapeutic art projects. Clients will be able to talk with clinical staff and access an array of resources including individual and group therapy or counseling, mindfulness and mindful movement practices, social activities, and resources and referrals for primary care and psychiatric evaluation. Secondly, the program is designed to engage women in more extensive care beyond drop-in support. Clinical staff are trained to identify stages of change and apply techniques appropriate to each stage, specializing in early intervention and prevention, when the opportunity is present. Clinicians are trained to be proactive in talking to clients in individual and group settings to increase retention, with an enhanced ability to identify decompensations, changes in behavior patterns and potential pitfalls, and readily identify, reinforce, and praise client strengths.

When ready, clients can be transitioned to AWP's 1049 Howard Street in-house continuum of care (not funded in this Appendix): Shelter Case Management beds for an indefinite length of stay, our residential HIV+/AIDS program or our residential Wellness & Recovery (SUD) program. This broad spectrum of services is provided in an environment where clients already feel comfortable and have established relationships. Although housed in two sites, AWP's programs will work closely together to provide a full array of resources to Drop-In services clients. Clients not successful or satisfied in one program can transition between programs, or to other appropriate community services.

D. Discharge Planning and Exit Criteria and Process

There are three ways a client will leave AWP Drop-In: Placement, Denial of Services, or Voluntary discharge.

Contractor Name: Community Forward SF**Appendix A- 3****Program Name:** A Woman's Place Drop In Center**Funding Term 07/01/2022 -06/30/2023**

Placement: Clients may stay at AWP Drop-In on a first-come-first-served basis until they receive a suitable immediate placement. Placements will first be made to other AWP programs when available (Shelter, HIV Care or SUD) (not funded in this Appendix). If AWP programs do not have availability in a suitable program AWP Drop-In Clinicians will place clients in shelter through the Coordinated Entry program, substance abuse care through SF DPH's Behavioral Health Access Point (BHAC) or other appropriate external placement as assessed by the Clinician. If an appropriate placement can not be found, clients may sit in the AWP Drop-In center overnight for an indefinite period of time.

Denial of Services: A Woman's Place Drop-In Center strives to prevent involuntary client discharge, which is critical to retention. At AWP, 1049 Howard Street site, we have extensive experience with individuals with severe behavioral health issues. We are able to accommodate and mediate a variety of behaviors that can result in discharges at other facilities. We use creative strategies to make accommodations without compromising the safety of our other clients. In addition, AWP employs a denial of service policy designed to maximize client access. AWP has never issued a denial of service greater than 90 days in duration. Typically, service denials are very short in duration and address immediate safety concerns. In the event that a client is denied services, AWP staff makes every effort to provide clients with information, resources and placement appropriate to their situation. Our staff draws from this extensive experience at AWP to similarly respond to the challenges of women at AWP Drop-In Center.

Voluntary Discharge: Of course, clients may choose to leave AWP Drop-In Center at any time. At the time of voluntary discharge every client will have access to information, resources and placement.

Building Operations: Community Forward SF is in a lease agreement contract with Building owners of 211 13th Street where all Drop-In women services will be delivered. CFSF will be responsible for as follows:

1. To maintain facilities and systems in full compliance with requirements of the law, local standards, and in accordance with DPH requirements and guidelines to protect the health and safety of participants and staff (e.g., smoke/carbon monoxide detectors, fire exits, smoking and animal relief areas, pest control, access to hygiene).
2. Maintain and create Site logs, records of entry and exit, and manage key access for participants, partner agencies and onsite staff.
3. Laundry: Onsite laundry is available to all guests.
4. Janitorial/Facilities provide janitorial services that meet or exceed the DPH requirements and standards.

5. Furnishings and Participant Supplies: maintain and provide furnishings (e.g., towels/linens)

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Community Forward SF (AWP)

FY 2022-23

Contract ID 1000010020

February 1, 2023: Second Amendment

Contractor Name: Community Forward SF**Appendix A- 3****Program Name:** A Woman's Place Drop In Center**Funding Term 07/01/2022 -06/30/2023**

and supplies (e.g., menstrual and oral hygiene products; soap) for participants.

6. Personal Protective Equipment (PPE): be responsible for monitoring PPE utilization and supply of PPE.

7. Biohazard Cleaning: coordinate with Janitor(s) to ensure that sites receive deep cleaning when a room or unit that is housing a COVID-19 positive participant turns over; when a participant becomes symptomatic; or in the event of a death on Site.

8. Meals: Due to building codes, AWP Drop-in center is unable to cook meals onsite; however, we work with outside vendors such as Replate to offer free meals to guests whenever possible.

9. Storage: provide space for secure and pest-free storage of participant belongings, as appropriate for the Site.

Service Requirements

A. Health Standards and Use of PPE:

1. To prevent the spread of COVID-19, Grantee shall ensure that all onsite Site team members (e.g., staff and subcontractors) view the City-produced online safety training.

2. Ensure that all onsite staff and participants use appropriate PPE at all times in accordance with the most up to date DPH requirements.

3. Ensure all DPH requirements and guidelines are followed by onsite staff and participants (e.g., screening, distancing, isolation and quarantine)

B. Security/De-Escalation: provide security and de-escalation to ensure the safety of participants and staff and protection of property.

a. Safety services contracted through St. Anthony's Foundation Community Security Services (SAF), Swing 3-11:00pm and Night shift 11-7:00am will be covered.

