

File No. 230406

Committee Item No. 2

Board Item No. _____

COMMITTEE/BOARD OF SUPERVISORS

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Committee: Homelessness and Behavioral Health Select Date: May 12, 2023

Board of Supervisors Meeting: _____ Date: _____

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OTHER

- Original Agmt 010118
- Amend. No. 1 041520
- Comm Rpt Request 050423
- _____
- _____
- _____
- _____

Prepared by: Stephanie Cabrera

Date: May 5, 2023

Prepared by: _____

Date: _____

Prepared by: _____

Date: _____

1 [Contract Amendment - Mount St. Joseph-St. Elizabeth - Behavioral Health Services - Not to
2 Exceed \$20,541,061]

3 **Resolution approving Amendment No. 2 to the agreement between Mount St. Joseph-**
4 **St. Elizabeth and the Department of Public Health (DPH), for behavioral health services**
5 **to women, children, and families; to increase the agreement by \$11,169,510 for**
6 **a total amount not to exceed \$20,541,061; to extend the term by four years, from June**
7 **30, 2023, for a total agreement term of January 1, 2018, through June 30, 2027; and to**
8 **authorize DPH to enter into amendments or modifications to the contract prior to its**
9 **final execution by all parties that do not materially increase the obligations or liabilities**
10 **to the City and are necessary to effectuate the purposes of the contract or this**
11 **Resolution.**

12
13 WHEREAS, The Department of Public Health (DPH), selected Mount St. Joseph-St.
14 Elizabeth through a Request for Proposals process, RFP 1-2017, issued on March 24, 2017,
15 and RFP 26-2016 issued on September 27, 2016, to provide behavioral health services,
16 including residential services, to women, children, and families; and

17 WHEREAS, DPH entered into an original agreement with Mount St. Joseph-St.
18 Elizabeth on January 1, 2018, with the term of January 1, 2018, through June 30, 2022, in an
19 amount not to exceed \$4,117,075; and

20 WHEREAS, DPH amended the Agreement between DPH and Mount St. Joseph-St.
21 Elizabeth on April 15, 2020, to extend the term for one year from June 30, 2022, through June
22 30, 2023, adding \$5,254,476 for an amount not to exceed \$9,371,551; and

23 WHEREAS, DPH wishes to amend the agreement to continue providing behavioral
24 health services, including residential services, to women, children, and families, by extending
25 the term by four years, from June 30, 2023, through June 30, 2027, increasing the contract by

CITY AND COUNTY OF SAN FRANCISCO

BOARD OF SUPERVISORS

BUDGET AND LEGISLATIVE ANALYST

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May 5, 2023

TO: Homelessness & Behavioral Health Select Committee 
FROM: Budget and Legislative Analyst
SUBJECT: May 12, 2023 Homelessness & Behavioral Health Select Committee Meeting

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Item 1 File 23-0416	Department: Department of Homelessness and Supportive Housing (HSH)
EXECUTIVE SUMMARY	
<p style="text-align: center;">Legislative Objectives</p> <ul style="list-style-type: none"> • The proposed resolution would approve the First Amendment to the grant agreement between the Department of Homelessness and Supportive Housing (HSH) and Third Street Youth Center and Clinic (Third Street) for services at the Transitional Aged Youth (TAY) Navigation Center, extending the grant term by three years through June 2026, and increasing the not-to-exceed amount by \$10,772,423, for a total not to exceed \$20,703,760. <p style="text-align: center;">Key Points</p> <ul style="list-style-type: none"> • In July 2021, the Board of Supervisors approved a purchase and sale agreement for 888 Post Street for \$29 million. Using Administrative Code Chapter 21B authority to enter into homeless service contracts without competitive bidding, HSH entered into a grant agreement in 2020 with Third Street to operate a TAY navigation center at 888 Post Street for an initial term of December 2020 through June 2023, and an amount not to exceed \$9,931,337. The navigation center opened in February 2021 with a reduced capacity of 43 beds and expanded to 75 beds in Fall 2022, as COVID restrictions receded. • Under the grant agreement, Third Street’s scope of services includes intake, assessment and individual service plans, engagement, case management, benefits navigation, wellness checks, support groups and activities, referrals and coordination of services, and exit planning. Third Street also provides emergency services, consisting of operating the navigation center 24 hours a day by providing clean and safe sleeping accommodations with amenities and maintaining the facility. The navigation center has a 75-bed capacity in a congregate setting. <p style="text-align: center;">Fiscal Impact</p> <ul style="list-style-type: none"> • The proposed First Amendment would increase the not-to-exceed amount of the grant agreement by \$10,772,423, for a total not to exceed \$20,703,760. HSH projects annual expenditures of approximately \$3,679,937 based on FY 2022-23 projected expenditures, as well as a 15 percent contingency to account for escalation and/or fund expanded services. • Over the extension term, approximately 87 percent of expenditures are funded by Proposition C funds and approximately 13 percent of expenditures are funded by the City’s General Fund. <p style="text-align: center;">Recommendation</p> <ul style="list-style-type: none"> • Approve the proposed resolution. 	

MANDATE STATEMENT

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

BACKGROUND

888 Post Street

In July 2019, the Board of Supervisors approved a resolution urging the City's Real Estate Division (RED) to pursue a financially feasible option to lease or purchase 888 Post Street for use as a navigation center and/or workforce development and multi-use center serving homeless and/or formerly homeless individuals (File 19-0738). In February 2020, the Board of Supervisors approved a lease of 888 Post Street for use as a navigation center, with an option to purchase the property for \$29 million prior to August 2022 (File 20-0043). In July 2021, the Board of Supervisors approved a purchase and sale agreement for 888 Post Street for \$29 million, as well as \$50,000 for insurance and associated transaction costs (File 21-0772).

Procurement & Current Agreement

In April 2019, the Board of Supervisors approved an ordinance establishing Administrative Code Chapter 21B, authorizing the Department of Homelessness and Supportive Housing (HSH) to enter into contracts for homeless services without competitive bidding (File 19-0047).¹ Using this authority, HSH entered into a grant agreement in 2020 with Third Street Youth Center and Clinic (Third Street) to operate a navigation center for transitional aged youth (TAY) at 888 Post Street for an initial term of two years and seven months, from December 2020 through June 2023, and an amount not to exceed \$9,931,337. The navigation center opened in February 2021 with a reduced capacity of 43 beds and expanded to 75 beds in Fall 2022 as COVID restrictions receded. HSH and Third Street have agreed to extend the grant agreement for an additional three years.

DETAILS OF PROPOSED LEGISLATION

The proposed resolution would approve the First Amendment to the grant agreement between HSH and Third Street to operate the TAY Navigation Center, extending the grant term by three years through June 2026, and increasing the not-to-exceed amount by \$10,772,423, for a total not to exceed \$20,703,760. The resolution would also authorize HSH to enter into further immaterial amendments to the grant agreement.

Services

Under the grant agreement, Third Street's scope of services includes intake, assessment and individual service plans,² engagement, case management, benefits navigation, wellness checks,

¹ Administrative Code Chapter 21B sunsets on the earlier of March 1, 2024 or if the Homeless Point in Time Count population falls below 5,250.

² A service plan is list of actions developed by guests and the provider to address guests' housing status.

support groups and activities, referrals and coordination of services, and exit planning. Third Street also provides emergency services, consisting of operating the navigation center 24 hours a day by providing clean and safe sleeping accommodations with amenities and maintaining the facility. The navigation center has a 75-bed capacity in a congregate setting. The grant annually funds approximately 21.1 full-time equivalent (FTE) employees.

Subcontractors

The proposed grant amendment includes the following subcontractors: Bowdry & Bowdry for janitorial services, Special Police Officers Association and Citiguard for security, TATO for meals, and a line-item for temporary staffing, which together is budgeted for approximately \$1.3 million.

System of Care

According to the 2022 Point in Time count, there were 4,397 unsheltered residents in San Francisco, a decrease from the 5,180 in 2019. According to HSH staff, there were 3,060 shelter beds or units as of May 2023, of which 261 are dedicated to TAY, including the 75 beds in the proposed grant.

Fiscal and Performance Monitoring

The proposed First Amendment to the grant agreement lists five performance objectives for Third Street: (1) provide intake and program orientation to 100 percent of all participants; (2) utilize intake and assessment information to identify options and create a housing-focused service plan for 95 percent of participants; (3) offer referral for problem-solving and/or assessment via Coordinated Entry within one week of placement for 90 percent of participants; (4) provide referrals to benefits, employment, health, and transportation support to 90 percent of participants with referral needs; and (5) support 100 percent of Housing Referral Status participants to gather documents required to move into housing.

In addition, the proposed amended grant agreement includes three outcome objectives: (1) 80 percent of Housing Referral Status participants meet document readiness standards within six months of initial intake; (2) 100 percent of all staff complete the required annual trainings; and (3) 75 percent of those completing the quarterly satisfaction survey strongly agree or agree that they are satisfied with the services on site.

FY 2021-22 performance monitoring, which included a site visit in June 2022, indicates that Third Street met its contracted units of service, which entailed operating the facility daily at 43 (now 75) bed capacity. However, Third Street met only two of the five performance objectives that were reviewed.³ Due to the COVID-19 pandemic, Third Street did not conduct quarterly surveys until the final quarter of the fiscal year, and therefore did not meet the requirement that 75

³ The original grant agreement included a performance objective related to exit planning for time-limited stay guests that is no longer included in the proposed grant. Outcome objectives 1 and 2 noted above are new in the proposed grant amendment. According to Bryn Miller, HSH Senior Administrative Analyst, HSH did not review two of the performance objectives pertaining to guests in a "time-limited stay." According to the original grant agreement, time-limited stays are 30 days or less and intended to provide respite from living on the street. These kinds of stays have not been offered since the COVID-19 pandemic started. Time-limited stays are not included in the proposed grant amendment.

percent of those completing the survey strongly agree or agree that they are satisfied with the services on site.⁴ Additionally, monitoring identified that Third Street had not created written service plans for its participants. Administrative Analyst Miller reports that Third Street has developed service plan documentation, and that Third Street has met its survey requirements each quarter to date in FY 2022-23.

The Department of Public Health (DPH) reviewed Third Street's financial documents as part of the FY 2021-22 Citywide Fiscal and Compliance Monitoring Process and identified no findings.

FISCAL IMPACT

The proposed First Amendment would increase the not-to-exceed amount of the grant agreement between HSH and Third Street by \$10,772,423, for a total not to exceed \$20,703,760. HSH projects annual expenditures of approximately \$3,679,937 based on FY 2022-23 projected expenditures, which are shown in Exhibit 1 below.

Exhibit 1: FY 2022-23 Projected Grant Agreement Expenditures

Expenditures	Amount
Salaries and Benefits	\$1,644,300
Operating Expenses ⁵	394,756
<i>Subtotal</i>	<i>\$2,039,056</i>
Indirect Costs (15%)	305,859
Other Expenses ⁶	1,335,022
Total Projected Expenditures	\$3,679,937

Source: Proposed grant agreement amendment

The \$3.7 million FY 2022-23 grant budget in the proposed amendment shown above in Exhibit 1 is higher than the FY 2022-23 grant budget of \$3.2 million in the original agreement primarily due to an increase from 13.00 FTE to 21.10 FTE to operate the site and higher wages for those positions. HSH has been increasing staffing and compensation across its shelter and housing portfolio to improve guest experience and outcomes.

Actual and projected expenditures by year are shown in Exhibit 2 below.

⁴ In the quarter that they were surveyed, 85.71 percent of respondents reported that they were satisfied with services. The survey had a 68.12 percent response rate.

⁵ Operating expenses include utilities, supplies, maintenance and repair, insurance, training, garbage, IT, and laundry, as well as janitorial, security, and meals/catering services (for \$25,000 each). According to Administrative Analyst Miller, these services are included under both operating expenses and other expenses because of Controller's Office guidelines that caps the indirect charge on subcontractors to the first \$25,000 of the subcontractor's budget.

⁶ Other expenses include janitorial, security, meals/catering, and temporary staffing.

Exhibit 2: Actual and Projected Expenditures by Year

Year	Amount
Year 1 (FY 2020-21, Actual, 7 Months)	\$1,292,359
Year 2 (FY 2021-22, Actual)	3,035,682
Year 3 (FY 2022-23, Projected)	3,679,937
<i>Subtotal, Original Grant Term</i>	<i>\$8,007,977</i>
Year 4 (FY 2023-24, Projected)	3,679,937
Year 5 (FY 2024-25, Projected)	3,679,937
Year 6 (FY 2025-26, Projected)	3,679,937
<i>Subtotal, Extension Term</i>	<i>\$11,039,811</i>
Contingency (15% of Extension Term Amount)	1,655,972
Total Not-to-Exceed	\$20,703,760

Source: Proposed grant agreement amendment

The grant agreement includes a 15 percent contingency to account for cost escalation and/or fund expanded services at the navigation center.

Funding Source

The first two years of the grant agreement were funded by state Homeless Housing, Assistance, and Prevention (HHAP) funding. For Years 3 through 6, approximately \$12.8 million, or 87 percent of expenditures, are funded by Proposition C funds, and approximately \$1.9 million, or 13 percent of expenditures, are funded by the City's General Fund.

RECOMMENDATION

Approve the proposed resolution.

Item 2 File 23-0406	Department: Department of Public Health (DPH)
EXECUTIVE SUMMARY	
<p style="text-align: center;">Legislative Objectives</p> <ul style="list-style-type: none"> • The proposed resolution would approve Amendment No. 2 to the behavioral health services contract for women, children, and families between the Department of Public Health (DPH) and Mount St. Joseph-St. Elizabeth (also known as Epiphany Center), extending the contract term by four years through June 2027, and increasing the not-to-exceed amount by \$11,169,510, for a total not to exceed \$20,541,061. <p style="text-align: center;">Key Points</p> <ul style="list-style-type: none"> • In 2016 and 2017, the DPH issued Requests for Proposals (RFPs) for Substance Use Disorder Treatment Services and Children, Youth and Family System of Care Mental Health Outpatient Treatment Services. Based on the solicitations, DPH awarded a contract to Epiphany Center for a term of four years and six months from January 2018 through June 2022 and an amount not to exceed \$4,117,075. In April 2020, DPH executed Amendment No. 1 to the contract, extending the term by one year through June 2023, and increasing the not-to-exceed amount by \$5,254,476, for a total not to exceed \$9,371,551. • Under the contract, Epiphany Center provides the Residential Step Down, Residential, and Family Treatment programs. Between the three programs, DPH estimates that Epiphany Center serves approximately 117 unduplicated clients. • The Residential and Residential Step Down programs required Plans of Action in the FY 2021-22 program monitoring reviews, due to lack of administrative documentation and low units of service due to staffing constraints, which have since been resolved, according to DPH staff. <p style="text-align: center;">Fiscal Impact</p> <ul style="list-style-type: none"> • Annual program costs are \$2.7 million in FY 2023-24. The total not-to-exceed amount is funded approximately 54 percent by federal sources, 11 percent by state sources, and 35 percent by the City's General Fund. <p style="text-align: center;">Policy Consideration</p> <ul style="list-style-type: none"> • DPH continues to pay Epiphany Center for a full reimbursement of its costs to operate the Residential program, rather than per unit of service billed. The cost reimbursement model became more common for DPH contracts during the COVID-19 pandemic, but it divorces the value of services provided from the costs paid by DPH. Many outpatient programs funded by the State will be required to shift to fee-for-service billing in FY 2023-24, which may create financial stress on providers accustomed to cost reimbursement billing. <p style="text-align: center;">Recommendation</p> <ul style="list-style-type: none"> • Approve the proposed resolution. 	

MANDATE STATEMENT

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

BACKGROUND

In 2016 and 2017, the Department of Public Health (DPH) issued Requests for Proposals (RFPs) for Substance Use Disorder Treatment Services (RFP 26-2016), which included Recovery Residential and Residential programs, and Children, Youth and Family System of Care Mental Health Outpatient Treatment Services (RFP 1-2017), which included Outpatient Treatment. Evaluation panels reviewed the proposals and scored them, as shown in Exhibit 1 below.¹

Exhibit 1: Proposals and Scores from RFPs**RFP 26-2016: Recovery Residence**

Proposer	Score (Out of 100 Points)
Epiphany Center	96.27
HealthRight 360	87.27
CATS	76.00

RFP 26-2016: Residential

Proposer	Score (Out of 100 Points)
Baker Places	93.81
HealthRight 360	88.88
Epiphany Center	88.65
CATS Golden Gate for Seniors	85.96
Latino Commission	84.36
Latino Commission	83.33
Bayview Hunters Point Foundation	80.67
Friendship House	74.49

¹ The evaluation panel for the RFP 26-2016 Recovery Residence category included a Vice President from Dignity Health St. Francis Hospital, a self-employed Community Organizer and Consultant, a Family Treatment Court Coordinator from San Francisco Superior Court, a Deputy Director of Community Behavioral Health Services from DPH, a Health Services Manager from San Mateo County Behavioral Health, and a Housing Case Manager from San Francisco AIDS Foundation. The evaluation panel for the RFP 26-2016 Residential category included an Intake Representative from Glide Foundation, a Behavioral Health Clinician from Southeast Clinic, an Analyst from DPH, an Executive Director from the California Society of Addiction Medicine, a Representative from the Drug Users Union, and a Manager of Client Health Services from the Human Services Agency (HSA). The evaluation panel for RFP 1-2017 included a Deputy Director from DPH, a Deputy Director from the Department of Children, Youth, and their Families (DCYF), a Program Manager from Contra Costa County Health Services, a Supervisor of Psychological Services from San Francisco Unified School District (SFUSD), a Supervisor of the Office of Pupil Services from SFUSD, and a Consultant/Independent Contractor from HSA.

RFP 1-2017: Mental Health Outpatient Treatment Services

Proposer	Score (Out of 230 Points)
UCSF Infant Parent Program (IPP)	213.17
Homeless Children's Network	213.00
Community Youth Center (CYC)	210.17
A Better Way	208.50
Huckleberry Youth Programs	205.33
Mt. St. Joseph's St. Elizabeth's (Epiphany Center)	205.33
Alternative Family Services	204.00
HealthRight 360	203.50
SF Child Abuse Prevention	202.17
Center on Juvenile and Criminal Justice	198.33
UCSF Child and Adolescent Services (CAS)	198.17
Jewish Family and Children Center	188.75
Bayview Hunters Point Foundation	175.17
West Coast Children's Clinic	175.17
Instituto Familiar de la Raza (IFR)	169.67
Boys & Girls Club of SF*	157.00
APA Family Support Services*	124.50
Westside Community Mental Health*	96.50

Source: DPH

Note: Bidders marked with asterisk (*) were not recommended for funding.

Based on the solicitations, DPH awarded a contract to Mount St. Joseph-St. Elizabeth (also known as Epiphany Center) for a term of four years and six months from January 2018 through June 2022 and an amount not to exceed \$4,117,075. In April 2020, DPH executed Amendment No. 1 to the contract, extending the term by one year through June 2023, and increasing the not-to-exceed amount by \$5,254,476, for a total not to exceed \$9,371,551.

DETAILS OF PROPOSED LEGISLATION

The proposed resolution would approve Amendment No. 2 to the behavioral health services contract for women, children, and families between DPH and Epiphany Center, extending the contract term by four years through June 2027, and increasing the not-to-exceed amount by \$11,169,510, for a total not to exceed \$20,541,061. The proposed resolution would also authorize DPH to enter into further immaterial amendments to the contract.

Under the contract, Epiphany Center provides the following services:

1. **Epiphany Residential Step Down:** Supportive transitional housing program for women who have completed at least 30 days in a residential treatment program, with the objective to grow in their recovery skills and live independently. Priority is given to perinatal clients, perinatal drug users, high utilizers of behavioral health services, and others on the substance use disorder priority list for residential step-down. Includes capacity for 12 women and 10 children (ages 0-4) at a time. (17 clients per year).