- i. At least one employee or independent contractor of SAF will be on site to provide security services.
- ii. SAF shall monitor the sidewalk in front of the facility for activities that may pose a risk to staff and clients entering and exiting the facility. Outside of the facility, SAF shall report suspicious or criminal activities to law enforcement or other appropriate first responders as it deems appropriate in its sole discretion and provide such other support as SAF deems appropriate in its sole discretion.

Contractor Name: Community Forward SF**Appendix A- 3****Program Name:** A Woman's Place Drop In Center**Funding Term 07/01/2022 -06/30/2023**

- iii. SAF shall monitor the interior of the facility at 211 13th Street for disruptive behavior on the part of any CFSF client. This includes physical and verbal behavior that is potentially harmful to the environment, facility, or person of any CFSF client or employee or hotel staff. SAF shall intervene with de-escalation techniques with the goal of resolving all situations without harm to anyone in the facility. When possible, SAF shall intervene with intention to retain all CFSF clients safely within the program. If efforts toward that goal prove ineffective, in consultation with available CFSF and DPH staff members on site, the SAF employee shall escort the client or clients who present harmful behavior out of the building. Physical contact with clients shall be avoided unless SAF employee deems it necessary to prevent immediate violence. In such cases, the minimum physical intervention necessary shall be employed. Under no circumstances will physical intervention be employed as punishment for past behavior or deterrent to future behavior. Under no circumstances shall a client be detained physically for the purposes of surrendering the client to law enforcement. SAF will not enforce facility rules unrelated to the immediate safety of clients and staff and shall instead report any observed or suspected client rule violations to CFSF management staff.
- iv. Limitations. SAF will not physically respond to any violent behaviors or behaviors that could potentially be harmful or violent to its employee, independent contractor or affiliate by any person. Physical response shall include, without limitation, any physical contact with or the use of any restraints on any person. The Client Safety Services are not a replacement for law enforcement. Any suspicious or criminal activities should be reported to law enforcement or other first responders.

C.

6. Program Staffing

See Appendix B-3 Salaries and Benefits detail

7. Objectives and Measurements

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

8. Continuous Quality Improvement

- 1. The Outcome Objectives of A Woman's Place Drop-In Center are evaluated, monitored and tracked with the combined efforts of the Program Management. This process will be overseen by the VP of Client Services as well as the VP of Women Services.

Contractor Name: Community Forward SF**Appendix A- 3****Program Name:** A Woman's Place Drop In Center**Funding Term 07/01/2022 -06/30/2023**

Statistical data including Avatar information will be monitored on an as-needed basis daily, weekly, and monthly and submitted in the form of both a monthly activity report and a quarterly performance report and entered through the Avatar system. Charts are reviewed monthly the first Wednesday of the month in a Peer & Supervisor review format and finalized by the Director of Clinical Services. All reports will be submitted to the VP of Women's Services, and to the Chief Executive Officer. All required reports will also be submitted in a timely manner to respected funding sources.

3. During FY22/23 AWP staff will receive a minimum of 6 hours of training on topics of Cultural Competence, specifically Cultural Humility as well as the following: Motivational Interviewing, Co-Occurring Disorders, De-escalation, Trauma Informed care, and Harm Reduction. Program Review Measurement: Staff must complete a sign-in indicating the date on which they completed the training. Verification of training will be provided by sign-in sheets collected and or certificates of completion.

4. A Woman's Place's Drop In Center participates in the BHS annual Client Satisfaction Survey period for those clients who are open in our Mental Health Outpatient Program. All survey results are analyzed by the Management team consisting of the Director of Clinical Services, Director of Women's Services, and the Deputy Director. Results of the survey and analysis are also submitted to the VP of Women's Services.

1. Achievement of contract performance objectives and productivity,
2. Quality of documentation, including a description of the frequency and scope of internal chart audits,
3. Cultural competency of staff and services,
4. Client satisfaction,
5. Timely completion and use of outcome data, including but not limited to, Assessment/ANSA, Treatment Plan, and progress note submission.

Evidence of CQI activities related to 1-4 above is maintained in A Woman's Place's Administrative Binder for review by the Business Office of Contract Compliance. Examples of evidence are descriptions of monitoring processes or improvement projects, copies of meeting agenda or materials addressing these items, or outcome reports.

9. Required Language:

Community Forward SF will provide required Language translation for our agency policies and other documentation. When specific documentation is forwarded from the San Francisco County Departments, these documents will be submitted already translated in the specified languages, such as: Chinese, Spanish, Tagalog, Russian, and Vietnamese.

Appendix B Calculation of Charges

1. Method of Payment

A. Invoices furnished by CONTRACTOR under this Agreement must be in a form acceptable to the Contract Administrator and the CONTROLLER and must include the Contract Progress Payment Authorization number or Contract Purchase Number. All amounts paid by CITY to CONTRACTOR shall be subject to audit by CITY. The CITY shall make monthly payments as described below. Such payments shall not exceed those amounts stated in and shall be in accordance with the provisions of Section 3.3.1, COMPENSATION, of this Agreement.

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

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

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

(2) Cost Reimbursement (Monthly Reimbursement for Actual Expenditures within Budget):

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

B. Final Closing Invoice

(1) Fee For Service Reimbursement:

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

(2) Cost Reimbursement:

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

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

D. Upon the effective date of this Agreement, contingent upon prior approval by the CITY'S Department of Public Health of an invoice or claim submitted by Contractor, and of each year's revised Appendix A (Description of Services) and each year's revised Appendix B (Program Budget and Cost Reporting Data Collection Form), and within each fiscal year, the CITY agrees to make an initial payment to

CONTRACTOR not to exceed twenty-five per cent (25%) of the General Fund and 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 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 – A Woman's Place (SA)
 Appendix B-2 -- A Woman's Place (MH)
 Appendix B-3– A Woman's Place Drop-In

B. Compensation

Compensation shall be made in monthly payments on or before the 30th day after the DIRECTOR, in his or her sole discretion, has approved the invoice submitted by CONTRACTOR. The breakdown of costs and sources of revenue associated with this Agreement appears in Appendix B, Cost Reporting/Data Collection (CR/DC) and Program Budget, attached hereto and incorporated by reference as though fully set forth herein. The maximum dollar obligation of the CITY under the terms of this Agreement shall not exceed **Thirteen Million Six Hundred Thousand Dollars (\$13,600,000) for the period of July 1, 2018 through June 30, 2023.**

CONTRACTOR understands that, of this maximum dollar obligation, **\$3,382.00** 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, 2018 to June 30, 2019	\$ 737,989
July 1, 2019 to June 30, 2020	\$ 2,480,032
July 1, 2020 to June 30, 2021	\$ 2,965,956
July 1, 2020 to June 30, 2021 One Time DV Amt	\$ 101,011
July 1, 2021 to June 30, 2022	\$ 3,403,408
July 1, 2022 to June 30, 2023	\$ 3,908,222
SubTotal July 1, 2018 to June 30, 2023	\$ 13,596,618
Contingency July 1, 2018 to June 30, 2023	\$ 3,382
Total July 1, 2018 to June 30, 2023	\$ 13,600,000

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 Community Awareness and Treatment Services, now named Community Forward SF 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 01078		Document Date			2/1/2023	Appendix B, Page 1
Contractor Name Community Forward SF		Fiscal Year			2022-2023	
Contract ID 1000010020		Funding Notification Date			09/08/22	
Contract Appendix Number	B-1	B-2	B-3			
Provider Number	383841	38BK	383820			
Program Name(s)	A Woman's Place SA	A Woman's Place MH	A Woman's Place Drop-In			
Program Code(s)	97027	38BKOP	88207			
Funding Term	7/1/22-6/30/23	7/1/22-6/30/23	7/1/22-6/30/23			
FUNDING USES						TOTAL
Salaries	543,413	565,563	611,117			1,720,094
Employee Benefits	163,024	169,669	183,335			516,028
Subtotal Salaries & Employee Benefits	706,437	735,232	794,452			2,236,122
Operating Expenses	193,021	173,519	795,792			1,162,332
Capital Expenses	-	-	-			-
Subtotal Direct Expenses	899,458	908,751	1,590,244			3,398,454
Indirect Expenses	134,919	136,313	238,537			509,769
Indirect %	15.0%	15.0%	15.0%			15.0%
TOTAL FUNDING USES	1,034,376	1,045,066	1,828,780			3,908,222
				Employee Fringe Benefits %		30.0%
BHS MENTAL HEALTH FUNDING SOURCES						
MH Adult Fed SDMC FFP (50%)		357,622				357,622
MH Adult County General Fund		687,444				687,444
						-
TOTAL BHS MENTAL HEALTH FUNDING SOURCES	-	1,045,066	-	-		1,045,066
BHS SUBSTANCE ABUSE FUNDING SOURCES						
SUD County General Fund (Other Services)	1,034,376		1,828,780			2,863,156
						-
						-
TOTAL BHS SUBSTANCE ABUSE FUNDING SOURCES	1,034,376	-	1,828,780	-		2,863,156
OTHER DPH FUNDING SOURCES						
						-
						-
						-
TOTAL OTHER DPH FUNDING SOURCES	-	-	-	-		-
TOTAL DPH FUNDING SOURCES	1,034,376	1,045,066	1,828,780	-		3,908,222
NON-DPH FUNDING SOURCES						
						-
						-
TOTAL NON-DPH FUNDING SOURCES		-	-	-		-
TOTAL FUNDING SOURCES (DPH AND NON-DPH)	1,034,376	1,045,066	1,828,780	-		3,908,222
Prepared By	John Uselman/Nora Espinoza		Phone Number	415-322-0575		

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

DHCS Legal Entity Number	01078				Appendix #	B-1
Provider Name	Community Forward SF				Page #	2
Provider Number	383841				Fiscal Year	2022-2023
Contract ID Number	1000010020				Funding Notification Date	09/08/22
Program Name	A Woman's Place SA	A Woman's Place SA				
Program Code	97027	97027				
Mode/SFC (MH) or Modality (SA)	Res-51	Res-51				
Service Description	Residential Recovery - Long Term	BOS Addback				
Funding Term	7/1/22-6/30/23	7/1/22-6/30/23				
FUNDING USES						TOTAL
Salaries & Employee Benefits	442,771	263,666				706,437
Operating Expenses	4,513	188,508				193,021
Capital Expenses						-
Subtotal Direct Expenses	447,284	452,174	-	-		899,458
Indirect Expenses	67,093	67,826				134,919
TOTAL FUNDING USES	514,377	520,000	-	-		1,034,376
BHS MENTAL HEALTH FUNDING SOURCES						
						-
						-
TOTAL BHS MENTAL HEALTH FUNDING SOURCES		-	-	-	-	-
BHS SUD FUNDING SOURCES	Dept-Auth-Proj-Activity					
SUD County General Fund (Other Services)	240646-10000-10001681-0008	514,376	520,000			1,034,376
		-				-
TOTAL BHS SUBSTANCE ABUSE FUNDING SOURCES		514,376	520,000	-	-	1,034,376
OTHER DPH FUNDING SOURCES						
						-
						-
TOTAL OTHER DPH FUNDING SOURCES		-	-	-	-	-
TOTAL DPH FUNDING SOURCES		514,376	520,000	-	-	1,034,376
NON-DPH FUNDING SOURCES						
						-
TOTAL NON-DPH FUNDING SOURCES		-	-	-	-	-
TOTAL FUNDING SOURCES (DPH AND NON-DPH)		514,376	520,000	-	-	1,034,376
BHS UNITS OF SERVICE AND UNIT COST						
Number of Beds Purchased		13	13			
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		2,835	2,835			
Unit Type		Bed Day	Bed Day	0	0	
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only)		181.47	183.45	-	-	
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)		364.92	-	-	-	
Published Rate (Medi-Cal Providers Only)						Total UDC
Unduplicated Clients (UDC)		55	55			110