2. Epiphany Residential: Residential drug treatment program for women with individual and group sessions, case management, crisis intervention, drug education and relapse prevention information, life skills training, parenting support, referrals for housing or transitional programs, referrals to medication assisted treatment, psychiatric medication management and consultation, and referrals to various medical services. Includes capacity for 26 women and 20 children (ages 0-3) at a time. (80 clients per year).
3. Epiphany Family Treatment: Outpatient mental health program for children and adolescents (ages 0-21) and their families, with a targeted population of clients affected by parental substance abuse, separation, in the process of reunification, or have experienced trauma or other family stressors. Modalities include short-term (up to one year) individual and family therapeutic services, crisis intervention, case management, and case conferences. (20 clients per year).

Between the three programs, DPH estimates that Epiphany Center serves approximately 117 unduplicated clients per year. The contract funds approximately 22.63 full-time equivalent (FTE) employees, including indirect administrative positions.

Fiscal and Performance Monitoring

In FY 2021-22, DPH program monitoring for each of the three programs indicated that (1) Epiphany Residential Step-Down achieved an overall program rating of 4-Commendable/Exceeds Expectations, (2) Epiphany Residential achieved an overall program rating of 3-Acceptable/Meets Standards, and (3) Epiphany Family Treatment achieved an overall program rating of 4-Commendable/Exceeds Expectations. Each program is rated in four categories that roll up to a single overall score, including Program Performance, Program Deliverables, Program Compliance and Client Satisfaction. Within the category of Program Compliance, the Epiphany Residential Step-Down program is required to submit a Plan of Action to ensure proper administrative documentation and timely submission of year-end reports. Epiphany Residential Program is required to submit a Plan of Action (POA) to address missing administrative documentation because the program provided 67 percent of its contracted units of service (patient treatment days).² Finally, Epiphany Family Treatment is required to submit a Plan of Action to address one performance measure where they received a score of two points. The agency has submitted a POA to resolve the issues identified for each program.

The Human Services Agency (HSA) reviewed Epiphany Center's financial documents as part of the FY 2021-22 Citywide Fiscal and Compliance Monitoring process and identified no findings, which exempted the organization from fiscal monitoring in FY 2022-23. According to Wasim Samara, Financial Analyst at the DPH Business Office of Contract Compliance, the provider is considered low risk based on its historical financial condition.

² Jose-Luis Guzman, BHS Substance Abuse Disorder Program Manager advises that in FY 2021-22, the agency was required to close the second floor of the Epiphany Residential program, due to a lack of staffing, impacting approximately six beds. As a result, they served 75 percent of their projected unduplicated client count (61 out of 80) but experienced a reduction in units of service (patient treatment days). As of the writing of this report, the second floor has been reopened.

FISCAL IMPACT

The proposed Amendment No. 2 would increase the not-to-exceed amount of the Epiphany Center contract by \$11,169,510, for a total not to exceed \$20,541,061. The estimated annual sources and uses of funds by program for the four-year contract extension term are shown in Exhibit 2 below.

Exhibit 2: Estimated Sources and Uses of Funds

Sources	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	Total
Federal Sources	\$1,277,613	\$1,277,613	\$1,277,613	\$1,277,613	\$5,110,452
State Sources	266,456	266,456	266,456	266,456	1,065,824
City General Fund	839,942	935,302	1,034,477	1,137,619	3,947,340
<i>Subtotal</i>	<i>\$2,384,011</i>	<i>\$2,479,371</i>	<i>\$2,578,546</i>	<i>\$2,681,688</i>	<i>\$10,123,616</i>
Contingency (12%)	286,081	297,525	309,426	321,803	1,214,834
Total Sources	\$2,670,092	\$2,776,896	\$2,887,972	\$3,003,490	\$11,338,450
Uses	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	Total
Residential Step Down	\$354,259	\$354,259	\$354,259	\$354,259	\$1,417,036
Residential	1,657,753	1,657,753	1,657,753	1,657,753	6,631,012
Family Treatment	210,501	210,501	210,501	210,501	842,004
Cost of Doing Business	161,498	256,858	356,033	459,175	1,233,564
<i>Subtotal</i>	<i>\$2,384,011</i>	<i>\$2,479,371</i>	<i>\$2,578,546</i>	<i>\$2,681,688</i>	<i>\$10,123,616</i>
Contingency (12%)	286,081	297,525	309,426	321,803	1,214,834
Total Uses	\$2,670,092	\$2,776,896	\$2,887,972	\$3,003,490	\$11,338,450
Actual Expenditures (through FY 2022-23) ³					9,202,612
Total Not-to-Exceed					\$20,541,061

Source: DPH. Totals may not add due to rounding.

The contract includes a 12 percent contingency to account for cost escalation, new programs, and/or expansions of existing programs. The not-to-exceed amount also includes annual four percent cost of doing business increases.

The total not-to-exceed amount is funded approximately 54 percent by federal sources, 11 percent by state sources, and 35 percent by the City's General Fund.

POLICY CONSIDERATION

There are three programs funded by the proposed grant agreement: Residential, Residential Step Down, and Family treatment. Under the existing contract and proposed Amendment No. 2, DPH continues to pay Epiphany Center for a full reimbursement of its costs to operate the Residential program, rather than per unit of service billed, to ensure that during the COVID-19 pandemic,

³ This amount includes actual expenditures of \$6,910,284 through FY 2021-22 and projected expenditures of \$2,292,318 in FY 2022-23.

and then during the period where the agency was required to close a floor of the Epiphany Residential program, that the agency could continue to cover baseline operating expenses. The cost reimbursement model became more common for DPH contracts during the COVID-19 pandemic, but it divorces the value of services provided from the costs paid by DPH. Many outpatient programs funded by the State will be required to shift to fee-for-service billing in FY 2023-24, which may create financial stress on providers accustomed to cost reimbursement billing.

DPH staff advise that the Epiphany Residential Program and the Epiphany Step-Down program are expected to shift to fee-for-service in FY 2023-24. The proposed grant amendment continues to bill the Family Treatment program on a fee-for-service basis.

RECOMMENDATION

Approve the proposed resolution.

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

1.3

Article 2 Modifications to the Agreement.

The Agreement is hereby modified as follows:

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

2.1 The term of this Agreement shall commence on January 1, 2018, and expire on June 30, 2023, unless earlier terminated as otherwise provided herein.

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

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

2.2 **Payment.** *Section 3.3.1 Payment of the Agreement currently reads as follows:*

3.3.1 **Payment.** Contractor shall provide an invoice to the City on a monthly basis for Services completed in the immediate preceding month, unless a different schedule is set out in Appendix B, "Calculation of Charges." Compensation shall be made for Services identified in the invoice that the Director of Health, in his or her sole discretion, concludes has been satisfactorily performed. Payment shall be made within 30 calendar days of receipt of the invoice, unless the City notifies the Contractor that a dispute as to the invoice exists. In no event shall the amount of this Agreement exceed **Nine Million Three Hundred Seventy-One Thousand, Five Hundred Fifty-One Dollars (\$9,371,551)**. 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.

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

3.3.1 **Payment.** Contractor shall provide an invoice to the City on a monthly basis for Services completed in the immediate preceding month, unless a different schedule is set out in Appendix B, "Calculation of Charges." Compensation shall be made for Services identified in the invoice that the Director of Health, in his or her sole discretion, concludes has been satisfactorily performed. Payment shall be made within 30 calendar days of receipt of the invoice, unless the City notifies the Contractor that a dispute as to the invoice exists. In no event shall the amount of this Agreement exceed **Twenty Million Five Hundred Forty-One Thousand, Sixty-One Dollars (\$20,541,061)**. 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.

2.3 **Contractor Vaccination Policy.** *The following is hereby added to Article 4 of the Agreement:*

4.2.1 **Contractor Vaccination Policy.**

(a) Contractor acknowledges that it has read the requirements of the 38th Supplement to Mayoral Proclamation Declaring the Existence of a Local Emergency (“Emergency Declaration”), dated February 25, 2020, and the Contractor Vaccination Policy for City Contractors issued by the City Administrator (“Contractor Vaccination Policy”), as those documents may be amended from time to time. A copy of the Contractor Vaccination Policy can be found at: <https://sf.gov/confirm-vaccine-status-your-employees-and-subcontractors>.

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

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

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

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

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

2.4 Ownership of City Data. *The following section is hereby added and incorporated in Article 13 of the Agreement:*

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

2.5 Appendices A-1, A-2, and A-3. Appendices A-1, A-2, and A-3 are hereby replaced in their entirety by Appendices A-1, A-2, and A-3 (Funding Term: 07/01/22 – 06/30/23), attached to this Amendment and fully incorporated within the Agreement.

2.6 Appendix B. Appendix B is hereby replaced in its entirety by Appendix B, attached to this Amendment and fully incorporated within the Agreement.

2.7 Appendices B-1, B-2, and B-3. Appendices B-1, B-2, and B-3 are hereby replaced in their entirety by Appendices B, B-1, B-2, and B-3 (Funding Term: 07/01/22 – 06/30/23), attached to this Amendment and fully incorporated within the Agreement.

2.8 Appendix D. Appendix D – Data Access and Sharing Terms, is hereby added to this Amendment and fully incorporated within the Agreement.

2.9 Appendix E. Appendix E is hereby replaced in its entirety by Appendix E - Business Associate Agreement, date 8/3/2022, attached to this Amendment and fully incorporated within the Agreement.

2.10 **Appendix F.** Appendix F is hereby replaced in its entirety by Appendix F - Invoice, attached to this Amendment and fully incorporated within the Agreement.

Article 3 Effective Date

Each of the modifications set forth in Section 2 shall be effective on and after the date of this Amendment” or other effective date.

Article 4 Legal Effect

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

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

CITY

Recommended by:

Grant Colfax, MD
Director of Health
Department of Public Health

CONTRACTOR

DocuSigned by:
Sister Betty Marie 4/7/2023 | 10:50 AM PDT
13B80584EAED4C3...

Sister Betty Marie Dunkel
Executive Director

City Supplier number: 0000014714

Approved as to Form:

David Chiu
City Attorney

By: _____
Louise S. Simpson
Deputy City Attorney

Approved:

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

By: _____

Contractor Name: Mt. St. Joseph-St. Elizabeth	Appendix A-1
Program Name: Epiphany Residential Step Down	Funding Term: 07/01/22 – 06/30/23
	Funding Source: Federal SABG Discretionary

1. Identifiers:

Program Name: Epiphany Residential Step Down
 Program Address: 1615 Broderick
 City, State, ZIP: San Francisco, CA 94115
 Telephone: (415) 567-8370
 Fax: (415) 292-5531
 Website Address: TheEpiphanyCenter.org
 Contractor Address: 100 Masonic Avenue
 City, State, ZIP: San Francisco, CA 94118
 Person Completing this Narrative: Sister Betty Marie Dunkel – Executive Director
 Program Director-Carla Graham
 Alana Boyd—Assistant Program Director
 Telephone: (415) 567-8370
 Email Address: sisterbettymarie@theEpiphanyCenter.org
cgraham@theepiphanycenter.org
aboyd@theepiphanycenter.org
 Program Code(s): 38812

2. Nature of Document:

Original Contract Amendment Revision to Program Budgets (RPB)

3. Goal Statement:

The Epiphany Center Residential Step-Down Program serves woman-identified, with or without children, who have successfully completed a minimum of 30 days of a residential treatment program. The qualifying individuals will successfully complete the Epiphany Center Step Down application and intake process, and upon acceptance, will be provided a safe living space in which to grow in their recovery skills and goals to live independently. While residing in the Epiphany Center Residential Step-Down Program, it is required that clients will participate in recovery outpatient services. Step Down clients, regardless of race, religion or nationality, will receive Step Down Program supportive services for up to one year. Spanish speaking staff will be available as needed to assist with communication and program participation.

4. Target Population:

Anyone identifying as female, inclusive of all races and ethnicities, 18 years of age or older, with substance use problems, mental health issues, pregnant, parenting children 0-4 years, or without children, a resident of San Francisco, who has successfully completed at least 30 days of residential treatment, and in need of supportive transitional housing services are target population. Priority will be given to high-risk patient populations:

- a) Perinatal clients;
- b) Perinatal IV drug user;
- c) People defined as ‘high utilizers’;
- d) Other people on the SUD priority list for RSD

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

These modalities will be provided to **12 women** at any one time as our contract funds 12 beds. There is also a capacity for 10 children from 0-4 years of age.

Supportive Living Environment:

- 24-hour staffing;
- UA’s: random and upon suspicion

Contractor Name: Mt. St. Joseph-St. Elizabeth	Appendix A-1
Program Name: Epiphany Residential Step Down	Funding Term: 07/01/22 – 06/30/23
	Funding Source: Federal SABG Discretionary

- Weekly House Meetings; and,
- Maintain and observe self-administration of all medications.

6. Methodology:

Direct Client Services:

A. Outreach, recruitment, promotion, and advertisement:

Outreach: Epiphany Center Assistant Program Director or Intake Specialist will outreach to SF residential treatment programs to secure applications to the Epiphany Center Step Down Program, and publicize openings through the agency website, Facebook and notifications through DPH.

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

The Epiphany Step Down Admission, Enrollment and Intake Criteria and Process are as follows:

- Female-identified, 18 years of age and older, may be pregnant, without children, or with children 3 years or under at the time of admission, or be in the process of reunification with children 3 years or under.
- Primary substance use problems: Heroin, cocaine, methamphetamine, fentanyl, marijuana, alcohol, poly-drugs. Co-occurring mental health issues are expected.
- No physical disabilities which preclude participation in the program structure, and/or program activities.

All of the above criteria are ultimately determined by the staff according to all relative factors concerning the client involved. Services are terminated for both parent and child whenever there is evidence that the level of service does not meet the requirements of the Standards for Drug Treatment Programs and Federal Regulations, or the needs of the client. Services will also be terminated upon acts of violence or bringing drugs and/or paraphernalia on premises. At the time of discharge, when possible, clients have a discharge plan with appropriate referrals made to other programs.

C. Service delivery model

Epiphany Center's Residential Step-Down staff strive to provide a welcoming, compassionate Program with a focus on building strong, supportive relationships. The weekly House Meeting focuses on improving living together in transition from an intensive treatment program to a more independent living arrangement. House meetings may include reviewing house rules as well as addressing challenges developing amongst residents and the enhancement of systems to best address any issues that may become potentially problematic. Household routines and chores are a part of building a new lifestyle and giving to the community.

Each Step-Down resident must be actively involved in a job, volunteer work or in school or looking for employment to remain in the Step-Down program. Each Step-Down Client must also be actively engaged in Out-Patient Services. The Step-Down Manager assists each resident in developing and achieving goals.

Hours of Operation

The Epiphany Residential Step-Down program operates every day throughout the year, 24-hours per day.

Wrap-around Services

For mothers with infants and/or toddlers, the Epiphany Center provides therapeutic childcare, early intervention services for prenatal drug exposure, developmental assessments, a Pediatric Clinic, a

Children’s Mental Health Clinic and dyadic playgroups. Each child must be enrolled full-time in an early childhood program.

Participation in AA/NA meetings and Sponsor

Residents in the Step-Down Program must attend at least 3 AA/NA meetings a week with documentation and be actively involved with a Sponsor.

Residential Bed Capacity

The program has capacity for 12 adult women at any one time. There is also a capacity for 10 children from 0 to 4 years of age.

D. Discharge Planning and exit criteria and process

Discharge Planning

At Step-Down intake, the Epiphany Staff, meets with each resident to review all program rules, regulations and procedures. The one- year residential time frame is discussed and permanent housing options are extensively explored.

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, which is located at www.sfdph.org/cdta.”

8. Continuous Quality Improvement:

Epiphany Center’s CQI activities include the following:

A. Achievement of Contract Performance Objectives

- The CQI Coordinator (Program Manager) assures that clients’ individualized Plans are reviewed and updated every 30 days to ensure that each woman is actively working towards full independence. The revised Plan is maintained in client’s file.

9. Required Language:

N/A

Contractor Name: Mt. St. Joseph-St. Elizabeth	Appendix A-2
Program Name: Epiphany Residential	Funding Term: 07/01/22– 06/30/23
	Funding Source: Federal SABG Discretionary, Federal SABG Perinatal Set-Aside, Federal Drug Medi-Cal FFP, Federal Perinatal Drug Medi-Cal FFP, State Perinatal Drug Medi-Cal, State General Fund (ODS Waiver), County General Fund

1. Identifiers:

Program Name: Epiphany Residential
 Program Address: 100 Masonic Avenue
 City, State, ZIP: San Francisco, CA 94118
 Telephone: (415) 567-8370
 Fax: (415) 292-5531
 Website Address: TheEpiphanyCenter.org
 Contractor Address: 100 Masonic Avenue
 City, State, ZIP: San Francisco, CA 94118
 Person Completing this Narrative: Sister Betty Marie Dunkel – Executive Director
 Carla Graham- Program Director
 Alana Boyd—Assistant Program Director
 Telephone: (415) 567-8370
 Email Address: sisterbettymarie@theEpiphanyCenter.org
cgraham@theepiphanycenter.org
aboyd@theepiphanycenter.org

Program Code(s): 3843NP

2. Nature of Document:

New Contract Amendment Revision to Program Budgets

3. Goal Statement:

Individuals identifying as female inclusive of all ethnicities, entering Epiphany Center’s residential drug treatment program will gain recovery skills and insight, strong parenting skills, and their young children will have positive developmental outcomes. The services will focus on the unique cultural and linguistic needs of any identifying female deemed medically eligible and admitted into treatment services.

4. Target Population:

The Target Population is adult woman-identified, inclusive of all races and ethnicities, over 18 with substance use challenges, mental health issues, who may be pregnant, and / or parenting children 0-3 years, or without children, and are residents of San Francisco and eligible for our program (ASAM Designated 3.1, 3.3, 3.5 Facility).

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

These modalities will be provided for 80 unduplicated clients in residential treatment.

- Individual and group sessions for 25 hours/week;
- Case Management;
- Crisis Intervention;
- Drug Education and Relapse Prevention information;
- Life skills training, e.g. cooking, household management;
- Parenting support;
- Referrals for housing or transitional programs (including step-down housing);
- Medication Assisted Treatment (MAT) referrals:

Contractor Name: Mt. St. Joseph-St. Elizabeth	Appendix A-2
Program Name: Epiphany Residential	Funding Term: 07/01/22– 06/30/23
	Funding Source: Federal SABG Discretionary, Federal SABG Perinatal Set-Aside, Federal Drug Medi-Cal FFP, Federal Perinatal Drug Medi-Cal FFP, State Perinatal Drug Medi-Cal, State General Fund (ODS Waiver), County General Fund

- Psychiatric Medication management and consultation;
- Referrals to: mental health, dental, vision, medical and perinatal, prenatal and postnatal services.

6. Methodology:

A. Outreach:

Intake Coordinator and Assistant Program Director do outreach to TAP and to partnering agencies when openings in the Program occur. The Epiphany Center partners with Child Welfare workers, Family Treatment Court, neighborhood health centers, SF County Jail, and Zuckerberg San Francisco General Hospital, Psychiatric Emergency Services and Hummingbird for referrals to the Epiphany Center. Clients of all ethnicities and cultures are also referred by Homeless Prenatal Program, detoxification programs, and other treatment programs.

B. Admission and Intake by Intake Coordinator / Clinician:

The Epiphany Center’s Admission, Enrollment and Intake Criteria, and Process are as follows:

- Adult women- identified (18 and over), of all races and populations, may be pregnant, without children, or with children under four years of age at the time of admission, or be in the process of reunification with children under 4 years of age.
- Primary substance use problems: Heroin, cocaine, methamphetamine, fentanyl, marijuana, alcohol, poly-drugs. Co-occurring mental health problems are expected.
- In cases of probation, or parole, the probation/parole officer must be notified and all parties formulate an agreeable contract prior to admission.
- No physical or psychiatric disabilities which preclude participation in the program structure and/or program activities.
- Individual seeking treatment must be willing to accept program rules and structural limitations prior to admission.
- Admission and intake contingent upon Program receiving authorization from TAP.

All of the above criteria are ultimately determined by the staff according to all relative factors concerning the client involved. Services are terminated for both parent and child whenever there is evidence that the level of service is incompatible with client’s needs and / or does not meet requirements of the Standards for Drug Treatment Programs and Federal Regulations. Services may also be terminated if: client brings drugs/paraphernalia on site or participates in an act of violence towards another. At the time of discharge, when possible, clients have a Discharge Plan with appropriate referrals to other programs.

C. Service Delivery Model

- Residential Treatment Services - As a State licensed facility, the Epiphany Residential Treatment Facility provides 24-hour care and supervision by Residential Treatment Counselors for women-identified and their young children. Epiphany Center staff strive to provide a welcoming, compassionate program with a focus on building strong, supportive relationships. The Epiphany Center has used evidence-based model, “Seeking Safety” for many years to promote trauma-informed services. Groups focus on building positive communication skills, growth in self-esteem, and solidifying lifelong recovery skills. Treatment services will be adapted as necessary to assure that the ethnic and cultural needs of each individual eligible and admitted to the Epiphany Residential Treatment Program are met.

Hours of Operation

- The Residential Treatment Facility is staffed every day throughout the year, 24 hours per day. The Treatment Program is maintained Monday-Friday 9:15 a.m. – 3:15 p.m.. Additional groups

Contractor Name: Mt. St. Joseph-St. Elizabeth	Appendix A-2
Program Name: Epiphany Residential	Funding Term: 07/01/22– 06/30/23
	Funding Source: Federal SABG Discretionary, Federal SABG Perinatal Set-Aside, Federal Drug Medi-Cal FFP, Federal Perinatal Drug Medi-Cal FFP, State Perinatal Drug Medi-Cal, State General Fund (ODS Waiver), County General Fund

are also run in the evenings.

Strategies for Service Delivery/Duration

- Residential treatment services are provided in an attractive, clean, trauma informed care environment that focuses on healing, building self-esteem and developing life skills. There is a predictable schedule and structure, clear guidelines for behavior, and women and children are treated with respect and dignity. Household routines and chores are part of building a new lifestyle and giving to the community. Clients learn or review basic housekeeping skills, money management and social/recreational skills, parenting skills, and building a positive support system in the community. Recovery, life skills, and parenting groups are held daily from 9:15 to 3:15. Clients also attend evening and weekend recovery support meetings to include: Alcoholics Anonymous (AA), Narcotics Anonymous (NA), Life Ring, Smart Recovery, Co-Dependents Anonymous (CODA) and Crystal Methamphetamine Anonymous (CMA).

Phases (Levels) of Treatment

- The following treatment levels (Level 1-Level 3) are stages of treatment in the Epiphany Residential Program:

Orientation / Level 1: Immediately upon intake, the Residential Coordinator and/or counselors provide orientation to the Residential Program and Resident Handbook guidelines. During this time the client also works with their intake clinician to arrange appointments for any medical, mental health, dental, legal, prenatal, mental health, or income needs. Transportation is provided.

Level 1 - The client attends Recovery and all other groups within the daily Treatment Schedule and participates in the residential groups and daily routine. She has support from staff to appointments for the first 0-30 days of TAP authorized treatment. She does not leave residence without staff support. Upon our receipt of medical eligibility (31 through 90+ days) client then progresses to the additional treatment phases:

Criteria to move to Level 2:

- Consistently meeting with outside therapist
- Connected with housing resources
- Attended all required groups consistently
- Has attended all groups with active participation
- Followed all guidelines as outlined in the Resident Handbook
- A Relapse Prevention Plan is in progress, works with recovery therapist 2x/week consistently;
- Attended the required three 12-step meetings (or other self-help group) per week in addition to 1 on-site H&I meeting per week;
- Completed and/or working towards treatment objectives and goals;
- Actively working with AA/NA Sponsor

Criteria to move to Level 3:

- Attends and actively participates in all required groups.
- Consistently working toward meeting treatment plan goals.
- Working towards completing Relapse Prevention Plan and consistently meeting with recovery therapist each week;
- Demonstrates openness and honesty in communication with peers in groups and in daily living

Contractor Name: Mt. St. Joseph-St. Elizabeth	Appendix A-2
Program Name: Epiphany Residential	Funding Term: 07/01/22– 06/30/23
	Funding Source: Federal SABG Discretionary, Federal SABG Perinatal Set-Aside, Federal Drug Medi-Cal FFP, Federal Perinatal Drug Medi-Cal FFP, State Perinatal Drug Medi-Cal, State General Fund (ODS Waiver), County General Fund

and not on a Behavioral Support Plan;

- Demonstrates consistent, responsible behavior in managing time for care of self and child, for household chores, for attendance at 12-step meetings
- Completes all treatment objectives for this Level.
- Continuation of consistent work with Sponsor, outside psychotherapist

Level 3 - During this phase the client is actively engaged in her Discharge Plan and is consistently utilizing tools for a strong recovery. Appropriate housing options have been identified and solidified. The client has worked with staff to complete: transferable skills assessment. Educational and vocational goals have been explored. Further, credit report has been reviewed. Finally, we have also embarked upon record expungement, if criminal convictions have occurred.

Following a planned discharge from the Epiphany Residential Program, the client may continue to use the Epiphany Childcare Center, the Pediatric Clinic, the Children’s Mental Health Clinic, the Family Enrichment Program, ‘Road to Resilience’, and the In-Home Services Program.

Wrap-around Services

For mothers with infants or toddlers, the Epiphany Center provides therapeutic childcare, early intervention services for prenatal drug exposure, developmental assessments, a Pediatric Clinic, and a Children’s Mental Health Clinic.

Residential Bed Capacity

The program is licensed for 26 beds, the contract funds 20 beds. The license also allows for up to 20 children 0 to 3.

Linkages

The agency has memoranda of understanding with many providers to provide mental health services, detox services, vocational and educational support, transitional housing, and health services. The following denote ongoing collaborations and referral partners:

- San Francisco City College, John Adams Campus for vocational and educational opportunities and JVS for vocational training;
- Casa de las Madres for domestic violence services;
- Infant Parent Program, UCSF for parent child therapy and staff consultation;
- Bayview Hunter’s Point, RAMS, Inc., Woman’s Inc., SOMA, Mission Mental Health, Trauma Recovery Center for mental health services;
- Maxine Hall, Zuckerberg San Francisco General, Haight Ashbury Clinic, Potrero Hill Health Center, Silver Family Health Center, Tom Waddell, Chinatown Public Health Center, Western Dental, UCSF for health and dental services;
- Dr. Mebine for Vision Services; and,
- Salvation Army Harbor Light Center and Joe Healy for Detoxification Services.

D. Discharge Planning and Exit Criteria

Discharge Planning

Upon a client’s completion of program (expiration of medical necessity), the recovery therapist meets with each woman to develop and document an individualized strategy that will assist her in maintaining a strong Relapse Prevention Plan. The discharge treatment planning process is inclusive of the goals identified in the Treatment Plan and includes referrals to appropriate resources. These

Contractor Name: Mt. St. Joseph-St. Elizabeth	Appendix A-2
Program Name: Epiphany Residential	Funding Term: 07/01/22– 06/30/23
	Funding Source: Federal SABG Discretionary, Federal SABG Perinatal Set-Aside, Federal Drug Medi-Cal FFP, Federal Perinatal Drug Medi-Cal FFP, State Perinatal Drug Medi-Cal, State General Fund (ODS Waiver), County General Fund

referrals can include a step-down process to transitional living programs (including Step-Down Programs) or to stable housing.

After care

All former clients and graduates are invited to attend bi-annual (April and October) reunion dinners at the Epiphany Center. All former clients in good standing are also invited to attend H&I (Northern California Hospitals and Institutions Committee of Alcoholics Anonymous) weekly Recovery meetings conducted at Epiphany Center. They are also provided with a meal for themselves and their children as well as childcare during Recovery meeting.

E. Program Staffing

7. Objectives and Measurements:

All objectives, and descriptions of how objectives will be measured, are contained in the BHS document entitled [BHS Adult and Older Adult Performance Objectives FY 22-23](http://www.sfdph.org/cdta), located at www.sfdph.org/cdta.

8. Continuous Quality Improvement:

Epiphany Center's CQI activities include the following:

A. Achievement of Contract Performance Objectives

- The CQI Coordinator (Program Director) ensures that clients' treatment plans are reviewed and updated every 30 days to determine if the goals are met or continued.

B. Documentation of Quality and Internal Audits

- All client charts are reviewed by the CQI Coordinator or Program Director or Assistant Program Director for accuracy, ensuring that all required client information is documented, reported, and/or filed in client chart and on Avatar according to CBHS rules, policies, and procedures.
- The CQI Coordinator, Program Director or Assistant Program Director reviews client charts every month or as needed and informs staff of identified deficiencies and errors, and requests immediate correction and/or follow-up.
- The CQI Coordinator, Program Director or Assistant Program Director ensures that potential clients are assessed at intake using the Addiction Severity Index form (ASI) to determine substance abuse issues and need.
- The CQI Coordinator meets with Recovery Therapist weekly to ensure that all new clients have a treatment plan within 10 days of admission. All client treatment plans must address client issues with goals/objectives, presenting problems, target and duration period dates.

C. Measurement of Cultural Competency of Staff and Services

- Epiphany staff strive to match clients in diversity for race, ethnicity, sexual orientation, and recovery. We offer two cultural competency in-service trainings for staff each year along with on-line training options. Agency staff also attend cultural training workshops conducted by CBHS and other agencies.

D. Client Satisfaction

Contractor Name: Mt. St. Joseph-St. Elizabeth	Appendix A-2
Program Name: Epiphany Residential	Funding Term: 07/01/22– 06/30/23
	Funding Source: Federal SABG Discretionary, Federal SABG Perinatal Set-Aside, Federal Drug Medi-Cal FFP, Federal Perinatal Drug Medi-Cal FFP, State Perinatal Drug Medi-Cal, State General Fund (ODS Waiver), County General Fund

- The CQI /QA Coordinator conducts internal client satisfaction surveys on a quarterly basis. The staff reviews and discusses the survey results. The survey data results determine which program services need to be enhanced, improved, or deemed unnecessary. For those services or areas that need to be improved, the staff decides on an action plan for areas that need improvement, with a time frame of 30 days. If the area of improvement deals with staff performance, the QA coordinator outlines a corrective action plan, specifying areas of concern and a performance improvement objective plan for staff.
- Town hall meetings are held once a month on the first Thursday of the month. This is a forum where clients and staff come together to discuss issues or problems presented by the clients. The town hall meeting is facilitated by the clients and supported by staff. Some issues presented in the meeting are resolved in the meeting. Other issues are taken to the Multidisciplinary Team’s weekly meeting for discussion and resolution. The staff then informs the clients of the resolution offered by the team.

9. Required Language:
N/A.

Contractor Name: Mt. St. Joseph-St. Elizabeth	Appendix A-3
Program Name: Epiphany Family Treatment	Funding Term: 07/01/22 – 06/30/23
	Funding Source: MH CYF Fed SDMC FFP, MH CYF State 2011 PSR-EPSDT, MH CYF County GF

1. Identifiers:

Program Name: Epiphany Family Treatment (Mental Health)
 Program Address: 100 Masonic Avenue
 City, State, ZIP: San Francisco, CA 94118
 Telephone: (415) 567-8370
 Fax: (415) 292-5531
 Website Address: TheEpiphanyCenter.org

 Contractor Address: 100 Masonic Avenue
 City, State, ZIP: San Francisco, CA 94118
 Person Completing this Narrative: Sister Betty Marie Dunkel – Executive Director
 Alana Boyd –Assistant Program Director
 Telephone: (415) 567-8370
 Email Address: sisterbettymarie@theEpiphanyCenter.org
aboyd@theEpiphanyCenter.org

 Program Code(s): 38BN3

2. Nature of Document:

Original Contract Amendment Revision to Program Budgets (RPB)

3. Goal Statement:

The goal of the Epiphany Family Treatment Program (EFTP) is to strengthen family functioning, improve child mental health, early identification of emotional/ behavioral problems, reduce the risk of child abuse and neglect, and improve the parent-child relationship of individuals and families of all races and populations eligible for services, and are residents of San Francisco.

4. Target Population:

Infants, children, and adolescents 0 - 21 years of age of all races and populations whose functioning has been affected by parental substance abuse, separation due to out-of-home placement, are in the process of reunification, have experienced trauma, and other stressors on the family.

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

The modality is outpatient mental health services to children and their families that include developmental CANS clinical assessments and CANS treatment plans. The interventions include:

- Short-term (up to 1 year) Individual and family therapeutic services;
- Crisis intervention;
- Case management;
- Case conferences.

6. Methodology:

A. Outreach, recruitment, promotion, and advertisement

The EFTP services are advertised at the San Francisco Public Library, the Talk Line, and other community resource lists. The EFTP partners with Early Head Start, other childcare centers, Homeless Prenatal Program, Family Treatment Court, Neighborhood Health Centers, the County Jail, and San Francisco General Hospital.

Contractor Name: Mt. St. Joseph-St. Elizabeth	Appendix A-3
Program Name: Epiphany Family Treatment	Contract Term: 07/01/22 – 06/30/23
	Funding Source: MH CYF Fed SDMC FFP, MH CYF State 2011 PSR-EPSDT, MH CYF County GF

B. Admission, enrollment and/or intake criteria

- Infants, children, and adolescents of all races and populations, between the ages of 0-21 at risk for, or have psychiatric problems, and receive SF Medical or Healthy Families insurance benefits, and meet EPSDT Medi-Cal eligibility; have an approved DSM V diagnosis, a significant impairment or deterioration in an important area of functioning.
- Clients are either in their parents' custody, foster care, relative care, or group homes or in the process of family reunification.
- No physical or psychiatric disabilities which preclude participation in the therapeutic services.
- Clients must be willing to attend regularly scheduled clinic sessions.

C. Service Delivery Model

The EFTP is located at 100 Masonic Avenue in the first floor office located adjacent to the main entrance of the building. Spaces include two play therapy rooms and individual offices for staff and interns that also accommodate family sessions.

The service delivery model includes:

- CANS Assessments that are formulated within 60 days of episode opening and reassessed every 6 months. Additionally, CANS Treatment Plans of Care that formulated within 60 days of episode opening and updated annually.
- A Documentation Compliance Check List between the clinician and supervisor to ensure that all documentation meets compliance requirements.
- All open clinical cases go through an initial PURQC process at 1 year. Three committee members from the clinic have expertise to enhance clinical decision making processes and suggest various evidence based practices. This process functions as a clinical consultation for clinical supervisors to make authorization decisions based on meaningful clinical information.
- All CANS Assessments and Treatment Plans of Care are done by Licensed Therapists or Post graduate interns trained and certified in their use.
- Weekly individual psychotherapy by Licensed Therapists or post graduate interns with weekly supervision.
- Collateral family therapy and psychoeducation and developmental guidance provided by therapists.

Service Delivery Model and Hours of Operation:

Individual and Family Therapeutic services are provided Monday- Friday between the hours of 8:00 a.m. and 6:00 p.m. when scheduled.

Strategies for Service Delivery/Duration:

- Therapists receive clinical training from BHS regarding how to work effectively with clients and how to engage clients and families; attend annual trainings on how to advance the development and of well-defined, culturally appropriate competencies for caregiver and youth engagement in the CANS Assessment and Treatment process;
- Therapists perform accurate CANS Assessments and are certified and recertified annually on the CANS assessments (CANS-2.0: 0-5 and the CANS-2.0 6-20 years);
- Therapists create achievable treatment plans with client goals and measurable objectives

Contractor Name: Mt. St. Joseph-St. Elizabeth	Appendix A-3
Program Name: Epiphany Family Treatment	Contract Term: 07/01/22 – 06/30/23
	Funding Source: MH CYF Fed SDMC FFP, MH CYF State 2011 PSR-EPSDT, MH CYF County GF

utilizing the CANS 0-18 Treatment Plan of Care

- Therapists monitor treatment goals, and review and problem solve with client/family progressing towards goal achievement;
- Regular schedule of reassessment and treatment goals are in line with BHS performance requirements. Clients are reassessed every six months from the date of Episode opening.
- Clients are discharged based on achievement of treatment goals and the decision of the PURQC committee.
- All open clinical cases go through an initial PURQC process at 1 year. This process functions as a clinical consultation for clinical supervisors to make authorization decisions based on meaningful clinical information and to determine discharge planning.

D. Exit Criteria and Discharge Planning

- Discharge Planning is based on Successful Completion of the therapy and agreed upon by client/family and therapist. Once agreed upon therapist spends the last month of therapy preparing the client/family for discharge. At the time of discharge a CANS Closing Summary is completed showing improved areas of functioning.
- If warranted client/family is referred to other types of community services, such as after school programs, tutoring, and interactive parenting classes.
- Therapist informs the client/family that it is possible to resume therapy if symptoms are such that they meet the criteria for medical necessity.
- Sometimes, discharge is based on the fact that client has moved to another county at which time, therapist works with the ACCESS team from the other county for a continuance of mental health services upon family request.

E. Program Staffing

- The Epiphany Family Treatment Program is staffed by three licensed therapists (FTE 1.15). The staff are well informed in trauma focused therapy and evidenced based practices for the target population. Three of the staff members, including the three licensed therapists comprise the Program Utilization Review Quality Committee (PURQC). This committee chooses to authorize and/or provide clinical recommendations concerning continued services, treatment directions or intensity of services. The committee utilizes the Documentation Compliance Check List proved by CBHS to ensure all documentation meets compliance.
- All of the therapists have clinical experience in providing direct clinical services with the target population and have been providing therapy at the EFTP for a minimum of two years. Each therapist is certified on the CANS 2-0 Assessments (0-5 and 6-20) and complies with all necessary deadlines for assessments and treatment plans of care. They also comply with training for quality assurance and HIPPA compliance. The staff use clinical tools and data from the CANS assessment to make meaningful clinical decision regarding treatment and discharge based on the clinicians' recommendations for discharge, and the families' wishes, while drawing on their expertise to make ethical decisions that are in the client's and families' best interests, and that meet quality assurance.

F. Exit Criteria and Discharge Planning

- Discharge Planning is based on Successful Completion of the therapy and agreed upon by client/family and therapist. Once agreed upon therapist spends the last month of therapy preparing the client/family for discharge. At the time of discharge a CANS Closing Summary is completed showing improved areas of functioning.
- If warranted client/family is referred to other types of community services, such as after

Contractor Name: Mt. St. Joseph-St. Elizabeth	Appendix A-3
Program Name: Epiphany Family Treatment	Contract Term: 07/01/22 – 06/30/23
	Funding Source: MH CYF Fed SDMC FFP, MH CYF State 2011 PSR-EPSDT, MH CYF County GF

school programs, tutoring, and interactive parenting classes.

- Therapist informs the client/family that it is possible to resume therapy if symptoms are such that they meet the criteria for medical necessity.
- Sometimes, discharge is based on the fact that client has moved to another county at which time, therapist works with the ACCESS team from the other county for a continuance of mental health services upon family request.

G. Program Staffing

- The Epiphany Family Treatment Program is staffed by three licensed therapists (FTE 1.15). The staff are well informed in trauma focused therapy and evidenced based practices for the target population. Three of the staff members, including the three licensed therapists comprise the Program Utilization Review Quality Committee (PURQC). This committee chooses to authorize and/or provide clinical recommendations concerning continued services, treatment directions or intensity of services. The committee utilizes the Documentation Compliance Check List proved by CBHS to ensure all documentation meets compliance.

7. Objectives and Measurements:

All objectives, and descriptions of how objectives will be measured, are contained in the BHS document entitled BHS Children, Youth and Families Performance Objectives FY 22-23 located at www.sfdph.org/cdta.

8. Continuous Quality Improvement:

- All of the therapists have clinical experience in providing direct clinical services with the target population and have been providing therapy at the EFTP for a minimum of two years. Each therapist is certified on the CANS 2-0 Assessments (0-5 and 6-20) and complies with all necessary deadlines for assessments and treatment plans of care. They also comply with training for quality assurance and HIPPA compliance. The staff use clinical tools and data from the CANS assessment to make meaningful clinical decision regarding treatment and discharge based on the clinicians' recommendations for discharge, and the families' wishes, while drawing on their expertise to make ethical decisions that are in the client's and families' best interests, and that meet quality assurance.
- Therapists monitor treatment goals, and review and problem solve with client/family progressing towards goal achievement;
 - Regular schedule of reassessment and treatment goals are in line with BHS performance requirements. Clients are reassessed every six months from the date of Episode opening.
 - Clients are discharged based on achievement of treatment goals and the decision of the PURQC committee.
 - All open clinical cases go through an initial PURQC process at 1 year. This process functions as a clinical consultation for clinical supervisors to make authorization decisions based on meaningful clinical information and to determine discharge planning.