Appendix B - DPH 4: Operating Expenses Detail

Contract ID: 1000010020
 Program Name: A Woman's Place
 Program Code: 97027

Appendix #: B-1
 Page #: 4
 Fiscal Year: 2022-2023
 Funding Notification Date: 09/08/22

Expense Categories & Line Items	TOTAL	240646-10000-10001681-0008	BOS Addback 240646-10000-10001681-0008				
Funding Term	7/1/22-6/30/23	7/1/22-6/30/23	7/1/22-6/30/23				
Rent							
Utilities (telephone, electricity, water, gas)	-						
Building Repair/Maintenance	-	-	-				
Occupancy Total:	-	-	-	-	-	-	-
Office Supplies	1,887	1,887					
Photocopying	-						
Program Supplies	-						
Computer Hardware/Software	-						
Materials & Supplies Total:	1,887	1,887	-	-	-	-	-
Training/Staff Development	1,918	1,918	-				
Insurance	-						
Permits	-						
Equipment Lease & Maintenance	-						
General Operating Total:	1,918	1,918	-	-	-	-	-
Local Travel	980	708	272				
Out-of-Town Travel	-						
Field Expenses	-						
Staff Travel Total:	980	708	272	-	-	-	-
St. Anthony's Security = \$40/hr X 8hrs per day X 1 staff X 7 days per week @ 35 weeks	78,400		78,400				
	-						
Consultant/Subcontractor Total:	78,400	-	78,400	-	-	-	-
Floor Repair	9,500	-	9,500				
Window Covering	9,000	-	9,000				
I/T Systems	7,000	-	7,000				
Commerical Oven / Stove	9,000	-	9,000				
Client Related Costs	12,000	-	12,000				
Client Food Costs	63,336	-	63,336				
Other Total:	109,836	-	109,836	-	-	-	-
TOTAL OPERATING EXPENSE	193,021	4,513	188,508	-	-	-	-

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

DHCS Legal Entity Number	01078					Appendix #	B-2
Provider Name	Community Forward SF					Page #	5
Provider Number	38BK					Fiscal Year	2022-2023
Contract ID Number	1000010020					Funding Notification Date	09/08/22
Program Name	A Woman's Place MH	A Woman's Place MH	A Woman's Place MH	A Woman's Place MH			
Program Code	38BKOP	38BKOP	38BKOP	38BKOP			
Mode/SFC (MH) or Modality (SA)	45/20-29	15/10-56	15/01-09	15/70-79			
Service Description	Commty Client Svc, MH Svcs, Brokerage, OP	MH Svcs	Case Mgt Brokerage	Crisis Intervention -OP			
Funding Term	7/1/22-6/30/23	7/1/22-6/30/23	7/1/22-6/30/23	7/1/22-6/30/23			
FUNDING USES						TOTAL	
Salaries & Employee Benefits	171,934	389,119	164,543	9,636		735,232	
Operating Expenses	40,577	91,834	38,833	2,274		173,519	
Capital Expenses			-	-		-	
Subtotal Direct Expenses	212,511	480,953	203,376	11,910		908,750	
Indirect Expenses	31,877	72,143	30,506	1,787		136,313	
TOTAL FUNDING USES	244,388	553,096	233,882	13,697		1,045,066	
BHS MENTAL HEALTH FUNDING SOURCES	Dept-Auth-Proj-Activity						
MH Adult Fed SDMC FFP (50%)	251984-10000-10001792-0001		247,041	104,463	6,118	357,622	
MH Adult County General Fund	251984-10000-10001792-0001	244,388	306,057	129,420	7,579	687,444	
					-	-	
TOTAL BHS MENTAL HEALTH FUNDING SOURCES		244,388	553,098	233,883	13,697	1,045,066	
BHS SUD FUNDING SOURCES							
TOTAL BHS SUBSTANCE ABUSE FUNDING SOURCES		-	-	-	-	-	
OTHER DPH FUNDING SOURCES							
TOTAL OTHER DPH FUNDING SOURCES		-	-	-	-	-	
TOTAL DPH FUNDING SOURCES		244,388	553,098	233,883	13,697	1,045,066	
NON-DPH FUNDING SOURCES							
TOTAL NON-DPH FUNDING SOURCES		-	-	-	-	-	
TOTAL FUNDING SOURCES (DPH AND NON-DPH)		244,388	553,098	233,883	13,697	1,045,066	
BHS UNITS OF SERVICE AND UNIT COST							
Number of Beds Purchased							
SUD Only - Number of Outpatient Group Counseling Sessions							
SUD Only - Licensed Capacity for Narcotic Treatment Programs							
Payment Method	Fee-For-Service (FFS)	Fee-For-Service (FFS)	Fee-For-Service (FFS)	Fee-For-Service (FFS)			
DPH Units of Service	719	52,707	23,525	1,305			
Unit Type	Staff Minute	Staff Minute	Staff Minute	Staff Minute			
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES ONLY)	339.90	10.49	9.94	10.50			
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)	339.90	10.49	9.94	10.50			
Published Rate (Medi-Cal Providers Only)	293.00	10.41	9.86	10.41			
Unduplicated Clients (UDC)	98	41	17	1		Total UDC	
						157	