Contractor Name: Mt. St. Joseph-St. Elizabeth	Appendix A-3
Program Name: Epiphany Family Treatment	Contract Term: 07/01/22 – 06/30/23
	Funding Source: MH CYF Fed SDMC FFP, MH CYF State 2011 PSR-EPSDT, MH CYF County GF

- Regular schedule of reassessment and treatment goals are in line with BHS performance requirements. Clients are reassessed every six months from the date of Episode opening.
- Clients are discharged based on achievement of treatment goals and the decision of the PURQC committee.
- All open clinical cases go through an initial PURQC process at 1 year. This process functions as a clinical consultation for clinical supervisors to make authorization decisions based on meaningful clinical information and to determine discharge planning.

- **Monitoring for Achievement of Contract Performance Objectives**

The contract performance objectives are monitored jointly between BHS and the Clinical Director. Reports are sent to the Clinical Director that highlight the areas: certification on the CANS assessment; regularly scheduled super-user calls; initial assessment and treatment plans within a 30 business days of episode opening; reassessments; and treatment plans. The initial overall composite score obtained was 20 which indicated that program achieved between 90-100% of objective. The lowest score in the area of initial CANS improved to 100% of initial CANS in the last report.

- **Description of Internal Chart Quality Audit**

The Clinical Director attends all required CBHS contractor's meetings to ensure accurate mental health billing and client charts. The Clinical Director will utilize the Documentation Compliance Check List provided by Behavioral Health Services, Children, Youth and Families System of Care to ensure that all charts are current and ready for audit. The Clinical Director and interns attend all trainings on AVATAR and MYAVATAR and are certified and recertified annually on the CANS 2-0 (0-5 and 6-20 years) assessments to ensure meeting contract performance objectives. All CANS 2-0 assessments and Treatment plans are completed within the necessary time period. The Clinical Director carefully monitors all client charts monthly to ensure that all necessary consent forms are signed and in the chart as well as all signed treatment plans. Additionally, the Clinical Director monitors that all initial service authorization and reauthorization forms are submitted to the PURQC committee within the necessary time period. The PURQC committee also meets quarterly or as needed to discuss reauthorization of clients that may exceed one year of treatment to review current mental health status and the need for new treatment goals.

- **Cultural Competency of Staff and Services**

The Clinical Director attends annual training in the engagement in culturally appropriate competencies with youth and families. The Clinical Director also contributed to the development of a working document that outlines the engagement of culturally appropriate competencies. Her contribution was used as a comprehensive model of excellence at previous trainings with CBHS.

- **Client Satisfaction**

All client satisfaction surveys have been completed by clients with a success rate of 95 to 100%. All data from the surveys have consistently demonstrated commendable client satisfaction that exceeds standards. The clinic staff use the data to ensure compliance with standards.

- **CANS measurement analysis**

The Clinical Director works with CBHS on an Agency Clinic Formulation to identify promising intervention practices which demonstrate that children experience meaningful improvement based on the CANS assessment and Treatment Plan of Care. The Clinic Formulation is then analyzed and compared to other county-wide agencies to improve local expertise and system outcomes for children in San Francisco County.

Contractor Name: Mt. St. Joseph-St. Elizabeth	Appendix A-3
Program Name: Epiphany Family Treatment	Contract Term: 07/01/22 – 06/30/23
	Funding Source: MH CYF Fed SDMC FFP, MH CYF State 2011 PSR-EPSDT, MH CYF County GF

9. Required Language:

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

Appendix B Calculation of Charges

1. Method of Payment

A. 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 3.1.1, 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."

2. Program Budgets and Final Invoice

A. Program is listed below:

Appendix B-1 Epiphany Residential Step-Down

Appendix B-2 Epiphany Residential

Appendix B-3 Epiphany Family Treatment (Outpatient Therapeutic Treatment)

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 **Twenty Million Five Hundred Forty-One Thousand, Sixty-One Dollars (\$20,541,061)** for the period of **January 1, 2018 through June 30, 2027**.

CONTRACTOR understands that, of this maximum dollar obligation, **\$1,214,834** 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 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.

January 1, 2018	through	June 30, 2018	\$ 394,791
July 1, 2018	through	June 30, 2019	\$ 1,150,946
July 1, 2019	through	June 30, 2020	\$ 1,527,984
July 1, 2020	through	June 30, 2021	\$ 1,837,063
FY 2020-21 CODB & MCO funding (DV)			\$ 53,620
July 1, 2021	through	June 30, 2022	\$1,945,889
July 1, 2022	through	June 30, 2023	\$2,292,318
July 1, 2023	through	June 30, 2024	\$2,384,011
July 1, 2024	through	June 30, 2025	\$2,479,371
July 1, 2025	through	June 30, 2026	\$2,578,546
July 1, 2026	through	June 30, 2027	\$2,681,688
Subtotal			\$19,326,227
Contingency			\$ 1,214,834
TOTAL			\$20,541,061

CONTRACTOR understands that the CITY may need to adjust sources of revenue and agrees that these needed adjustments will become part of this Agreement by written modification to CONTRACTOR. In event that such reimbursement is terminated or reduced, this Agreement shall be terminated or proportionately reduced accordingly. In no event will CONTRACTOR be entitled to compensation in excess of these amounts for these periods without there first being a modification of the Agreement or a revision to Appendix B, Budget, as provided for in this section of this Agreement.

3. 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	01121			Appendix B, Page 1	
Contractor Name	Mount St. Joseph-St. Elizabeth			Fiscal Year	2022-2023
Contract ID	100007730			Funding Notification Date	09/15/22
Appendix Number	B-1	B-2	B-3		
Provider Number	383881	383843	38BN		
Program Name	Epiphany Residential Step-Down	Epiphany Residential	Epiphany Family Treatment		
Program Code	38812	3843NP	38BN3		
Funding Term	07/01/22-06/30/23	07/01/22-06/30/23	07/01/22-06/30/23		
FUNDING USES					TOTAL
Salaries	\$ 196,594	\$ 859,320	\$ 173,935		\$ 1,229,849
Employee Benefits	\$ 21,822	\$ 95,385	\$ 16,357		\$ 133,564
Subtotal Salaries & Employee Benefits	\$ 218,416	\$ 954,705	\$ 190,292		\$ 1,363,413
Operating Expenses	\$ 76,000	\$ 383,135	\$ 1,913		\$ 461,048
Capital Expenses					\$ -
Subtotal Direct Expenses	\$ 294,416	\$ 1,337,840	\$ 192,205		\$ 1,824,461
Indirect Expenses	\$ 40,793	\$ 185,959	\$ 26,717		\$ 253,469
Indirect %	13.9%	13.9%	13.9%		13.9%
TOTAL FUNDING USES	\$ 335,209	\$ 1,523,799	\$ 218,921		\$ 2,077,930
				Employee Fringe Benefit %	10.90%
BHS SUD FUNDING SOURCES					
Federal SABG Discretionary, CFDA 93.959	\$ 310,000	\$ 410,000			\$ 720,000
Federal SABG Perinatal Set-Aside, CFDA 93.959		\$ 136,481			\$ 136,481
Federal Drug Medi-Cal FFP, CFDA 93.778		\$ 288,958			\$ 288,958
Federal Perinatal Drug Medi-Cal FFP, CFDA 93.778		\$ 39,674			\$ 39,674
State Perinatal Drug Medi-Cal		\$ 21,362			\$ 21,362
State General Fund (ODS Waiver)		\$ 155,594			\$ 155,594
County General Fund	\$ 25,209	\$ 471,730			\$ 496,939
TOTAL BHS SUD FUNDING SOURCES	\$ 335,209	\$ 1,523,799	\$ -		\$ 1,859,008
OTHER DPH FUNDING SOURCES					
MH CYF Fed SDMC FFP (50%)			\$ 92,500		\$ 92,500
MH CYF State 2011 PSR-EPSDT			\$ 89,500		\$ 89,500
MH CYF County General Fund			\$ 36,921		\$ 36,921
	\$ -				
TOTAL DPH FUNDING SOURCES	\$ 335,209	\$ 1,523,799	\$ 218,921		\$ 2,077,929
TOTAL FUNDING SOURCES (DPH AND NON-DPH)	\$ 335,209	\$ 1,523,799	\$ 218,921		\$ 2,077,929

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

DHCS Legal Entity Number		01121		Appendix Number		B-1	
Provider Name		Mount St. Joseph - St. Elizabeth		Page Number		1	
Provider Number		383881		Fiscal Year		2022-2023	
Contract ID		1000007730		Funding Notification Date		09/15/22	
383881		Epiphany Residential Step-Down					
Program Code		38812					
Mode/SFC (MH) or Modality (SUD)		Res 59					
Service Description		ODS Recovery Residence					
Funding Term		07/01/22-06/30/23					
FUNDING USES						TOTAL	
Salaries & Employee Benefits		\$ 218,416				\$ 218,416	
Operating Expenses		\$ 76,000				\$ 76,000	
Capital Expenses						\$ -	
Subtotal Direct Expenses		\$ 294,416				\$ 294,416	
Indirect Expenses		\$ 40,793				\$ 40,793	
Indirect %		13.9%				13.9%	
TOTAL FUNDING USES		\$ 335,209				\$ 335,209	
BHS SUD FUNDING SOURCES				Dept-Auth-Proj-Activity			
Federal SABG Discretionary, CFDA 93.959		240646-10000-10001681-0003		\$ 310,000		\$ 310,000	
County General Fund		240646-10000-10001681-0003		\$ 25,209		\$ 25,209	
						\$ -	
TOTAL BHS SUD FUNDING SOURCES		\$ 335,209				\$ 335,209	
TOTAL DPH FUNDING SOURCES		\$ 335,209				\$ 335,209	
TOTAL FUNDING SOURCES (DPH AND NON-DPH)		335,209				335,209	
BHS UNITS OF SERVICE AND UNIT COST							
Number of Beds Purchased		12					
SUD Only - Number of Outpatient Group Counseling Sessions							
SUD Only - Licensed Capacity for Narcotic Treatment Programs							
Payment Method		Cost Reimbursement (CR)					
DPH Units of Service		3,504					
Unit Type		Bed Days					
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES ONLY)		\$ 95.66					
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)		\$ 95.66					
Published Rate (Medi-Cal Providers Only)		\$ 95.66					
Unduplicated Clients (UDC)		17				Total UDC	
						17	

Appendix B - DPH 3: Salaries & Employee Benefits Detail

Contract ID <u>100007730</u>	Appendix Number <u>B-1</u>
Program Name <u>Epiphany Residential Step-Down</u>	Page Number <u>2</u>
Program Code <u>38812</u>	Fiscal Year <u>2022-2023</u>
	Funding Notification Date <u>09/15/22</u>

	TOTAL	240646-10000- 10001681-0003						
Funding Term	07/01/22-06/30/23	07/01/22-06/30/23						
Position Title	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries
Program Assistant	0.10	6,760	0.10	6,760				
Step Down Manager	0.83	55,882	0.83	55,882				
Counselors	2.75	133,952	2.75	133,952				
Totals:	3.68	196,594	3.68	196,594				

Employee Benefits:	11.10%	21,822	11.10%	21,822				
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TOTAL SALARIES & BENEFITS	218,416	218,416		
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Appendix B - DPH 4: Operating Expenses Detail

Contract ID <u>1000007730</u>		Appendix Number <u>B-1</u>	
Program Name <u>Epiphany Residential Step-Down</u>		Page Number <u>3</u>	
Program Code <u>38812</u>		Fiscal Year <u>2022-2023</u>	
		Funding Notification Date <u>09/15/22</u>	
Expense Categories & Line Items	TOTAL	240646-10000-10001681-0003	
Funding Term	07/01/22-06/30/23	07/01/22-06/30/23	
Rent	60,000	60,000	
Utilities	5,000	5,000	
Building Repair/Maintenance	3,000	3,000	
Occupancy Total:	68,000	68,000	
Computer Hardware/Software	3,000	3,000	
Materials & Supplies Total:	3,000	3,000	
Insurance	5,000	5,000	
General Operating Total:	5,000	5,000	
TOTAL OPERATING EXPENSE	76,000	76,000	

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

DHCS Legal Entity Number		01121			Appendix Number		B-2	
Provider Name		Mount St. Joseph - St. Elizabeth			Page Number		1	
Provider Number		383843			Fiscal Year		2022-2023	
Contract ID		1000007730			Funding Notification Date		09/15/22	
Program Name				Epiphany Residential				
Program Code				3843NP	3843NP	3843NP		
Mode/SFC (MH) or Modality (SUD)				ODS-112	Res-58-1	Res-58		
Service Description				ODS Residential 3.1	ODS Room & Board, Residential Treatment (Perinatal Only)	ODS Room & Board, Residential Treatment		
Funding Term:				07/01/22-06/30/23	07/01/22-06/30/23	07/01/22-06/30/23		
FUNDING USES							TOTAL	
Salaries & Employee Benefits				323,367	157,673	473,665	954,705	
Operating Expenses				230,468	38,129	114,538	383,135	
Capital Expenses							-	
Subtotal Direct Expenses				553,835	195,802	588,203	-	
Indirect Expenses				76,983	27,216	81,760	185,959	
TOTAL FUNDING USES				630,818	223,018	669,963	-	
BHS SUD FUNDING SOURCES			Dept-Auth-Proj-Activity					
Federal SABG Discretionary, CFDA 93.959			240646-10000-10001681-0003			410,000	410,000	
Federal SABG Perinatal Set-Aside, CFDA 93.959			240646-10000-10001681-0003		136,481		136,481	
Federal Drug Medi-Cal FFP, CFDA 93.778			240646-10000-10001681-0003	288,958			288,958	
Federal Perinatal Drug Medi-Cal FFP, CFDA 93.778			240646-10000-10001681-0003	39,674			39,674	
State Perinatal Drug Medi-Cal			240646-10000-10001681-0003	21,362			21,362	
State General Fund (ODS Waiver)			240646-10000-10001681-0003	155,594			155,594	
County General Fund			240646-10000-10001681-0003	125,230	86,537	259,963	471,730	
							-	
TOTAL BHS SUD FUNDING SOURCES				630,818	223,018	669,963	-	
TOTAL DPH FUNDING SOURCES				630,818	223,018	669,963	-	
TOTAL FUNDING SOURCES (DPH AND NON-DPH)				630,818	223,018	669,963	-	
BHS UNITS OF SERVICE AND UNIT COST								
Number of Beds Purchased					5	15		
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				5,840	1,459	4,381		
Unit Type				Day	Bed Days	Bed Days		
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only)				108.02	152.91	152.91		
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)				108.02	152.91	152.91		
Published Rate (Medi-Cal Providers Only)				108.02	152.91	152.91		
Unduplicated Clients (UDC)				80	20	60	Total UDC 80	

Appendix B - DPH 3: Salaries & Employee Benefits Detail

Contract ID	1000007730	Appendix Number	B-2
Program Name	Epiphany Residential	Page Number	2
Program Codes	3843NP	Fiscal Year	2022-2023
		Funding Notification Date	09/15/22

	TOTAL		240646-10000-10001681-0003 ODS 112		240646-10000-10001681-0003 Res-58-1		240646-10000-10001681-0003 Res-58			
Funding Term	07/01/22-06/30/23		07/01/22-06/30/23		07/01/22-06/30/23		07/01/22-06/30/23			
Position Title	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries
Program Assistant	0.60	40,856	0.60	40,856						
Residential Coordinator	0.92	77,917			0.23	19,459	0.69	58,458		
Nurse Practitioner	0.19	21,902	0.19	21,902						
Counselors	9.23	460,941			2.31	115,118	6.93	345,823		
Intake Clinician	2.00	135,200	2.00	135,200						
Licensed Psychologist	0.05	14,277	0.05	14,277						
Licensed Clinical Social Worker	0.15	13,304	0.15	13,304						
Recovery Therapist	0.90	65,520	0.90	65,520						
Transportation Staff	0.59	29,403			0.15	7,343	0.44	22,060		
Totals:	14.63	859,320	3.89	291,059	2.68	141,920	8.06	426,341		

Employee Benefits:	11.1%	95,385	11.1%	32,308	11.1%	15,753	11.1%	47,324		
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TOTAL SALARIES & BENEFITS		954,705		323,367		157,673		473,665		
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Appendix B - DPH 4: Operating Expenses Detail

Contract ID <u>100007730</u>		Appendix Number <u>B-2</u>				
Program Name <u>Epiphany Residential</u>		Page Number <u>3</u>				
Program Codes <u>3843NP</u>		Fiscal Year <u>2022-2023</u>				
		Funding Notification Date <u>09/15/22</u>				
Expense Categories & Line Items	TOTAL	240646-10000-10001681-0003 ODS-112	240646-10000-10001681-0003 Res-58-1	240646-10000-10001681-0003 Res-58		
Funding Term	07/01/22-06/30/23	07/01/22-06/30/23	07/01/22-06/30/23	07/01/22-06/30/23		
Security	5,000		1,249	3,751		
Utilities	17,377	3,000	3,591	10,786		
Building Repair/Maintenance	72,856	22,538	12,567	37,751		
Occupancy Total:	95,233	25,538	17,407	52,288	-	-
Office Supplies	2,000	1,000	250	750		
Computer Hardware/Software	30,000	21,000	2,248	6,752		
IT Maintenance and Software	11,472		2,865	8,607		
	-					
Materials & Supplies Total:	43,472	22,000	5,363	16,109	-	-
Training/Staff Development	2,000	1,000	250	750		
Insurance	49,180	19,180	7,492	22,508		
	-					
General Operating Total:	51,180	20,180	7,742	23,258	-	-
Local Travel	5,500		1,374	4,126		
	-					
	-					
Staff Travel Total:	5,500	-	1,374	4,126	-	-
John Kolenda, Licensed Acupuncturist \$245/day x 5 days. X 48 weeks	58,800	58,800				
Amy Yang, MD, Medical Director \$275/hour x 6 hr/wk x 48 wks	79,200	79,200				
Catherine Villamajor, Therapist \$110/hr x 4.5 hrs/wk x 50	24,750	24,750				
	-					
Consultant/Subcontractor Total:	162,750	162,750	-	-	-	-
Other (provide detail):	-					
Client food	20,000		4,994	15,006		
Client related expenditures	5,000		1,249	3,751		
Other Total:	25,000	-	6,243	18,757	-	-
TOTAL OPERATING EXPENSE	383,135	230,468	38,129	114,538	-	-

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

DHCS Legal Entity Number 01121		Appendix Number B-3	
Provider Name Mount St. Joseph - St. Elizabeth		Page Number 1	
Provider Number 38BN		Fiscal Year 2022-2023	
Contract ID 1000007730		Funding Notification Date 09/15/22	
Program Name		Epiphany Family Treatment (Outpatient Therapeutic Treatment)	
Program Code	38BN3	38BN3	
Mode/SFC (MH) or Modality (SUD)	15/10-57, 59	15/01-09	
Service Description	OP-MH Svcs	OP-Case Mgt Brokerage	
Funding Term	07/01/22-06/30/23	07/01/22-06/30/23	
			TOTAL
FUNDING USES			
Salaries & Employee Benefits	185,584	4,708	190,292
Operating Expenses	1,803	110	1,913
Capital Expenses			-
Subtotal Direct Expenses	187,387	4,818	-
Indirect Expenses	26,047	670	26,717
TOTAL FUNDING USES	213,434	5,487	-
BHS MH FUNDING SOURCES			
	Dept-Auth-Proj-Activity		
MH CYF Fed SDMC FFP (50%)	251962-10000-10001670-0001	92,500	92,500
MH CYF State 2011 PSR-EPSDT	251962-10000-10001670-0001	89,500	89,500
MH CYF County General Fund	251962-10000-10001670-0001	31,434	5,487
TOTAL BHS MENTAL HEALTH FUNDING SOURCES	213,434	5,487	-
TOTAL DPH FUNDING SOURCES	213,434	5,487	-
NON-DPH FUNDING SOURCES			
			-
TOTAL NON-DPH FUNDING SOURCES	-	-	-
TOTAL FUNDING SOURCES (DPH AND NON-DPH)	213,434	5,487	-
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)	
DPH Units of Service	58,000	1,500	
Unit Type	Staff Minutes	Staff Minutes	
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only)	3.68	3.66	
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)	3.68	3.66	
Published Rate (Medi-Cal Providers Only)	3.68	3.66	
Unduplicated Clients (UDC)	20		Total UDC 20

Appendix B - DPH 3: Salaries & Employee Benefits Detail

Contract ID	<u>1000007730</u>	Appendix Number	<u>B-3</u>
Program Name	<u>Epiphany Family Treatment (Outpatient Therapeutic Treatment)</u>	Page Number	<u>2</u>
Program Code	<u>38BN3</u>	Fiscal Year	<u>2022-2023</u>
		Funding Notification Date	<u>09/15/22</u>

	TOTAL	251962-10000- 10001670-0001						
Funding Term	07/01/22-06/30/23	07/01/22-06/30/23						
Position Title	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries
Licensed Clinical Social Worker	0.15	17,910	0.15	17,910				
Licensed Clinical Social Worker	0.84	77,455	0.84	77,455				
Clinical Director/Licensed Psychologist	0.14	78,570	0.14	78,570				
		-						
		-						
Totals:	1.13	173,935	1.13	173,935				

Employee Benefits:	9.40%	16,357	9.40%	16,357				
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TOTAL SALARIES & BENEFITS		190,292		190,292				
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Appendix B - DPH 4: Operating Expenses Detail

Contract ID <u>100007730</u>		Appendix Number <u>B-3</u>		
Program Name <u>Epiphany Family Treatment (Outpatient Therapeutic Treatment)</u>		Page Number <u>3</u>		
Program Code <u>38BN3</u>		Fiscal Year <u>2022-2023</u>		
		Funding Notification Date <u>09/15/22</u>		
Expense Categories & Line Items	TOTAL	251962-10000-10001670-0001		
Funding Term	07/01/22-06/30/23	07/01/22-06/30/23		
Computer Hardware/Software	1,913	1,913		
	-			
Materials & Supplies Total:	1,913	1,913		
TOTAL OPERATING EXPENSE				
	1,913	1,913		

Appendix B - DPH 6: Contract-Wide Indirect Detail

Contractor Name	Mount St. Joseph-St. Elizabeth	Page Number	1
Contract ID	1000007730	Fiscal Year	2022-2023
		Funding Notification Date	10/16/20
1. SALARIES & EMPLOYEE BENEFITS			
	Position Title	FTE	Amount
	Executive Director	0.15	19,800
	Controller	0.15	16,200
	Human Resources Director	0.25	23,920
	Human Resources Assistant	0.10	4,992
	Receptionist	0.44	17,650
	Maintenance Manager	0.70	56,700
	Maintenance Assistant	0.70	36,968
	Maintenance Assistant	0.70	35,090
	Counselors		4,528
	Subtotal:	3.19	215,847
	Employee Benefits:	11.1%	23,959
	Total Salaries and Employee Benefits:		239,807
2. OPERATING COSTS			
	Expenses (Use expense account name in the ledger.)		Amount
	Payroll, HR and Accounting software		6,000
	Recruitment		6,462
	Insurance		1,200
	Total Operating Costs		13,662
	Total Indirect Costs		253,469

APPENDIX D

Data Access and Sharing Terms

Article 1 Access

1.1 Revision to Scope of Access (RSA):

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

1.2 Primary and Alternate Agency Site Administrator.

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

1.2.1 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 credentialling 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 # 1000007730**

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 01/01/2018 (“Agreement”), the City hereby directs Contractor to destroy all Protected Information that Contractor and its agents and subcontractors (collectively “Contractor”) still maintain in any form. Contractor may retain no copies of destroyed Protected Information.” Destruction must be in accordance with the guidance of the Secretary of the U.S. Department of Health and Human Services (“Secretary”) regarding proper destruction of PHI.

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

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

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

So Certified

Signature

Title:

Date:

APPENDIX E



San Francisco Department of Public Health
Business Associate Agreement

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

RECITALS

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

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

1. Definitions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Obligations of Business Associate.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3. Termination.

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

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

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

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

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

4. Amendment to Comply with Law.

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

5. Reimbursement for Fines or Penalties.

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

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

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

Office of Compliance and Privacy Affairs
San Francisco Department of Public Health
101 Grove Street, Room 330, San Francisco, CA 94102
Email: compliance.privacy@sfdph.org
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 supervisorial 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 SFPDH must complete this form. Retain completed Attestations in your files for a period of 7 years. Be prepared to submit completed attestations, along with evidence related to the following items, if requested to do so by SFPDH.

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

I. All Contractors.

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

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

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

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

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

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

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

CITY

CONTRACTOR

Recommended by:

Mount St. Joseph -St. Elizabeth,

DocuSigned by:
Greg Wagner 5/28/2020 | 8:36 AM PDT
28527524752949F... Date
Greg Wagner
Chief Financial Officer
Department of Public Health

DocuSigned by:
Sister Betty Marie Dunkel 5/14/2020 | 11:09 AM PDT
13B80584EAED4C3... Date
Sister Betty Marie Dunkel
Executive Director
Supplier ID: 0000014714

Approved as to Form:

Dennis J. Herrera
City Attorney



By: DocuSigned by:
Louise S. Simpson 5/15/2020 | 4:58 PM PDT
BD54168A4C3B452... Date
Louise S. Simpson
Deputy City Attorney

Approved:

DocuSigned by:
Linda Repola 7/29/2020 | 9:49 AM PDT
42E99F6456504C9... Date
Linda Repola
Supervising Purchaser

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

First Amendment

THIS AMENDMENT (this “Amendment”) is made as of **April 15, 2020**, in San Francisco, California, by and between **Mount St. Joseph -St. Elizabeth**, 100 Masonic Avenue, San Francisco, CA 94118, non-profit entity (“Contractor”), and the City and County of San Francisco, a municipal corporation (“City”), acting by and through its Director of the Office of Contract Administration.

Recitals

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

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

WHEREAS, the Agreement was competitively procured as required by San Francisco Administrative Code Chapter 21.1 through a Request for Proposals (“RFP”), RFP 26-2016 and RFP 1-2017 issued on October 21, 2016 and March 24, 2017, respectively, and this modification is consistent therewith; and

WHEREAS, approval for this Amendment was obtained when the Civil Service Commission approved Contract number PSC 46987-16/17 and PSC 48652-16/17 on February 4, 2019 and December 16, 2019, respectively;

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 (Contract ID #1000007730) dated January 1, 2018, between Contractor and City, as amended by this First Amendment.

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

Article 2 Modifications to the Agreement.

The Agreement is hereby modified as follows:

2.1 **Definitions.** *The following is hereby added to the Agreement as a Definition in Article 1:*

1.10 “Confidential Information” means confidential City information including, but not limited to, personally-identifiable information (“PII”), protected health information (“PHI”), or individual financial information (collectively, “Proprietary or Confidential Information”) that is subject to local, state or federal laws restricting the use and disclosure of such information, including, but not limited to, Article 1, Section 1 of the California Constitution; the California Information Practices Act (Civil Code §

1798 et seq.); the California Confidentiality of Medical Information Act (Civil Code § 56 et seq.); the federal Gramm-Leach-Bliley Act (15 U.S.C. §§ 6801(b) and 6805(b)(2)); the privacy and information security aspects of the Administrative Simplification provisions of the federal Health Insurance Portability and Accountability Act (45 CFR Part 160 and Subparts A, C, and E of part 164); and San Francisco Administrative Code Chapter 12M (Chapter 12M).

2.2 **Term of the Agreement:** *Section 2.1 Term of the Agreement of the Agreement currently reads as follows:*

2.1 The term of this Agreement shall commence on the latter of: (i) January 1, 2018; or (ii) the Effective Date and expire on June 30, 2022, unless earlier terminated as otherwise provided herein.

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

2.1 The term of this Agreement shall commence on January 1, 2018 and expire on June 30, 2023, unless earlier terminated as otherwise provided herein.

2.3 **Compensation.** *Section 3.3 Compensation of the Agreement currently reads as follows:*

3.3.1 **Payment.** Contractor shall provide an invoice to the City on a monthly basis for Services completed in the immediate preceding month, unless a different schedule is set out in Appendix B, "Calculation of Charges." Compensation shall be made for Services identified in the invoice that the Director of Health, in his or her sole discretion, concludes has been satisfactorily performed. Payment shall be made within 30 calendar days of receipt of the invoice, unless the City notifies the Contractor that a dispute as to the invoice exists. In no event shall the amount of this Agreement exceed **Four Million One Hundred Seventeen Thousand Seventy-Five Dollars (\$4,117,075)**. 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.

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

3.3.1 **Payment.** Contractor shall provide an invoice to the City on a monthly basis for Services completed in the immediate preceding month, unless a different schedule is set out in Appendix B, "Calculation of Charges." Compensation shall be made for Services identified in the invoice that the Director of Health, in his or her sole discretion, concludes has been satisfactorily performed. Payment shall be made within 30 calendar days of receipt of the invoice, unless the City notifies the Contractor that a dispute as to the invoice exists. In no event shall the amount of this Agreement exceed **Nine Million Three Hundred Seventy-One Thousand, Five Hundred Fifty-One Dollars (\$9,371,551)**. 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.

2.4 **Federal and/or State Funded Contracts.** *The following section is hereby added to the Agreement in Article 3, replacing the previous Section 3.3.7 in its entirety:*

3.3.7 Federal and/or State Funded Contracts.

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

(b) Grant Terms. The funding for this Agreement is provided in full or in part by a Federal or State Grant to the City. As part of the terms of receiving the funds, the City is required to incorporate some of the terms into this Agreement. The incorporated terms may be found in Appendix J, "Grant Terms." To the extent that any Grant Term is inconsistent with any other provisions of this Agreement such that Contractor is unable to comply with both the Grant Term and the other provision(s), the Grant Term shall apply.

(c) Contractor shall insert each Grant Term into each lower tier subcontract. Contractor is responsible for compliance with the Grant Terms by any subcontractor, lower-tier subcontractor or service provider.

2.5 **Assignment.** *The following are hereby added to Article 4 of the Agreement, replacing the previous Section 4.5 in its entirety:*

4.5 **Assignment.** The Services to be performed by Contractor are personal in character. Neither this Agreement, nor any duties or obligations hereunder, may be directly or indirectly assigned, novated, hypothecated, transferred, or delegated by Contractor, or, where the Contractor is a joint venture, a joint venture partner, (collectively referred to as an "Assignment") unless first approved by City by written instrument executed and approved in the same manner as this Agreement in accordance with the Administrative Code. The City's approval of any such Assignment is subject to the Contractor demonstrating to City's reasonable satisfaction that the proposed transferee is: (i) reputable and capable, financially and otherwise, of performing each of Contractor's obligations under this Agreement and any other documents to be assigned, (ii) not forbidden by applicable law from transacting business or entering into contracts with City; and (iii) subject to the jurisdiction of the courts of the State of California. A change of ownership or control of Contractor or a sale or transfer of substantially all of the assets of Contractor shall be deemed an Assignment for purposes of this Agreement. Contractor shall immediately notify City about any Assignment. Any purported Assignment made in violation of this provision shall be null and void.

2.6 **Required Coverages.** *The following section is hereby added to Article 5, replacing the previous Section 5.1 in its entirety:*

(a) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than \$1,000,000 each accident, injury, or illness; and

(b) Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence for Bodily Injury and Property Damage, including Contractual Liability,

Personal Injury, Products and Completed Operations; policy must include Abuse and Molestation coverage; and

(c) Commercial Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence, "Combined Single Limit" for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.

(d) Professional Liability Insurance, applicable to Contractor's profession, with limits not less than \$1,000,000 for each claim with respect to negligent acts, errors or omissions in connection with the Services.

(e) Reserved. (Technology Errors and Omissions Coverage)

(f) Contractor shall maintain in force during the full life of the agreement Cyber and Privacy Insurance with limits of not less than \$500,000 per occurrence. Such insurance shall include coverage for liability arising from theft, dissemination, and/or use of confidential information, including but not limited to, bank and credit card account information or personal information, such as name, address, social security numbers, protected health information or other personally identifying information, stored or transmitted in electronic form.

5.1.2 Commercial General Liability and Commercial Automobile Liability Insurance policies must be endorsed to name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees.

5.1.3 Contractor's Commercial General Liability and Commercial Automobile Liability Insurance policies shall provide that such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that the insurance applies separately to each insured against whom claim is made or suit is brought.

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

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

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

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

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

5.1.9 The Workers’ Compensation policy(ies) shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors. If Contractor will use any subcontractor(s) to provide Services, Contractor shall require the subcontractor(s) to provide all necessary in

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

2.7 **Withholding.** *The following is hereby added to Article 7 of the Agreement:*

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

2.8 **Termination for Default; Remedies.** *The following section is hereby added to the Agreement in Article 8, replacing the previous Section 8.2.1 in its entirety:*

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

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

3.5	Submitting False Claims.	10.10	Alcohol and Drug-Free Workplace
4.5	Assignment	10.13	Working with Minors
Article 5	Insurance and Indemnity	11.10	Compliance with Laws
Article 7	Payment of Taxes	13.3	Business Associate Agreement

(b) Contractor fails or refuses to perform or observe any other term, covenant or condition contained in this Agreement, including any obligation imposed by ordinance or statute and incorporated by reference herein, and such default is not cured within ten days after written notice thereof from City to Contractor. If Contractor defaults a second time in the same manner as a prior default cured by Contractor, City may in its sole discretion immediately terminate the Agreement for default or grant an additional period not to exceed five days for Contractor to cure the default.

2.9 **Rights and Duties upon Termination or Expiration.** *The following section is hereby added to the Agreement in Article 8, replacing the previous Section 8.4.1 in its entirety:*

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

3.3.2	Payment Limited to Satisfactory Services		9.1	Ownership of Results
3.3.7	Federal and/or State Funded Contracts		9.2	Works for Hire
3.4	Audit and Inspection of Records		11.6	Dispute Resolution Procedure
3.5	Submitting False Claims		11.7	Agreement Made in California; Venue
Article 5	Insurance and Indemnity		11.8	Construction
6.1	Liability of City		11.9	Entire Agreement
6.3	Liability for Incidental and Consequential Damages		11.10	Compliance with Laws
Article 7	Payment of Taxes		11.11	Severability
8.1.6	Payment Obligation		13.3	Business Associate Agreement

2.10 **10.4.** *The following section is hereby added to the Agreement in Article 10, replacing the previous Section 10.4 in its entirety:*

10.4 **Consideration of Salary History.** Contractor shall comply with San Francisco Administrative Code Chapter 12K, the Consideration of Salary History Ordinance or "Pay Parity Act." Contractor is prohibited from considering current or past salary of an applicant in determining whether to hire the applicant or what salary to offer the applicant to the extent that such applicant is applying for employment to be performed on this Agreement or in furtherance of this Agreement, and whose application, in whole or part, will be solicited, received, processed or considered, whether or not through an interview, in the City or on City property. The ordinance also prohibits employers from (1) asking such applicants about their current or past salary or (2) disclosing a current or former employee's salary history without that employee's authorization unless the salary history is publicly available. Contractor is subject to the enforcement and penalty provisions in Chapter 12K. Information about and the text of Chapter 12K is available on the web at <https://sfgov.org/olse/consideration-salary-history>. Contractor is required to comply with all of the applicable provisions of 12K, irrespective of the listing of obligations in this Section.

2.11 **Minimum Compensation Ordinance.** *The following section is hereby added to the Agreement in Article 10, replacing the previous Section 10.7 in its entirety:*

10.7 **Minimum Compensation Ordinance.** If Administrative Code Chapter 12P applies to this contract, Contractor shall pay covered employees no less than the minimum compensation required by San Francisco Administrative Code Chapter 12P, including a minimum hourly gross compensation, compensated time off, and uncompensated time off. Contractor is subject to the enforcement and penalty provisions in Chapter 12P. Information about and the text of the Chapter 12P is available on the web at <http://sfgov.org/olse/mco>. Contractor is required to comply with all of the applicable provisions of 12P, irrespective of the listing of obligations in this Section. By signing and executing this Agreement, Contractor certifies that it complies with Chapter 12P.

2.12 **Health Care Accountability Ordinance.** *The following section is hereby added to the Agreement in Article 10, replacing the previous Section 10.8 in its entirety:*

10.8 **Health Care Accountability Ordinance.** If Administrative Code Chapter 12Q applies to this contract, Contractor shall comply with the requirements of Chapter 12Q. For each Covered Employee, Contractor shall provide the appropriate health benefit set forth in Section 12Q.3 of the HCAO. If Contractor chooses to offer the health plan option, such health plan shall meet the minimum standards set forth by the San Francisco Health Commission. Information about and the text of the Chapter 12Q, as well as the Health Commission's minimum standards, is available on the web at <http://sfgov.org/olse/hcao>. Contractor is subject to the enforcement and penalty provisions in Chapter 12Q. Any Subcontract entered into by Contractor shall require any Subcontractor with 20 or more employees to comply with the requirements of the HCAO and shall contain contractual obligations substantially the same as those set forth in this Section.

2.13 **Limitations on Contributions.** *The following section is hereby added to the Agreement in Article 10, replacing the previous Section 10.11 in its entirety:*

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

2.14 **Distribution of Beverages and Water.** *The following section is hereby added to the Agreement in Article 10, replacing the previous Section 10.17 in its entirety:*

10.17 **Distribution of Beverages and Water.**

10.17.1 **Sugar-Sweetened Beverage Prohibition.** Contractor agrees that it shall not sell, provide, or otherwise distribute Sugar-Sweetened Beverages, as defined by San Francisco Administrative Code Chapter 101, as part of its performance of this Agreement.

10.17.2 **Packaged Water Prohibition.** Contractor agrees that it shall not sell, provide, or otherwise distribute Packaged Water, as defined by San Francisco Environment Code Chapter 24, as part of its performance of this Agreement.

2.15 **General Provisions.** *The following sections are hereby added to Article 11 General Provisions of the Agreement, replacing the previous Section, 11.3 Payment Card Industry (“PCI”), Section 11.13 Order of Precedence, and Section 11.14 Additional Terms in their entirety:*

11.3 **Incorporation of Recitals.** The matters recited above are hereby incorporated into and made part of this Agreement.

11.13 **Order of Precedence.** Contractor agrees to perform the services described below in accordance with the terms and conditions of this Agreement, implementing task orders, the RFQ, and Contractor's proposal dated July 8, 2015. The RFQ and Contractor's proposal are incorporated by reference as though fully set forth herein. Should there be a conflict of terms or conditions, this Agreement and any implementing task orders shall control over the RFP and the Contractor's proposal. If the Appendices to this Agreement include any standard printed terms from the Contractor, Contractor agrees that in the event of discrepancy, inconsistency, gap, ambiguity, or conflicting language between the City's terms and Contractor's printed terms attached, the City's terms shall take precedence, followed by the procurement issued by the department, Contractor's proposal, and Contractor's printed terms, respectively.

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

2.16 **Department Specific Terms.** *The following are hereby added to Article 12 of the Agreement, replacing the previous Section 12.1 in its entirety as follows:*

Article 11 Department Specific Terms

12.2 **Exclusion Lists and Employee Verification.** Upon hire and monthly thereafter, Contractor will check the exclusion lists published by the Office of the Inspector General (OIG), General Services Administration (GSA), and the California Department of Health Care Services (DHCS) to ensure that any employee, temporary employee, volunteer, consultant, or governing body member responsible for oversight, administering or delivering state or federally-funded services who is on any of these lists is excluded from (may not work in) your program or agency. Proof of checking these lists must be retained for seven years.