Appendix B - DPH 4: Operating Expenses Detail

Contract ID: 1000010020
 Program Name: A Woman's Place MH
 Program Code: 38BKOP

Appendix #: B-2
 Page #: 7
 Fiscal Year: 2022-2023
 Funding Notification Date: 09/08/22

Expense Categories & Line Items	TOTAL	251984-10000-10001792-0001					
Funding Term	7/1/22-6/30/23	7/1/22-6/30/23					
Rent	72,516	72,516					
Utilities(telephone, electricity, water, gas)	18,000	18,000					
Building Repair/Maintenance	53,400	53,400					
Occupancy Total:	143,916	143,916	-	-	-	-	-
Office Supplies	9,375	9,375					
Photocopying	-						
Program Supplies	-						
Computer Hardware/Software	-						
Materials & Supplies Total:	9,375	9,375	-	-	-	-	-
Training/Staff Development	-						
Insurance	12,500	12,500					
Permits	-						
Equipment Lease & Maintenance	-						
General Operating Total:	12,500	12,500	-	-	-	-	-
Local Travel	3,528	3,528					
Out-of-Town Travel	-						
Field Expenses	-						
Staff Travel Total:	3,528	3,528	-	-	-	-	-
	-						
Consultant/Subcontractor Total:	-	-	-	-	-	-	-
Janitorial	-						
Client Related Costs	4,200	4,200					
	-						
Other Total:	4,200	4,200	-	-	-	-	-
TOTAL OPERATING EXPENSE	173,519	173,519	-	-	-	-	-

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

DHCS Legal Entity Number		01078			Appendix #	B-3
Provider Name		Community Forward SF			Page #	8
Provider Number		383820			Fiscal Year	2022-2023
Contract ID Number		1000010020			Funding Notification Date	09/08/22
Program Name		A Woman's Place Drop-In	BOS Addback A Woman's Place Drop-In			
Program Code		88207	88207			
Mode/SFC (MH) or Modality (SA)		SecPrev-18	SecPrev-18			
Service Description		Early Intervention	Early Intervention			
Funding Term		9/1/22-6/30/23	9/1/22-6/30/23			
FUNDING USES						TOTAL
Salaries & Employee Benefits		685,391	109,061			794,452
Operating Expenses		52,679	743,113			795,792
Capital Expenses						-
Subtotal Direct Expenses		738,070	852,174			1,590,244
Indirect Expenses		110,711	127,826			238,537
TOTAL FUNDING USES		848,780	980,000			1,828,780
BHS MENTAL HEALTH FUNDING SOURCES						
						-
						-
TOTAL BHS MENTAL HEALTH FUNDING SOURCES		-	-			-
BHS SUD FUNDING SOURCES						
Dept-Auth-Proj-Activity						
SUD County General Fund (Other Services)		240646-10000-10001681-0008	848,780	980,000		1,828,780
						-
TOTAL BHS SUBSTANCE ABUSE FUNDING SOURCES		848,780	980,000			1,828,780
OTHER DPH FUNDING SOURCES						
Fund-Dept-Auth-Proj-Activity						
						-
						-
TOTAL OTHER DPH FUNDING SOURCES		-	-			-
TOTAL DPH FUNDING SOURCES		848,780	980,000			1,828,780
NON-DPH FUNDING SOURCES						
						-
TOTAL NON-DPH FUNDING SOURCES		-	-			-
TOTAL FUNDING SOURCES (DPH AND NON-DPH)		848,780	980,000			1,828,780
BHS UNITS OF SERVICE AND UNIT COST						
Number of Beds Purchased						
SUD Only - Number of Outpatient Group Counseling Sessions						
SUD Only - Licensed Capacity for Narcotic Treatment Programs						
Payment Method		Cost Reimbursement (CR)	Cost Reimbursement (CR)	Cost Reimbursement (CR)		
DPH Units of Service		6,938	6,938			
Unit Type		Hours	Hours			
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only)		122.34	141.25			
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)		122.34	141.25			
Published Rate (Medi-Cal Providers Only)						Total UDC
Unduplicated Clients (UDC)		230	230			460

Appendix B - DPH 3: Salaries & Benefits Detail

tract ID Number: 1000010020

Program Name: **A Woman's Place Drop-In**

Program Code: 88207

Appendix #: B-3

Page #: 9

Fiscal Year: 2022-2023

Funding Notification Date: 09/08/22

Funding Term	TOTAL		240646-10000-10001681-0008		BOS - Add back 240646-10000-10001681-0008									
	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries
COO	0.15	21,250	0.15	21,250										
VP of Women's Services	0.41	51,563	0.41	51,563										
VP of Facilities - Left 10/31/2022	0.15	7,188	0.15	7,188										
Operations Manager - Strt 11/1/2022	0.15	7,438	0.15	7,438										
VP assistant - Start 1/1/2023	0.09	5,688	0.09	5,688										
Director - AWP - Strt 10/1/2022	0.33	32,667	0.33	32,667										
Deputy Director - AWP - Start 9/1/2022	0.50	36,000	0.50	36,000										
Assistant Manager	0.67	86,667	0.67	86,667										
Frontline Staff - Sart 11/2022	7.33	335,573	5.50	251,680	1.83	83,893.33								
Maintenance Tech	0.42	27,083	0.42	27,083										
Totals:	10.20	611,117	8.37	527,224	1.83	83,893	-	-	-	-	-	-	-	-

Employee Fringe Benefits:	30.00%	183,335	30.00%	158,167	30.00%	25,168	30.00%	-	0.00%	-	0.00%	-	0.00%	-
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TOTAL SALARIES & BENEFITS		794,452		685,391		109,061		-		-		-		-
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Appendix B - DPH 4: Operating Expenses Detail

Contract ID Number 1000010020
 Program Name: A Woman's Place Drop-In
 Program Code: 88207

Appendix #: B-3
 Page #: 10
 Fiscal Year: 2022-2023
 Funding Notification Date: 09/08/22

Expense Categories & Line Items	TOTAL	240646-10000-10001681-0008	BOS - Addback 240646-10000-10001681-0008				
Funding Term	9-2022 - 6/2023	9-2022 - 6/2023	9-2022 - 6/2023				
Rent - 211 13th Street	119,000	34,000	85,000				
Rent - TBD (est. 15,000SQFT AT \$2.33 per mo. 3 mos.)	105,000		105,000				
Utilities(telephone, electricity, water, gas)	38,000	8,000	30,000				
Building Repair/Maintenance	51,167	10,349	40,818				
Occupancy Total:	313,167	52,349	260,818	-	-	-	-
Office Supplies	11,428		11,428				
Photocopying	-						
Program Supplies	-						
Computer Hardware/Software	-						
Materials & Supplies Total:	11,428	-	11,428	-	-	-	-
Training/Staff Development	2,917		2,917				
Insurance	18,500	-	18,500	-			
Permits	-						
Equipment Lease & Maintenance	-						
General Operating Total:	21,417	-	21,417	-	-	-	-
Local Travel	1,960	330.00	1,630				
Out-of-Town Travel	-						
Field Expenses	-						
Staff Travel Total:	1,960	330	1,630	-	-	-	-
St. Anthony's Security = \$40/hr X 8hrs per day X 2 staff X 7 days per week @ 43 weeks (shared with HSH 65/35 split)	232,960		232,960				
necessary)	-						
Consultant/Subcontractor Total:	232,960	-	232,960	-	-	-	-
Furniture . Equip	23,000		23,000				
Built Out Drop In Showers	50,000		50,000				
Build out Commeicial Kitchen	70,000		70,000				
Office Space	25,000		25,000				
Client Related Costs	8,430		8,430				
Food & Food Preparations	38,430		38,430				
Other Total:	214,860	-	214,860	-	-	-	-
TOTAL OPERATING EXPENSE	795,792	52,679	743,113	-	-	-	-

APPENDIX D

Data Access Agreement

Article 1 Access

1.1 Revision to Scope of Access (RSA):

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

1.2 Primary and Alternate Agency Site Administrator.

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

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

1.2.2 Communicating with the SFDPH IT Service Desk;

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

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

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

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

1.3 SFDPH IT Service Desk.

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

1.4 Deprovisioning Schedule.

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

1.5 Active Directory.

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

1.6 Role Based Access.

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

1.7 Training Requirements.

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

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

1.8 Agency Data User Confidentiality Agreement.

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

1.9 Corrective Action.

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

1.10 User ID and Password.

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

1.11 Notification of Compromised Password.

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

1.12 Multi Factor Authentication.

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

1.13 Qualified Personnel.

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

1.14 Workstation/Laptop encryption.

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

1.15 Server Security.

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

1.16 Removable media devices.

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

1.17 Antivirus software.

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

1.18 Patch Management.

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

1.19 System Timeout.

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

1.20 Warning Banners.

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

1.21 Transmission encryption.

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

1.22 No Faxing/Mailing.

City Data may not be faxed or mailed.

1.23 Intrusion Detection.

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

of the City.

1.24 Security of PHI.

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

1.25 Data Security and City Data

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

1.26 Data Privacy and Information Security Program.

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

1.27 Disaster Recovery.

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

1.28 Supervision of Data.

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

1.29 As Is Access.

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

1.30 No Technical or Administrative Support.

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

1.31 City Audit of Agency and Agency Data Users.

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

1.32 Minimum Necessary.

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

1.33 No Re-Disclosure or Reporting.

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

1.34 Health Information Exchange.

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

1.35 Subcontracting.

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

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

Article 2 Indemnity

2.1 Medical Malpractice Indemnification.

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

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

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

Article 3 Proprietary Rights and Data Breach

3.1 Ownership of City Data.

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

3.2 Data Breach; Loss of City Data.

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

Agency shall take:

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

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

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

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

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

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

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

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

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

3.3 **Media Communications**

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

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

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

A. SFDPH Care Link Requirements:

1. Connectivity.

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

2. Compliance with Epic Terms and Conditions.

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

3. Epic-Provided Terms and Conditions

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

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

A. SFDPH Epic Hyperspace and Epic Hyperdrive:

1. Connectivity.

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

and connection requirements from the SFDPH IT team. Agency is responsible for all associated costs. Agency shall ensure that Agency Data Users access the System only through equipment owned or leased and maintained by Agency.