12.3 **Materials Review.**

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

12.4 **Emergency Response.**

CONTRACTOR will develop and maintain an Agency Disaster and Emergency Response Plan containing Site Specific Emergency Response Plan(s) for each of its service sites. The Plan should include site specific plans to respond at the time of an emergency (emergency response plans) and plans to continue essential services after a disaster (continuity of operations plans). The agency-wide plan should address disaster coordination between and among service sites. CONTRACTOR will update the Agency/site(s) plan as needed and CONTRACTOR will train all employees regarding the provisions of the plan for their Agency/site(s). CONTRACTOR will attest on its annual Community Programs' Contractor Declaration of Compliance whether it has developed and maintained an Agency Disaster and Emergency Response Plan, including a site specific emergency response plan and a continuity of operations plan for each of its service sites. CONTRACTOR is advised that Community Programs Contract Compliance Section staff will review these plans during a compliance site review. Information should be kept in an Agency/Program Administrative Binder, along with other contractual documentation requirements for easy accessibility and inspection.

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

2.17 **Data and Security.** *Article 13 Data and Security is hereby added and incorporated to the Agreement, with the following sections:*

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

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

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

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

13.3 **Business Associate Agreement.** The parties acknowledge that CITY is a Covered Entity as defined in the Healthcare Insurance Portability and Accountability Act of 1996 ("HIPAA") and is required to comply with the HIPAA Privacy Rule governing the access, 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) (04-12-2018)
 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.

13.4 **Management of City Data and Confidential Information**

13.4.1 **Access to City Data.** City shall at all times have access to and control of all data given to Contractor by City in the performance of this Agreement ("City Data" or "Data"), and shall be able to retrieve it in a readable format, in electronic form and/or print, at any time, at no additional cost.

13.4.2 **Use of City Data and Confidential Information.** Contractor agrees to hold City's Confidential Information received from or created on behalf of the City in strictest confidence. Contractor shall not use or disclose City's Data or Confidential Information except as permitted or required by the Agreement or as otherwise authorized in writing by the City. Any work using, or sharing

or storage of, City's Confidential Information outside the United States is subject to prior written authorization by the City. Access to City's Confidential Information must be strictly controlled and limited to Contractor's staff assigned to this project on a need-to-know basis only. Contractor is provided a limited non-exclusive license to use the City Data or Confidential Information solely for performing its obligations under the Agreement and not for Contractor's own purposes or later use. Nothing herein shall be construed to confer any license or right to the City Data or Confidential Information, by implication, estoppel or otherwise, under copyright or other intellectual property rights, to any third-party. Unauthorized use of City Data or Confidential Information by Contractor, subcontractors or other third-parties is prohibited. For purpose of this requirement, the phrase "unauthorized use" means the data mining or processing of data, stored or transmitted by the service, for commercial purposes, advertising or advertising-related purposes, or for any purpose other than security or service delivery analysis that is not explicitly authorized.

13.4.3 Disposition of Confidential Information. Upon termination of Agreement or request of City, Contractor shall within forty-eight (48) hours return all Confidential Information which includes all original media. Once Contractor has received written confirmation from City that Confidential Information has been successfully transferred to City, Contractor shall within ten (10) business days purge all Confidential Information from its servers, any hosted environment Contractor has used in performance of this Agreement, work stations that were used to process the data or for production of the data, and any other work files stored by Contractor in whatever medium. Contractor shall provide City with written certification that such purge occurred within five (5) business days of the purge.

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

2.18 **Appendices A and A-4.** Appendices A and A-3, dated 1/01/2018, are hereby replaced in their entirety by Appendices A and A-4, dated 4/15/2020, attached to this Amendment and fully incorporated within the Agreement.

2.19 **Appendices B and B-4.** Appendices B and B-3, dated 1/01/2018, are hereby replaced in their entirety by Appendices B and B-4, dated 4/15/2020, attached to this Amendment and fully incorporated within the Agreement.

2.20 **Appendix E.** Appendix E is hereby replaced in its entirety by Appendix E dated 4/12/2018, attached to this Amendment and fully incorporated within the Agreement.

2.21 **Appendix J.** Appendix J dated 1/01/2018 is hereby replaced in its entirety by Appendix J dated 4/15/2020, attached to this Amendment and fully incorporated within the Agreement.

Article 3 Effective Date

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

Article 4 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.

Appendix A

Scope of Services – DPH Behavioral Health Services

1. Terms

- | | |
|---|---|
| A. Contract Administrator | N. Patients' Rights |
| B. Reports | O. Under-Utilization Reports |
| C. Evaluation | P. Quality Improvement |
| D. Possession of Licenses/Permits | Q. Working Trial Balance with Year-End Cost Report |
| E. Adequate Resources | R. Harm Reduction |
| F. Admission Policy | S. Compliance with Behavioral Health Services Policies and Procedures |
| G. San Francisco Residents Only | T. Fire Clearance |
| H. Grievance Procedure | U. Clinics to Remain Open |
| I. Infection Control, Health and Safety | V. Compliance with Grant Award Notices |
| 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 | |

2. Description of Services

3. Services Provided by Attorneys

1. Terms

A. Contract Administrator:

In performing the Services hereunder, Contractor shall report to **Valerie Wiggins**, Program Manager for the City, or 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. BHS Electronic Health Records 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.”

Mt. St. Joseph - St. Elizabeth
First Amendment
April 15, 2020

U. Clinics to Remain Open:

Outpatient clinics are part of the San Francisco Department of Public Health Behavioral Health Services (BHS) Mental Health Services public safety net; as such, these clinics are to remain open to referrals from the BHS 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.

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 Epiphany Residential Step-Down
- Appendix A-2 Epiphany Residential
- Appendix A-3 Epiphany Family Treatment Program (Outpatient Therapeutic Treatment)
- Appendix A-4 Epiphany Recovery Services

1. Identifiers:

Program Name: Epiphany Residential Step Down
 Program Address: 1615 Broderick
 City, State, ZIP: San Francisco, CA 94115
 Telephone: (415) 567-8370
 Fax: (415) 292-5531
 Website Address: TheEpiphanyCenter.org
 Contractor Address: 100 Masonic Avenue
 City, State, ZIP: San Francisco, CA 94118
 Person Completing this Narrative: Sister Betty Marie Dunkel – Executive Director
 Suzi Desmond – Chief Operating Officer
 Mari Cris – Chief Financial Officer
 Telephone: (415) 567-8370
 Email Address: sisterbettymarie@theEpiphanyCenter.org
sdesmond@theEpiphanyCenter.org
sistermaricris@theepiphanycenter.org
 Program Code(s): 38812

2. Nature of Document:

Original Contract Amendment Revision to Program Budgets (RPB)

3. Goal Statement:

The Epiphany Center Step Down Program serves woman-identified, with or without children, who have successfully completed a minimum of 30 days of a residential treatment program. The qualifying individuals will successfully complete the Epiphany Center Step Down application and intake process, and upon acceptance, will be provided a safe living space in which to grow in their recovery skills and assisted in achieving their goals to live independently. While residing in the Epiphany Center Step Down Program, it is required that clients will also participate in recovery outpatient services. Step Down clients, regardless of race, religion or nationality, will receive Step Down Program supportive services for up to one year. Spanish speaking staff will be available as needed to assist communication and program participation.

4. Target Population:

Anyone identifying as female, inclusive of all races and ethnicities, 18 years of age or older, with substance use problems, mental health issues, pregnant, parenting children 0-4 years, or without children, a resident of San Francisco, who has successfully completed at least 30 days of residential treatment, and in need of supportive transitional housing services are target population. Priority will be given to high-risk patient populations:

- a) Perinatal clients;
- b) Perinatal IV drug user;
- c) People defined as ‘high utilizers’;
- d) Other people on the SUD priority list for RSD

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

These modalities will be provided to **14 women** at any one time, and for **15 unduplicated clients** for the year in the step-down residential program:

- Supportive Living Environment;

- Weekly House meetings;
- UA's: random and upon suspicion

6. Methodology:

Direct Client Services:

A. Outreach, recruitment, promotion, and advertisement

Outreach: Epiphany Center Program Director and Program Assistant will outreach to SF residential treatment programs to secure applications to the Epiphany Center Step Down Program, and publicize openings through the agency website, Face Book and notifications through DPH.

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

The Epiphany Step Down Admission, Enrollment and Intake Criteria and Process are as follows:

- Female-identified, 18 years of age and older, may be pregnant, without children, or with children 3 years or under at the time of admission, or be in the process of reunification with children 3 years or under.
- Primary substance use problems: Heroin, cocaine, methamphetamine, fentanyl, marijuana, alcohol, poly-drugs. Co-occurring mental health issues are expected.
- No physical disabilities which preclude participation in the program structure, and/or program activities.

All of the above criteria are ultimately determined by the staff according to all relative factors concerning the client involved. Services are terminated for both parent and child whenever there is evidence that the level of service does not meet the requirements of the Standards for Drug Treatment Programs and Federal Regulations, or the needs of the client. Services will also be terminated upon acts of violence or bringing drugs and/or paraphernalia on premises. At the time of discharge, when possible, clients have a discharge plan with appropriate referrals made to other programs.

C. Service delivery model

Epiphany Center's Step-Down residential staff strive to provide a welcoming, compassionate Program with a focus on building strong, supportive relationships. The weekly House meeting focuses on improving living together in transition from an intensive treatment program to a more independent living arrangement. House meetings may include reviewing house rules as well as addressing challenges developing amongst residents and the enhancement of systems to best address any issues that may become potentially problematic. Household routines and chores are a part of building a new lifestyle and giving to the community.

Each Step-Down resident must be actively involved in a job, in school or looking for employment to remain in the Step-Down program. Each Step-Down Client must also be actively engaged in Recovery Service or Out-Patient Services.

Hours of Operation

The Epiphany Step-Down program operates every day throughout the year, 24 hours per day.

Wrap-around Services

For mothers with infants and/or toddlers, the Epiphany Center provides therapeutic childcare, early intervention services for prenatal drug exposure, developmental assessments, a Pediatric Clinic, a

Children’s Mental Health Clinic and dyadic playgroups. Each child must be enrolled full-time in an early childhood program.

Participation in AA/NA meetings and Sponsor

Residents in the Step-Down Program must attend at least 3 AA/NA meetings a week, and be actively involved with a Sponsor.

Recovery Services

Epiphany Center provides Recovery Services at 100 Masonic Avenue, Bldg. B, to ensure that each resident has the needed support to assist in deepening their insight and recovery, achieving individual goals, locating permanent housing, and identifying suitable employment opportunities.

Residential Bed Capacity

The program has capacity for 14 adult client beds, the contract funds 10 beds. There is also a capacity for 10 children from 0 to 4 years of age.

D. Discharge Planning and exit criteria and process

Discharge Planning

At Step-Down intake, the Transitional Residential Treatment Specialist, meets with each resident to review all program rules, regulations and procedures. The one- year residential time frame is discussed and permanent housing options are extensively explored.

E. Program staffing

The Step-Down program is staffed by a Transitional Residential Treatment Specialist and with a live-in counselor, who may or may not be the same staff person. The Program Director, Residential Treatment Specialist and/or Executive Director are available for emergencies.

F. Vouchers – N/A

7. Objectives and Measurements

“All objectives, and descriptions of how objectives will be measured, are contained in the BHS document entitled BHS AOA Performance Objectives FY 19-20, which is located at www.sfdph.org/cdta.”

8. Continuous Quality Improvement:

Epiphany Center’s CQI activities include the following:

A. Achievement of Contract Performance Objectives

- The CQI Coordinator (Program Director) and/or Treatment Specialist assures that clients’ individualized Plans are reviewed and updated every 30 days to ensure that each woman is actively working towards full independence. The revised Plan is maintained in client’s file.

9. Required Language:

1. While the primary language spoken and written at Epiphany Step-Down is English, interpretative services will be provided for any non-English speaker or writer, including American Sign Language either in person or through on-line services.
2. This program will comply with daily bed count reporting as requested by the county.

1. Identifiers:

Program Name: Epiphany Residential
 Program Address: 100 Masonic Avenue
 City, State, ZIP: San Francisco, CA 94118
 Telephone: (415) 567-8370
 Fax: (415) 292-5531
 Website Address: TheEpiphanyCenter.org

 Contractor Address: 100 Masonic Avenue
 City, State, ZIP: San Francisco, CA 94118
 Person Completing this Narrative: Sister Betty Marie Dunkel – Executive Director
 Suzi Desmond – Chief Operating Officer
 Mari Cris – Chief Financial Officer

 Telephone: (415) 567-8370
 Email Address: sisterbettymarie@theEpiphanyCenter.org;
 sdesmond@theEpiphanyCenter.org;
 sistermaricris@theepiphanycenter.org

 Program Code(s): 3843PNR, 3843NP

2. Nature of Document:

New Contract Amendment Revision to Program Budgets

3. Goal Statement:

Individuals identifying as female inclusive of all ethnicities, entering Epiphany Center's residential drug treatment program will gain recovery skills and insight, strong parenting skills, and their young children will have positive developmental outcomes. The services will focus on the unique cultural and linguistic needs of any identifying female eligible and admitted into treatment services.

4. Target Population:

The Target Population is adult woman-identified, of all races and ethnicities, over 18 with substance use challenges, mental health issues, who may be pregnant, and / or parenting children 0-3 years, or without children, and are residents of San Francisco and eligible for our program (ASAM Designated 3.1 Facility).

Modality(s)/Intervention(s):

These modalities will be provided for 60 unduplicated clients in residential treatment.

- Individual and group sessions for 20 hours/week;
- Case Management;
- Crisis Intervention;
- Drug Education and Relapse Prevention information;
- Life skills training, e.g. cooking, household management;
- Parenting support;
- Referrals for housing or transitional programs;
- Medication Assisted Treatment (MAT) referrals:
- Medication management;
- Referrals to mental health services.

5. Methodology:

A. Outreach:

Intake Clinicians do outreach to TAP and to partnering agencies when openings in the program occur. The Epiphany Center partners with Child Welfare workers, Family Treatment Court, neighborhood health centers, the County Jail, and San Francisco General Hospital for referrals to the Epiphany Center. Clients of all ethnicities and cultures are also referred by Homeless Prenatal Program, detox programs, and other treatment programs.

B. Admission and Intake by Intake Clinician:

The Epiphany Center's Admission, Enrollment and Intake Criteria, and Process are as follows:

- Adult women- identified (18 and over), of all races and populations, may be pregnant, without children, or with children under four years of age at the time of admission, or be in the process of reunification with children under 4 years of age.
- Primary substance use problems: Heroin, cocaine, methamphetamine, fentanyl, marijuana, alcohol, poly-drugs. Co-occurring mental health problems are expected.
- In cases of probation, or parole, the probation/parole officer must be notified and all parties formulate an agreeable contract prior to admission.
- No physical or psychiatric disabilities which preclude participation in the program structure and/or program activities.
- Individual seeking treatment must be willing to accept program rules and structural limitations prior to admission.
- Admission and intake contingent upon Program receiving authorization from TAP.

All of the above criteria are ultimately determined by the staff according to all relative factors concerning the client involved. Services are terminated for both parent and child whenever there is evidence that the level of service is incompatible with client's needs and / or does not meet requirements of the Standards for Drug Treatment Programs and Federal Regulations. At the time of discharge, when possible, clients have a discharge plan with appropriate referrals to other programs.

C. Service Delivery Model

- Residential Treatment Services - As a State licensed facility, the Epiphany Residential Treatment Facility provides 24-hour care and supervision by Residential Treatment Counselors for women-identified and their young children. Epiphany Center staff strive to provide a welcoming, compassionate program with a focus on building strong, supportive relationships. The Epiphany Center has used evidence-based model, "Seeking Safety" for the past 7 years to promote trauma-informed services. Groups focus on building positive communication skills, growth in self-esteem, and on lifelong recovery skills. Treatment services will be adapted as necessary to assure that the ethnic and cultural needs of each individual eligible and admitted to the Epiphany Residential Program are met.

Hours of Operation

- The Residential Treatment Facility is staffed every day throughout the year, 24 hours per day. The Treatment Program is maintained Monday-Friday 9:00 a.m. – 3:15 p.m.. Additional groups are also run in the evenings and weekends.

Strategies for Service Delivery/Duration

- Residential treatment services are provided in an attractive, clean, trauma informed care environment that focuses on healing, building self-esteem and developing life skills. There is a

predicable schedule and structure, clear guidelines for behavior, and women and children are treated with respect and dignity. Household routines and chores are part of building a new lifestyle and giving to the community. Clients learn or review basic housekeeping skills, money management and social/recreational skills, parenting skills, and building a positive support system in the community. Recovery, life skills, and parenting groups are held daily from 9:15 to 3:15. Clients also attend evening and weekend recovery support meetings to include: Alcoholics Anonymous (AA), Narcotics Anonymous (NA), Life Ring, Smart Recovery, Co-Dependents Anonymous (CODA) and Crystal Methamphetamine Anonymous (CMA).

Phases of Treatment

- The following treatment levels are stages of treatment in the Epiphany Residential Program. Immediately upon intake, the Residential Treatment Specialist and/or counselors provide orientation to the Residential Program and Resident Handbook guidelines. During this time the client also works with their intake clinician to arrange appointments for any medical, prenatal, mental health, or income needs. Transportation is provided.

Level 1 - The client attends Recovery and other groups and participates in the residential groups and daily routine. She is on orientation phase and has support from staff to appointments for the first 30 days of TAP authorized treatment. She doesn't leave residence without staff support. Upon meeting medical eligibility the client then progresses to the additional treatment phases:

Criteria to move to Level 2:

- Consistently meeting with outside therapist
- Connected with housing resources
- Attended all required groups consistently
- Have attended all groups with active participation
- Followed all guidelines as outlined in the Resident Handbook
- A relapse prevention plan in place
- Attended the required three 12-step meetings (or other self-help group) per week
- Completed or working towards treatment objectives for this Level.
- Actively working with AA/NA Sponsor

Criteria to move to Level 3:

- Attends and actively participates in all required groups.
- Consistently working toward meeting treatment plan goals.
- Demonstrates openness and honesty in communication with peers in groups and in daily living and not on a behavioral contract.
- Demonstrates consistent, responsible behavior in managing time for care of self and child, for household chores, for attendance at 12-step meetings
- Completes all treatment objectives for this Level.
- Continuation of consistent work with Sponsor, outside psychotherapist

Level 3 - During this phase the client is working on a discharge plan and is consistently utilizing tools for a strong recovery. The client has made a Level 4 plan and is actively working toward meeting goals for a GED, enrolled in college classes or a vocational program, or is working at a volunteer or paid job.

Clients must return to the Residence Sunday – Thursday by 10:00 pm and on Friday and Saturday by 11:00 pm. The client may request a one night weekend pass while progressing through this level. At this level, the client must consistently demonstrate the behaviors listed for the previous phases. Serious violations of guidelines may result in a return to a previous level.

Level 4- During this phase the client will have stable employment and /or pursuing educational goals. Further, will have identified appropriate housing options. She will have maintained residential curfews as did in level 3 and will continue to demonstrate appropriate behavior as listed in all previous levels.

Following a planned discharge from the Epiphany Residential Program, the client may continue to use the Epiphany Childcare Center, the Pediatric Clinic, the Children’s Mental Health Clinic, the Family Enrichment Program, and the In-Home Services Program.

Wrap-around Services

For mothers with infants or toddlers, the Epiphany Center provides therapeutic childcare, early intervention services for prenatal drug exposure, developmental assessments, a Pediatric Clinic, and a Children’s Mental Health Clinic.

Residential Bed Capacity

The program is licensed for 26 beds, the contract funds 20 beds. The license also allows for up to 20 children 0 to 3.

Linkages

The agency has memoranda of understanding with other providers to provide mental health services, detox services, vocational and educational support, transitional housing, and health services:

- San Francisco City College, John Adams Campus for vocational and educational opportunities;
- JVS for vocational training;
- Casa de las Madres for domestic violence services;
- Infant Parent Program, UCSF for parent child therapy and staff consultation;
- Bayview Hunter’s Point, RAMS for mental health services;
- Maxine Hall for health services.

D. Discharge Planning and Exit Criteria

Discharge Planning

Upon a clients completion of program (expiration of medical necessity), the recovery therapist meets with each woman to develop and document an individualized strategy that will assist her in maintaining a strong relapse prevention plan. The discharge treatment planning process is inclusive of the goals identified in the treatment plan, and includes referrals to appropriate resources. These referrals can include a step-down process to transitional living programs or to stable housing.

After care

After discharge from the Epiphany Center, clients may request additional support from the Residential Treatment Specialist and Intake Clinicians in the form of phone calls (24/7) for advice and support. All former clients and graduates are invited to attend bi-annual (April and October) reunion dinners at the Epiphany Center.

E. Program Staffing

How	What	Where	Why	By Whom
Individual Sessions	Case Management And Recovery	100 Masonic Intake Clinician’s office	To oversee treatment plan and relapse prevention plan;	Intake Clinician (LPHA) Recovery Therapist (LPHA)

			to make referrals as needed	
Groups: 5-7 daily groups including split / pull-out groups based upon client need	Trauma-informed, Co-Occurring, substance use Psychoeducation	100 Masonic Group room	Provide format for women to begin recovery	AOD Registered and / or certified counselor /LPHA
Individual and group sessions	Life skills, money, management, relapse prevention plans, CBT, seeking Safety	100 Masonic Group rooms, computer lab	Provide skill training for self-sufficiency and regulation; establish and maintain recovery and decrease relapse rates	AOD Registered or Certified Counselors, Intake Clinicians, LPHA
Individual and group sessions	Parenting skills training	100 Masonic Parenting rooms	Growth in positive parenting styles	LCSW / LPHA (not funded by CBHS)
Individual and group sessions	Health Assessments, Health education, provider referrals	100 Masonic Group rooms	Assessment of health needs, STD/HIV and other health issues	Registered Nurse (not funded by CBHS)

7) Objectives and Measurements:

All objectives, and descriptions of how objectives will be measured, are contained in the BHS document entitled [BHS Adult and Older Adult Performance Objectives FY 19-20](http://www.sfdph.org/cdta), located at www.sfdph.org/cdta.

8) Continuous Quality Improvement:

Epiphany Center's CQI activities include the following:

A. Achievement of Contract Performance Objectives

- The CQI Coordinator (Program Director) ensures that clients' treatment plans are reviewed and updated every 30 days to determine if the goals are met or continued.

B. Documentation of Quality and Internal Audits

- All client charts are reviewed by the CQI Coordinator or Assistant Program Director for accuracy, ensuring that all required client information is documented, reported, and/or filed in client chart and on Avatar according to CBHS rules, policies, and procedures.
- The CQI Coordinator or Assistant Program Director reviews client charts every month or as needed and informs staff for identified deficiencies and errors, and requests immediate correction and/or follow-up.
- The CQI Coordinator or Assistant Program Director ensures that potential clients are assessed at intake using the Addiction Severity Index form (ASI) to determine substance abuse issues and need.
- The CQI Coordinator or Assistant Program Director checks with staff during weekly meetings to ensure that all new clients have a treatment plan within 14 days after admission. All client treatment plans must address client issues with goals/objectives, presenting problems, target and duration period dates.

C. Measurement of Cultural Competency of Staff and Services

- Epiphany staff strive to match clients in diversity for race, ethnicity, sexual orientation, and recovery. We offer two cultural competency in-service trainings for staff each year along with on-line training options. Agency staff also attend cultural training workshops conducted by CBHS and other agencies.

D. Client Satisfaction

- The CQI /QA Coordinator conducts internal client satisfaction surveys on a quarterly basis. The staff reviews and discusses the survey results. The survey data results determine which program services need to be enhanced, improved, or deemed unnecessary. For those services or areas that need to be improved, the staff decides on an action plan for areas that need improvement, with a time frame of 30 days. If the area of improvement deals with staff performance, the QA coordinator outlines a corrective action plan, specifying areas of concern and a performance improvement objective plan for staff.
- Town hall meetings are held once a month on the first Thursday of the month. This is a forum where clients and staff come together to discuss issues or problems presented by the clients. The town hall meeting is facilitated by the clients and supported by staff. Some issues presented in the meeting are resolved in the meeting. Other issues are taken to the Multidisciplinary Team that meets on Tuesdays for discussion and resolution. The staff then informs the clients of the resolution offered by the team.

9) Required Language:

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

1. Identifiers:

Program Name: Epiphany Family Treatment/ Outpatient Therapeutic Treatment
(Mental Health)

Program Address: 100 Masonic Avenue
City, State, ZIP: San Francisco, CA 94118
Telephone: (415) 567-8370
Fax: (415) 292-5531
Website Address: TheEpiphanyCenter.org

Contractor Address: 100 Masonic Avenue
City, State, ZIP: San Francisco, CA 94118
Person Completing this Narrative: Sister Betty Marie Dunkel – Executive Director
Suzi Desmond – Chief Operating Officer
Mari Cris – Chief Financial Officer

Telephone: (415) 567-8370
Email Address: sisterbettymarie@theEpiphanyCenter.org
sdesmond@theEpiphanyCenter.org
sistermaricris@theepiphanycenter.org

Program Code(s): 38BN3

2. Nature of Document:

Original Contract Amendment Revision to Program Budgets (RPB)

3. Goal Statement:

The goal of the Epiphany Family Treatment Program (EFTP) is to strengthen family functioning, improve child mental health, early identification of emotional/ behavioral problems, reduce the risk of child abuse and neglect, and improve the parent-child relationship of individuals and families of all races and populations eligible for services, and are residents of San Francisco.

4. Target Population:

Infants, children, and adolescents 0 - 21 years of age of all races and populations whose functioning has been affected by parental substance abuse, separation due to out-of-home placement, are in the process of reunification, have experienced trauma, and other stressors on the family.

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

The modality is outpatient mental health services to children and their families that include developmental CANS clinical assessments and CANS treatment plans. The interventions include:

- Short-term (up to 1 year) Individual and family therapeutic services;
- Crisis intervention;
- Case management;
- Case conferences.

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

The EFTP services are advertised at the San Francisco Public Library, the Talk Line, and other community resource lists. The EFTP partners with Early Head Start, other childcare centers,

Homeless Prenatal Program, Family Treatment Court, Neighborhood Health Centers, the County Jail, and San Francisco General Hospital.

B. Admission, enrollment and/or intake criteria

- Infants, children, and adolescents of all races and populations, between the ages of 0-21 at risk for, or have psychiatric problems, and receive SF Medical or Healthy Families insurance benefits, and meet EPSDT Medi-Cal eligibility; have an approved DSM V diagnosis, a significant impairment or deterioration in an important area of functioning.
- Clients are either in their parents' custody, foster care, relative care, or group homes or in the process of family reunification.
- No physical or psychiatric disabilities which preclude participation in the therapeutic services.
- Clients must be willing to attend regularly scheduled clinic sessions.

C. Service Delivery Model

The EFTP is located at 100 Masonic Avenue in the first floor office located adjacent to the main entrance of the building. Spaces include two play therapy rooms and individual offices for staff and interns that also accommodate family sessions.

The service delivery model includes:

- CANS Assessments and CANS Treatment Plans of Care that formulated within 60 days of episode opening and reassessments annually.
- A Documentation Compliance Check List between the clinician and supervisor to ensure that all documentation meets compliance requirements.
- All open clinical cases go through an initial PURQC process at 1 year. Three committee members from the clinic have expertise to enhance clinical decision making processes and suggest various evidence based practices. This process functions as a clinical consultation for clinical supervisors to make authorization decisions based on meaningful clinical information.
- All CANS Assessments and Treatment Plans of Care are done by Licensed Therapists and Post graduate interns trained and certified in their use.
- Weekly individual psychotherapy by Licensed Therapists and post graduate interns with weekly supervision.
- Collateral family therapy and psychoeducation and developmental guidance provided by therapists.

Service Delivery Model and Hours of Operation:

Individual and Family Therapeutic services are provided Monday- Friday between the hours of 8:00 a.m. and 7:00 p.m..

Strategies for Service Delivery/Duration:

- Therapists receive clinical training from BHS regarding how to work effectively with clients and how to engage clients and families; attend annual trainings on how to advance the development and of well-defined, culturally appropriate competencies for caregiver and youth engagement in the CANS Assessment and Treatment process;
- Therapists perform accurate CANS Assessments and are certified and recertified annually on the CANS assessments (CYF 0-4 and the CYF 5-18 years);

- Therapists create achievable treatment plans with client goals and measurable objectives utilizing the CANS 0-18 Treatment Plan of Care
- Therapists monitor treatment goals, and review and problem solve with client/family progressing towards goal achievement;
- Regular schedule of reassessment and treatment goals are in line with BHS performance requirements. Clients are reassessed annually from the date of Episode opening.
- Clients are discharged based on achievement of treatment goals and the decision of the PURQC committee.
- All open clinical cases go through an initial PURQC process at 1 year. This process functions as a clinical consultation for clinical supervisors to make authorization decisions based on meaningful clinical information and to determine discharge planning.

D. Exit Criteria and Discharge Planning

- Discharge Planning is based on Successful Completion of the therapy and agreed upon by client/family and therapist. Once agreed upon therapist spends the last month of therapy preparing the client/family for discharge. At the time of discharge a CANS Closing Summary is completed showing improved areas of functioning.
- If warranted client/family is referred to other types of community services, such as after school programs, tutoring, and interactive parenting classes.
- Therapist informs the client/family that it is possible to resume therapy if symptoms are such that they meet the criteria for medical necessity.
- Sometimes, discharge is based on the fact that client has moved to another county at which time, therapist works with the ACCESS team from the other county for a continuance of mental health services upon family request.

E. Program Staffing

- The Epiphany Family Treatment Program is staff by three licensed therapists (FTE 1.15) and one post graduate intern. The staff are well informed in trauma focused therapy and evidenced based practices for the target population. Three of the staff members, including the three licensed therapists comprise the Program Utilization Review Quality Committee (PURQC). This committee chooses to authorize and/or provide clinical recommendations concerning continued services, treatment directions or intensity of services. The committee utilizes the Documentation Compliance Check List proved by CBHS to ensure all documentation meets compliance.
- All of the therapists have clinical experience in providing direct clinical services with the target population and have been providing therapy at the EFTP for a minimum of two years. Each therapist is certified on the CANS Assessment and complies with all necessary deadlines for assessments and treatment plans of care. They also comply with training for quality assurance and HIPPA compliance. The staff use clinical tools and data from the CANS assessment to make meaningful clinical decision regarding treatment and discharge based on the clinicians' recommendations for discharge, and the families' wishes, while drawing on their expertise to make ethical decisions that are in the client's and families' best interests, and that meet quality assurance.

7. Objectives and Measurements:

All objectives, and descriptions of how objectives will be measured, are contained in the BHS document entitled BHS Children, Youth and Families Performance Objectives FY 19-20 located at www.sfdph.org/cda.

8. Continuous Quality Improvement:

- **Monitoring for Achievement of Contract Performance Objectives**

The contract performance objectives are monitored jointly between CBHS and the Clinical Director. Reports are sent to the Clinical Director that highlight the areas: certification on the CANS assessment; regularly scheduled super-user calls; initial assessment and treatment plans within a 30 business days of episode opening; reassessments; and treatment plans. The initial overall composite score obtained was 20 which indicated that program achieved between 90-100% of objective. The lowest score in the area of initial CANS improved to 100% of initial CANS in the last report.

- **Description of Internal Chart Quality Audit**

The Clinical Director attends all required CBHS contractor's meetings to ensure accurate mental health billing and client charts. The Clinical Director will utilize the Documentation Compliance Check List provided by Behavioral Health Services, Children, Youth and Families System of Care to ensure that all charts are current and ready for audit. The Clinical Director and interns attend all trainings on AVATAR and MYAVATAR and are certified and recertified annually on the CANS to ensure meeting contract performance objectives. All CANS assessments and Treatment plans are completed within the necessary time period. The Clinical Director carefully monitors all client charts monthly to ensure that all necessary consent forms are signed and in the chart as well as all signed treatment plans. Additionally, the Clinical Director monitors that all initial service authorization and reauthorization forms are submitted to the PURQC committee within the necessary time period. The PURQC committee also meets quarterly or as needed to discuss reauthorization of clients that may exceed one year of treatment to review current mental health status and the need for new treatment goals.

- **Cultural Competency of Staff and Services**

The Clinical Director participates in monthly clinical conference calls with CBHS to ensure culturally competent assessment and treatment planning, and attends annual training in the engagement in culturally appropriate competencies with youth and families. The Clinical Director also contributed to the development of a working document that outlines the engagement of culturally appropriate competencies. Her contribution was used as a comprehensive model of excellence at previous trainings with CBHS.

- **Client Satisfaction**

All client satisfaction surveys have been completed by clients with a success rate of 95 to 100%. All data from the surveys have consistently demonstrated commendable client satisfaction that exceeds standards. The clinic staff use the data to ensure compliance with standards.

- **CANS measurement analysis**

The Clinical Director works with CBHS on an Agency Clinic Formulation to identify promising intervention practices which demonstrate that children experience meaningful improvement based on the CANS assessment and Treatment Plan of Care. The Clinic Formulation is then analyzed and compared to other county-wide agencies to improve local expertise and system outcomes for children in San Francisco County.

9. Required Language:

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

1. Identifiers:

Program Name: Epiphany Recovery Services
 Program Address: 1615 Broderick
 City, State, ZIP: San Francisco, CA 94115
 Telephone: (415) 567-8370
 Fax: (415) 292-5531
 Website Address: TheEpiphanyCenter.org

Contractor Address: 100 Masonic Avenue
 City, State, ZIP: San Francisco, CA 94118
 Person Completing this Narrative: Sister Betty Marie Dunkel – Executive Director
 Suzi Desmond – Chief Operating Officer
 Raj Kooner – Chief Financial Officer

Telephone: (415) 567-8370
 Email Address: sisterbettymarie@theEpiphanyCenter.org
sdesmond@theEpiphanyCenter.org
sistermaricris@theepiphanycenter.org

Program Code(s): 38812

2. Nature of Document:

Original Contract Amendment Revision to Program Budgets (RPB)

3. Goal Statement:

Epiphany Recovery Services program is designed to emphasize the client's central role in healthcare management; promote the use of effective self-management support strategies, as well as provide internal and external community resources to support ongoing self-management. *A client who identifies as a woman, with or without children, and has successfully completed an intense recovery program, and was accepted into the Epiphany Step-Down program, will be provided Recovery Services to assist in the achievement of personal goals to maintain sobriety, and to provide safe and appropriate nurturing for their children, if any, and to obtain employment, education and permanent housing for a maximum stay of one year. After-care services may also be available, if deemed appropriate, by the Recovery Services team, which consists of the Program Director, Case Workers, and Family Support Specialist for woman with children.*

4. Target Population:

Self-identified women of all ethnicities and backgrounds, with or without children, living in the City and County of San Francisco, and are in residence in the Epiphany Step-Down program.

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

These modalities will be provided for 15 unduplicated clients for the year in residential treatment, using a case managers, therapists and LPHAs.

- **Recovery Monitoring**, including recovery coaching and monitoring via telephone / telehealth;
- **Substance Abuse Assistance**, and relapse prevention;
- **Support for Education and Job Skills**, such as linkages to life skills, employment services, job training, and education services;
- **Family Support**, such as linkages to childcare, parent education, child development support services, and family / marriage education;
- **Support Groups**, including linkages to self-help and faith-based support; and,

- **Ancillary Services**, such as linkages to housing assistance, transportation, case management, and individual services coordination.

6. Methodology:

Direct Client Services

- A. Outreach, recruitment, promotion, and advertisement—NA
- B. Admission, enrollment and/or intake criteria and process where applicable
- C. Service delivery model

Epiphany Center's Recovery Services will follow each woman's individual goal and/or treatment plan, and consists of a variety of activities, and individual and group sessions enhance the capacity to maintain sobriety, build strong, supportive relationships, secure housing, a job or education.

Hours of Operation

The Epiphany Recovery Services will be provided Monday through Saturdays, with hours dependent on clients' schedules.

Residential Services Capacity

The program has capacity for 13 clients, and the contract funds up to 10 clients at any given time.

Location of Recovery Services

Recovery Services will be offered at 100

- D. Discharge Planning and exit criteria and process

Discharge planning for Recovery Services begins at intake into the Step-Down program, the Case Manager meets with each woman to develop and document an individualized strategy that will assist her in maintaining a continued alcohol and drug free lifestyle. The intake meeting will also include mandatory participation in Recovery Services to assist the client to achieve her personal goals leading to independence, specifically related to work, education, and/or housing. The Case Manager will coordinate the provision of Recovery Services for each woman according to individual schedules.

The discharge planning process is inclusive of the goals identified, and includes referrals to appropriate resources, focusing on economic security and permanent and safe housing.

- E. Program staffing

Recovery Services are staffed by the Program Director, two Case managers/therapists, Family Support Specialist and Infant Mental Health Specialist, as necessary. Practitioners in fields such as budgeting, cooking, and acupuncture will be brought in for specified times as determined and needed.

- F. Vouchers – N/A

7. Objectives and Measurements

“All objectives, and descriptions of how objectives will be measured, are contained in

the BHS document entitled BHS AOA Performance Objectives FY19-20.”

8. Continuous Quality Improvement:

Epiphany Center’s CQI activities include the following:

A. Achievement of Contract Performance Objectives

- *The CQI Coordinator (Program Director) and/or Case Manager assure that clients’ individualized plans are reviewed and updated every 60-90 days to assure that each woman is actively working towards full independence. The new recovery plan is entered in Avatar and a copy filed in client’s chart by staff.*

9. Required Language:

- *While the primary language spoken and written at Epiphany Step-Down is English, interpretative services will be provided for any non-English speaker or writer, including American Sign Language either in person or through on-line services.*
- *The program will comply with daily bed count reporting as requested by the county.*

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 3.1.1, 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."

2. Program Budgets and Final Invoice

A. Program is listed below:

- Appendix B-1 Epiphany Residential Step-Down
- Appendix B-2 Epiphany Residential
- Appendix B-3 Epiphany Family Treatment Program (Outpatient Therapeutic Treatment)
- Appendix B-4 Epiphany Recovery Services

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 **Nine Million Three Hundred Seventy-One Thousand, Five Hundred Fifty-One Dollars (\$9,371,551)** for the period of **January 1, 2018 through June 30, 2023**.

CONTRACTOR understands that, of this maximum dollar obligation, **\$562,980** 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 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.

Original			
January 1, 2018	through	June 30, 2018	\$408,440
July 1, 2018	through	June 30, 2019	\$1,200,493
July 1, 2019	through	June 30, 2020	\$2,508,142
Amendment #1			
July 1, 2020	through	June 30, 2021	\$ 1,581,311
July 1, 2021	through	June 30, 2022	\$ 1,636,498
July 1, 2022	through	June 30, 2023	\$ 1,473,687
Subtotal			\$ 8,808,571
Contingency			\$ 562,980
TOTAL			\$ 9,371,551

CONTRACTOR understands that the CITY may need to adjust sources of revenue and agrees that these needed adjustments will become part of this Agreement by written modification to CONTRACTOR. In event that such reimbursement is terminated or reduced, this Agreement shall be terminated or proportionately reduced accordingly. In no event will CONTRACTOR be entitled to compensation in excess of these amounts for these periods without there first being a modification of the Agreement or a revision to Appendix B, Budget, as provided for in this section of this Agreement.