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

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

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

A. SFDPH myAvatar via WebConnect and VDI:

1. Connectivity.

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

2. Information Technology (IT) Support.

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

3. Access Control.

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

Attachment 2 to Appendix D

**Protected Information Destruction Order
Purge Certification - Contract ID # 1000010020**

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 August 3, 2022 (“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:

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

RECITALS

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

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

1. Definitions.

a. Breach means the unauthorized acquisition, access, use, or disclosure of PHI that compromises the security or privacy of such information, except where an unauthorized person to whom such information is disclosed would not reasonably have been able to retain such information, and shall

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have the meaning given to such term under the HITECH Act and HIPAA Regulations [42 U.S.C. Section 17921 and 45 C.F.R. Section 164.402], as well as California Civil Code Sections 1798.29 and 1798.82.

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

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

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

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

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

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

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

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

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

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k. Protected Health Information or PHI means any information, including electronic PHI, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Sections 160.103 and 164.501. For the purposes of this BAA, PHI includes all medical information and health insurance information as defined in California Civil Code Sections 56.05 and 1798.82.

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

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

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

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

2. Obligations of Business Associate.

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

b. User Training. The BA shall provide, and shall ensure that BA subcontractors, provide, training on PHI privacy and security, including HIPAA and HITECH and its regulations, to each employee or agent that will access, use or disclose Protected Information, upon hire and/or prior to

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accessing, using or disclosing Protected Information for the first time, and at least annually thereafter during the term of the Agreement. BA shall maintain, and shall ensure that BA subcontractors maintain, records indicating the name of each employee or agent and date on which the PHI privacy and security trainings were completed. BA shall retain, and ensure that BA subcontractors retain, such records for a period of seven years after the Agreement terminates and shall make all such records available to CE within 15 calendar days of a written request by CE.

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

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

e. Prohibited Uses and Disclosures. BA shall not use or disclose Protected Information other than as permitted or required by the Agreement and BAA, or as required by law. BA shall not use or disclose Protected Information for fundraising or marketing purposes. BA shall not disclose Protected Information to a health plan for payment or health care operations purposes if the patient has requested

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

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

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

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

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Business Associate Agreement

the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure [45 C.F.R. 164.528(b)(2)]. If an individual or an individual's representative submits a request for an accounting directly to BA or its agents or subcontractors, BA shall forward the request to CE in writing within five (5) calendar days.

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

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

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

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

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

APPENDIX E



San Francisco Department of Public Health
Business Associate Agreement

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

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

3. Termination.

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

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

APPENDIX E



San Francisco Department of Public Health
Business Associate Agreement

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

d. Civil and Criminal Penalties. BA understands and agrees that it is subject to civil or criminal penalties applicable to BA for unauthorized use, access or disclosure 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, the HIPAA regulations or other applicable state or federal laws. CE may terminate the Agreement upon thirty (30) days written notice in the event (i) BA does not promptly enter into negotiations to amend the Agreement or this BAA when requested by CE pursuant to this section or (ii) BA does not enter into an amendment to the Agreement or this BAA providing assurances regarding the safeguarding of PHI that CE, in its sole discretion, deems sufficient to satisfy the standards and requirements of applicable laws.

APPENDIX E



San Francisco Department of Public Health
Business Associate Agreement

5. Reimbursement for Fines or Penalties.

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

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

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

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

Contractor Name:		Contractor City Vendor ID	
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PRIVACY ATTESTATION

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

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

I. All Contractors.

DOES YOUR ORGANIZATION...						Yes	No*	
A	Have formal Privacy Policies that comply with the Health Insurance Portability and Accountability Act (HIPAA)?						<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 supervisory authorization to do so AND that health information is only transferred or created on encrypted devices approved by SFPDH Information Security staff?						<input type="checkbox"/>	<input type="checkbox"/>

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

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

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

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

EXCEPTION(S) APPROVED by OCPA	Name (print)		Signature		Date	
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Contractor Name:		Contractor City Vendor ID	
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DATA SECURITY ATTESTATION

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

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

I. All Contractors.

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

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

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

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

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

Appendix F
PAGE A

Contract ID#
1000010020

Contractor: Community Forward San Francisco (Formerly CATS)

Address: 1171 Mission Street, San Francisco, CA 94103

Tel. No.: (415) 241-1199
Fax No.: (415) 553-3939



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

PHP Division: Behavioral Health Services

INVOICE NUMBER:	S06JL22
Template Version	Amend 2
Ct. PO No.: POHM	SFGOV-0000661211
Fund Source:	SUD County - General Fund
Invoice Period:	July 2022
Final Invoice:	(Check if Yes)

Program/Exhibit	TOTAL CONTRACTED		DELIVERED THIS PERIOD		DELIVERED TO DATE		% OF TOTAL		REMAINING DELIVERABLES		% OF TOTAL	
	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC
B-3 A Woman's Place - Drop In 240646-10000-100001681-0008												
SecPrev-18 Early Intervention	6,938	230			-	-	0%	0%	6,938	230	100%	100%

Unduplicated Counts for AIDS Use Only.

Description	BUDGET	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Total Salaries	\$ 611,117.00	\$ -	\$ -	0.00%	\$ 611,117.00
Fringe Benefits	\$ 183,335.00	\$ -	\$ -	0.00%	\$ 183,335.00
Total Personnel Expenses	\$ 794,452.00	\$ -	\$ -	0.00%	\$ 794,452.00
Operating Expenses:					
Occupancy	\$ 313,167.00	\$ -	\$ -	0.00%	\$ 313,167.00
Materials and Supplies	\$ 11,428.00	\$ -	\$ -	0.00%	\$ 11,428.00
General Operating	\$ 21,417.00	\$ -	\$ -	0.00%	\$ 21,417.00
Staff Travel	\$ 1,960.00	\$ -	\$ -	0.00%	\$ 1,960.00
Consultant/Subcontractor	\$ 232,960.00	\$ -	\$ -	0.00%	\$ 232,960.00
Other: Furniture . Equip	\$ 23,000.00	\$ -	\$ -	0.00%	\$ 23,000.00
Built Out Drop In Showers	\$ 50,000.00	\$ -	\$ -	0.00%	\$ 50,000.00
Build out Commercial Kitchen	\$ 70,000.00	\$ -	\$ -	0.00%	\$ 70,000.00
Office Space	\$ 25,000.00	\$ -	\$ -	0.00%	\$ 25,000.00
Client Related Costs	\$ 8,430.00	\$ -	\$ -	0.00%	\$ 8,430.00
Food & Food Preparations	\$ 38,430.00	\$ -	\$ -	0.00%	\$ 38,430.00
	\$ -	\$ -	\$ -	0.00%	\$ -
Total Operating Expenses	\$ 795,792.00	\$ -	\$ -	0.00%	\$ 795,792.00
Capital Expenditures	\$ -	\$ -	\$ -	0.00%	\$ -
TOTAL DIRECT EXPENSES	\$ 1,590,244.00	\$ -	\$ -	0.00%	\$ 1,590,244.00
Indirect Expenses	\$ 238,536.00	\$ -	\$ -	0.00%	\$ 238,536.00
TOTAL EXPENSES	\$ 1,828,780.00	\$ -	\$ -	0.00%	\$ 1,828,780.00
Less: Initial Payment Recovery					
Other Adjustments (DPH use only)					
REIMBURSEMENT		\$ -			

NOTES:

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

Signature: _____

Date: _____

Printed Name: _____

Title: _____

Phone: _____

Send to:

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

Or email to:
cbhsinvoices@sfdph.org

DPH Authorization for Payment

Authorized Signatory

Date

FILE NO. 220443

AMENDED IN COMMITTEE

5/25/2022

RESOLUTION NO. 259-22

1 [Contract Amendment - Community Forward SF Inc. - Substance Use Disorder and Mental
2 Health Services - Not to Exceed \$13,100,000]

3 **Resolution approving Amendment No. 1 to the agreement between Community**
4 **Forward SF Inc. and the Department of Public Health, for Substance Use Disorder and**
5 **Mental Health Services, to increase the agreement by \$3,551,892 for an amount not to**
6 **exceed \$13,100,000; to extend the term by one year, from June 30, 2022, for a total**
7 **agreement term of July 1, 2018, through June 30, 2023; and to authorize the**
8 **Department of Public Health to enter into amendments or modifications to the contract**
9 **prior to its final execution by all parties that do not materially increase the obligations**
10 **or liabilities to the City and are necessary to effectuate the purposes of the contract or**
11 **this Resolution.**

12
13 WHEREAS, The Department of Public Health (DPH) selected Community Forward SF
14 (CFSF) through two Request for Proposal (RFP) processes, RFP 26-2016, issued on August
15 27, 2016, and RFP 8-2017, issued on August 23, 2017, to provide substance use disorder
16 and mental health services, providing prevention services, outpatient crisis intervention
17 services, case management, case management brokerage and community client services;
18 and

19 WHEREAS, DPH entered into an agreement on July 1, 2018, to provide these services
20 for four years, with the term of July 1, 2018, through June 30, 2022, in an amount not to
21 exceed \$9,548,108, and

22 WHEREAS, The DPH wishes to increase the agreement by \$3,551,892 for an amount
23 not to exceed \$13,100,000; to extend the term by one year, from June 30, 2022, for a total
24 agreement term of July 1, 2018, through June 30, 2023; now, therefore, be it
25



City and County of San Francisco

Tails Resolution

City Hall
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102-4689

File Number: 220443

Date Passed: June 07, 2022

Resolution approving Amendment No. 1 to the agreement between Community Forward SF Inc. and the Department of Public Health, for Substance Use Disorder and Mental Health Services, to increase the agreement by \$3,551,892 for an amount not to exceed \$13,100,000; to extend the term by one year from June 30, 2022, for a total agreement term of July 1, 2018, through June 30, 2023; and to authorize the Department of Public Health to enter into amendments or modifications to the contract prior to its final execution by all parties that do not materially increase the obligations or liabilities to the City and are necessary to effectuate the purposes of the contract or this Resolution.

May 18, 2022 Budget and Finance Committee - CONTINUED

May 25, 2022 Budget and Finance Committee - AMENDED, AN AMENDMENT OF THE WHOLE BEARING NEW TITLE

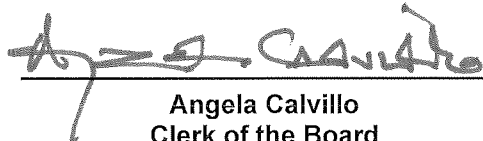
May 25, 2022 Budget and Finance Committee - RECOMMENDED AS AMENDED


June 07, 2022 Board of Supervisors - ADOPTED

Ayes: 11 - Chan, Dorsey, Mandelman, Mar, Melgar, Peskin, Preston, Ronen, Safai, Stefani and Walton

File No. 220443

I hereby certify that the foregoing Resolution was ADOPTED on 6/7/2022 by the Board of Supervisors of the City and County of San Francisco.


Angela Calvillo
Clerk of the Board


London N. Breed
Mayor

6/10/22
Date Approved