3. 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	01121				Appendix B, Page 4	
Contractor Name	Mount St. Joseph-St. Elizabeth				Fiscal Year	
Contract ID	100007730				2019-2020	
Appendix Number	B-1	B-2	B-3	B-4		
Provider Number	383881	383843	38BN	383881		
Program Name	Epiphany Residential Step-Down	Epiphany Residential	Epiphany Family Treatment	Epiphany Recovery Services		
Program Code	38812	3843PNR, 3843NP	38BN3	3843RS		
Funding Term	07/01/19-06/30/20	07/01/19-06/30/20	07/01/19-06/30/20	07/01/19-06/30/20		
FUNDING USES						TOTAL
Salaries	\$ 137,777	\$ 674,096	\$ 146,271	\$ 48,390		\$ 1,006,534
Employee Benefits	\$ 15,307	\$ 74,869	\$ 16,250	\$ 5,376		\$ 111,802
Subtotal Salaries & Employee Benefits	\$ 153,084	\$ 748,965	\$ 162,521	\$ 53,766		\$ 1,118,336
Operating Expenses	\$ 118,605	\$ 82,611	\$ 10,101	\$ -		\$ 211,317
Capital Expenses						\$ -
Subtotal Direct Expenses	\$ 271,689	\$ 831,576	\$ 172,622	\$ 53,766		\$ 1,329,653
Indirect Expenses	\$ 40,597	\$ 123,905	\$ 25,795	\$ 8,034		\$ 198,331
Indirect %	14.9%	14.9%	14.9%	14.9%		14.9%
TOTAL FUNDING USES	\$ 312,286	\$ 955,481	\$ 198,417	\$ 61,800		\$ 1,527,984
						12.04%
BHS MENTAL HEALTH FUNDING SOURCES						
MH CYF Fed SDMC FFP (50%)			\$ 92,500			\$ 92,500
MH CYF State 2011 PSR-EPSDT			\$ 89,500			\$ 89,500
MH CYF County General Fund			\$ 16,417			\$ 16,417
TOTAL BHS MENTAL HEALTH FUNDING SOURCES	\$ -	\$ -	\$ 198,417	\$ -		\$ 198,417
BHS SUD FUNDING SOURCES						
SUD Fed - SAPT Perinatal Set-Aside, CFDA 93.959	\$ 312,286					\$ 312,286
SUD Fed - DMC FFP, CFDA 93.778		\$ 109,867		\$ 35,100		\$ 144,967
Federal Perinatal Drug Medi-Cal FFP, CFDA 93.778		\$ 109,867				\$ 109,867
State Perinatal DMC		\$ 59,159				\$ 59,159
SUD County - General Fund		\$ 586,399		\$ 7,800		\$ 594,199
SUD County - General Fund (MCO)		\$ 31,030				\$ 31,030
State General Fund (ODS Waiver)		\$ 59,159				\$ 59,159
SUD State - DMC				\$ 18,900		\$ 18,900
TOTAL BHS SUD FUNDING SOURCES	\$ 312,286	\$ 955,481	\$ -	\$ 61,800		\$ 1,329,567
OTHER DPH FUNDING SOURCES						
						\$ -
TOTAL OTHER DPH FUNDING SOURCES	\$ -		\$ -	\$ -		\$ -
TOTAL DPH FUNDING SOURCES	\$ 312,286	\$ 955,481	\$ 198,417	\$ 61,800		\$ 1,527,984
TOTAL FUNDING SOURCES (DPH AND NON-DPH)	\$ 312,286	\$ 955,481	\$ 198,417	\$ 61,800		\$ 1,527,984

Prepared By: Raj Kooner - Chief Financial Officer

Phone Number: (415) 567-8370 x 4054

Appendix B - DPH 6: Contract-Wide Indirect Detail

Contractor Name	<u>Mount St. Joseph-St. Elizabeth</u>	Page Number	<u>5</u>
Contract ID	<u>1000007730</u>	Fiscal Year	<u>2019-2020</u>

1. SALARIES & EMPLOYEE BENEFITS

Position Title	FTE	Amount
Executive Director	0.29	\$25,831
Chief Financial Officer (CFO)	0.26	\$27,040
Human Resources Manager	0.26	\$22,341
Senior Accountant	0.26	\$18,452
Controller	0.26	\$19,648
Communication Coordinator	0.26	\$13,790
Receptionist	0.26	\$10,208
Maintenance Manager	0.26	\$18,627
Maintenance Assistant	0.26	\$12,676
Subtotal:	2.37	\$168,613
Employee Benefits:	17.6%	\$29,718
Total Salaries and Employee Benefits:		\$198,331
Total Indirect Costs		\$198,331

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

DHCS Legal Entity Number 01121
 Provider Name Mount St. Joseph - St. Elizabeth
 Contract ID 1000007730

Appendix Number B-1
 Page Number 1
 Fiscal Year 2019-2020

Program Name		Epiphany Residential Step-Down			
Program Code		38812	38812		
Mode/SFC (MH) or Modality (SUD)		Res-59-1	Res-59		
Service Description		Recovery Residences Perinatal-Room & Board Only	Recovery Residences - Room & Board Only		
Funding Term (mm/dd/yy-mm/dd/yy):		07/01/19-06/30/20	07/01/19-06/30/20		
FUNDING USES					TOTAL
Salaries & Employee Benefits		\$ 27,419	\$ 125,665	\$	153,084
Operating Expenses		\$ 22,591	\$ 96,014	\$	118,605
Capital Expenses				\$	-
Subtotal Direct Expenses		\$ 50,010	\$ 221,679	\$	271,689
Indirect Expenses		\$ 7,461	\$ 33,136	\$	40,597
Indirect %		14.9%	14.9%		14.9%
TOTAL FUNDING USES		\$ 57,471	\$ 254,815	\$	312,286
BHS SUD FUNDING SOURCES		Dept-Auth-Proj-Activity			
SUD Fed SABG Perinatal Set-Aside, CFDA 93.959	240646-10000-10001681-0003	\$ 57,471	\$ 254,815	\$	312,286
				\$	-
This row left blank for funding sources not in drop-down list				\$	-
TOTAL BHS SUD FUNDING SOURCES		\$ 57,471	\$ 254,815	\$	312,286
TOTAL DPH FUNDING SOURCES		\$ 57,471	\$ 254,815	\$	312,286
NON-DPH FUNDING SOURCES					
This row left blank for funding sources not in drop-down list				\$	-
TOTAL NON-DPH FUNDING SOURCES		\$ -	\$ -	\$	-
TOTAL FUNDING SOURCES (DPH AND NON-DPH)		57,471	254,815		312,286
BHS UNITS OF SERVICE AND UNIT COST					
Number of Beds Purchased		4	10		
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		950	2,920		
Unit Type		Bed Days	Bed Days		
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only)		\$ 60.49	\$ 87.27		
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)		\$ 60.49	\$ 87.27		
Published Rate (Medi-Cal Providers Only)					
Unduplicated Clients (UDC)		4	17		Total UDC 17

Appendix B - DPH 3: Salaries & Employee Benefits Detail

Program Name	<u>Epiphany Residential Step-Down</u>	Appendix Number	<u>B-1</u>
Program Code	<u>100007730</u>	Page Number	<u>2</u>
		Fiscal Year	<u>2019-2020</u>
		Funding Notification Date	

	TOTAL		<u>Dept-Auth-Proj-Activity</u> 240646-10000-10001681-0003					
Funding Term	07/01/19-06/30/20		07/01/19-06/30/20					
Position Title	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries
Chief Operating Officer/Program Director	0.15	19,500	0.15	19,500				
Residential Transitional Specialist	0.15	11,379	0.15	11,379				
Live-In Residential Counselor	0.15	7,020	0.15	7,020				
Non Live-In Residential Counselor	0.60	26,770	0.60	26,770				
Non Live-In Residential Counselor	0.50	22,308	0.50	22,308				
Lead Residential Counselor	1.00	50,800	1.00	50,800				
	-	-						
Totals:	2.55	137,777	2.55	137,777				

Employee Benefits:	11.11%	15,307	11.11%	15,307				
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TOTAL SALARIES & BENEFITS		153,084		153,084				
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Appendix B - DPH 4: Operating Expenses Detail

Program Name	Epiphany Residential Step-Down		Appendix Number	B-1
Contract ID	1000007730		Page Number	3
			Fiscal Year	2019-2020
Expense Categories & Line Items	TOTAL	240646-10000-10001681-0003		
Funding Term	07/01/19-06/30/20	07/01/19-06/30/20		
Rent	60,000	60,000		
Utilities (telephone, electricity, water, gas)	25,000	25,000		
Building Repair/Maintenance	19,105	19,105		
Occupancy Total:	104,105	104,105		
Office Supplies	500	500		
Program Supplies	3,000	3,000		
Computer Hardware and Software	1,000	1,000		
	-			
Materials & Supplies Total:	4,500	4,500		
Staff Recruitment, Training and Development	1,000	1,000		
Insurance	8,000	8,000		
Food	1,000	1,000		
	-			
	-			
General Operating Total:	10,000	10,000		
TOTAL OPERATING EXPENSE	118,605	118,605		

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

DHCS Legal Entity Number	01121	Appendix Number	B-2
Provider Name	Mount St. Joseph-St. Elizabeth	Page Number	1
Contract ID	100007730	Fiscal Year	2019-2020

Program Name	Epiphany Residential				
Program Code	3843PNR	3843NP	3843NP	3843PNR	
Mode/SFC (MH) or Modality (SUD)	ODS-112	ODS-112	Res-58	Res-58-1	
Service Description	ODS Residential 3.1	ODS Residential 3.1	Residential Treatment Services, Room & Board Only	Residential Treatment Services Perinatal, Room & Borad Only	
Funding Term:	07/01/19-06/30/20	07/01/19-06/30/20	07/01/19-06/30/20	07/01/19-06-30/20	
FUNDING USES					TOTAL
Salaries & Employee Benefits	421,750	235,924	44,616	46,675	748,965
Operating Expenses	55,594	13,712	7,682	5,623	82,611
Capital Expenses					-
Subtotal Direct Expenses	477,344	249,636	52,298	52,298	831,576
Indirect Expenses	71,125	37,196	7,792	7,792	123,905
TOTAL FUNDING USES	548,469	286,832	60,090	60,090	955,481
BHS SUD FUNDING SOURCES	Dept-Auth-Proj-Activity				
SUD Fed - DMC FFP, CFDA 93.778	240646-10000-10001681-0003		109,867		109,867
SUD Fed Perinatal DMC FFP, CFDA 93.778	240646-10000-10001681-0003	109,867			109,867
State Perinatal DMC	240646-10000-10001681-0003	59,159			59,159
State General Fund (ODS Waiver)	240646-10000-10001681-0003		59,159		59,159
SUD County - General Fund	240646-10000-10001681-0003	348,413		60,090	586,399
SUD County - General Fund (MCO)	240646-10000-10001681-0003	31,030			31,030
TOTAL BHS SUD FUNDING SOURCES		548,469	286,832	60,090	955,481
OTHER DPH FUNDING SOURCES					
TOTAL OTHER DPH FUNDING SOURCES		-	-	-	-
TOTAL DPH FUNDING SOURCES		548,469	286,832	60,090	955,481
TOTAL FUNDING SOURCES (DPH AND NON-DPH)		548,469	286,832	60,090	955,481
BHS UNITS OF SERVICE AND UNIT COST					
Number of Beds Purchased	20				
SUD Only - Number of Outpatient Group Counseling Sessions					
SUD Only - Licensed Capacity for Narcotic Treatment Programs					
Payment Method	Cost Reimbursement (CR)	Cost Reimbursement (CR)	Cost Reimbursement (CR)	Cost Reimbursement (CR)	
DPH Units of Service	3,982	2,208	2,208	3,982	
Unit Type	Day	Day	Bed Days	Bed Days	
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only)	137.74	129.91	27.21	15.09	
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)	137.74	129.91	27.21	15.09	
Published Rate (Medi-Cal Providers Only)	190.00	190.00			Total UDC
Unduplicated Clients (UDC)	60	60	60	60	60

Prepared By: Raj Kooner - Chief Financial Officer

Phone Number: (415) 567-8370 x 4054

Appendix B - DPH 4: Operating Expenses Detail

Program Name <u>Epiphany Residential</u>		Appendix Number <u>B-2</u>	
Contract ID <u>100007730</u>		Page Number <u>3</u>	
		Fiscal Year <u>2019-2020</u>	
Expense Categories & Line Items	TOTAL	Dept-Auth-Proj-Activity 240646-10000- 10001681-0003	
Funding Term	07/01/19-06/30/20	07/01/19-06/30/20	
Utilities (telephone, electricity, water, gas)	15,000	15,000	
Building Repair/Maintenance	9,000	9,000	
Occupancy Total:	24,000	24,000	-
Office Supplies	3,000	3,000	
Program Supplies	750	750	
	-		
Materials & Supplies Total:	3,750	3,750	-
Training/Staff Development	2,800	2,800	
Insurance	10,000	10,000	
General Operating Total:	12,800	12,800	-
Local Travel	1,111	1,111	
Staff Travel Total:	1,111	1,111	-
Daniel Taube, PhD, Psychologist \$177.78/hr x 1 hr/wk x 45 wks	8,000	8,000	
John Kolenda, Licensed Acupuncturist \$245/day x 20 days/mo x 3 mos	14,700	14,700	
Cheryl Feldman, Licensed Marriage and Family Therapist \$85/hr x 5hrs/wk x 10 wks	4,250	4,250	
Consultant/Subcontractor Total:	26,950	26,950	-
Other (provide detail):	-		
Food	14,000	14,000	
Other Total:	14,000	14,000	-
TOTAL OPERATING EXPENSE	82,611	82,611	-

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

DHCS Legal Entity Number <u>01121</u>		Appendix Number <u>B-3</u>		
Provider Name <u>Mount St. Joseph-St. Elizabeth</u>		Page Number <u>1</u>		
Contract ID <u>100007730</u>		Fiscal Year <u>2019-2020</u>		
Program Name	Epiphany Family Treatment			
Program Code	38BN3			
Mode/SFC (MH) or Modality (SUD)	15/10-57, 59			
Service Description	OP-MH Svcs			
Funding Term:	07/01/19-06/30/20			
FUNDING USES				TOTAL
Salaries & Employee Benefits	162,521			162,521
Operating Expenses	10,101			10,101
Capital Expenses				-
Subtotal Direct Expenses	172,622	-	-	172,622
Indirect Expenses	25,795			25,795
TOTAL FUNDING USES	198,417	-	-	198,417
BHS MH FUNDING SOURCES	Dept-Auth-Proj-Activity			
MH CYF Fed SDMC FFP (50%)	251962-10000-10001670-0001	92,500		92,500
MH CYF State 2011 PSR-EPST	251962-10000-10001670-0001	89,500		89,500
MH CYF County General Fund	251962-10000-10001670-0001	14,279		14,279
MH CYF County GF WO CODB	251962-10000-10001670-0001	2,138		2,138
TOTAL BHS MENTAL HEALTH FUNDING SOURCES		198,417	-	198,417
TOTAL DPH FUNDING SOURCES		198,417	-	198,417
NON-DPH FUNDING SOURCES				
TOTAL FUNDING SOURCES (DPH AND NON-DPH)		198,417	-	198,417
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)			
DPH Units of Service	64,500			
Unit Type	Staff Minutes			
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only)	3.08			
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)	3.08			
Published Rate (Medi-Cal Providers Only)	3.29			
Unduplicated Clients (UDC)	20			20
Prepared By: Raj Kooner - Chief Financial Officer		Phone Number: (415) 567-8370 x 4054		

Appendix B - DPH 3: Salaries & Employee Benefits Detail

Program Name Epiphany Family Treatment
 Program Code 100007730

Appendix Number B-3
 Page Number 2
 Fiscal Year 2019-2020

	TOTAL		251962-10000-10001670-0001					
Funding Term	07/01/19-06/30/20		07/01/19-06/30/20					
Position Title	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries
Licensed Clinical Social Worker	0.15	16,885	0.15	16,885				
Licensed Clinical Social Worker	0.70	55,130	0.70	55,130				
Clinical Director/Licensed Psychologist	0.70	74,256	0.70	74,256				
		-						
		-						
		-						
Totals:	1.55	146,271	1.55	146,271				

Employee Benefits:	11.11%	16,250	11.11%	16,250				
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TOTAL SALARIES & BENEFITS		162,521		162,521				
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Appendix B - DPH 4: Operating Expenses Detail

Program Name <u>Epiphany Family Treatment</u>		Appendix Number <u>B-3</u>	
Contract ID <u>100007730</u>		Page Number <u>3</u>	
		Fiscal Year <u>2019-2020</u>	
Expense Categories & Line Items	TOTAL	<u>Dept-Auth-Proj-Activity</u> 251962-10000- 10001670-0001	
Funding Term	07/01/19-06/30/20	07/01/19-06/30/20	
Utilities (telephone, electricity, water, gas)	6,000	6,000	
Building Repair/Maintenance	2,401	2,401	
Occupancy Total:	8,401	8,401	
Computer Hardware/Software	500	500	
	-		
	-		
	-		
Materials & Supplies Total:	500	500	
Insurance	1,200	1,200	
	-		
	-		
General Operating Total:	1,200	1,200	
TOTAL OPERATING EXPENSE	10,101	10,101	

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

DHCS Legal Entity Number <u>01121</u>		Appendix Number <u>B-4</u>				
Provider Name <u>Mount St. Joseph - St. Elizabeth</u>		Page Number <u>1</u>				
Contract ID <u>1000007730</u>		Fiscal Year <u>2019-2020</u>				
Program Name		Epiphany Recovery Services				
Program Code		3843RS				
Mode/SFC (MH) or Modality (SUD)		ODS-112rsi	ODS-112rsg	ODS-112rscm	ODS-112rsm	
Service Description		ODS RES 3.1 Recovery Services Individual	ODS RES 3.1 Recovery Services Group	ODS RES 3.1 Recovery Services Case Management	ODS RES 3.1 Recovery Services Monitoring	
Funding Term (mm/dd/yy-mm/dd/yy):		07/01/19-06/30/20	07/01/19-06/30/20	07/01/19-06/30/20	07/01/19-06/30/20	
FUNDING USES					TOTAL	
Salaries & Employee Benefits		\$ 17,105	\$ 35,226	\$ 1,000	\$ 435	\$ 53,766
Operating Expenses						\$ -
Capital Expenses						\$ -
Subtotal Direct Expenses		\$ 17,105	\$ 35,226	\$ 1,000	\$ 435	\$ 53,766
Indirect Expenses		\$ 2,556	\$ 5,264	\$ 149	\$ 65	\$ 8,034
Indirect %		14.9%	14.9%	14.9%	14.9%	14.9%
TOTAL FUNDING USES		\$ 19,661	\$ 40,490	\$ 1,149	\$ 500	\$ 61,800
BHS SUD FUNDING SOURCES		Dept-Auth-Proj-Activity				
SUD Fed - DMC FFP, CFDA 93.778	240646-10000-10001681-0003	\$ 11,167	\$ 22,996	\$ 653	\$ 284	\$ 35,100
SUD State - DMC	240646-10000-10001681-0003	\$ 6,013	\$ 12,383	\$ 351	\$ 153	\$ 18,900
SUD County - General Fund	240646-10000-10001681-0003	\$ 2,481	\$ 5,111	\$ 145	\$ 63	\$ 7,800
This row left blank for funding sources not in drop-down list						\$ -
TOTAL BHS SUD FUNDING SOURCES		\$ 19,661	\$ 40,490	\$ 1,149	\$ 500	\$ 61,800
TOTAL DPH FUNDING SOURCES		\$ 19,661	\$ 40,490	\$ 1,149	\$ 500	\$ 61,800
TOTAL FUNDING SOURCES (DPH AND NON-DPH)		19,661	40,490	1,149	500	61,800
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)	Cost Reimbursement (CR)	
DPH Units of Service		490	1,009	29	12	1,541
Unit Type		15 min.	15 min.	15 min.	15 min.	
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only)		\$ 40.10	\$ 40.11	\$ 40.10	\$ 40.10	
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)		\$ 40.10	\$ 40.11	\$ 40.10	\$ 40.10	
Published Rate (Medi-Cal Providers Only)		\$ 40.11	\$ 40.11	\$ 40.11	\$ 40.11	Total UDC
Unduplicated Clients (UDC)		21	21	21	21	21

Appendix B - DPH 3: Salaries & Employee Benefits Detail

Program Name Epiphany Recovery Services
 Contract ID 100007730

Appendix Number B-4
 Page Number 2
 Fiscal Year 2019-2020

	TOTAL		Dept-Auth-Proj-Activity 240646-10000- 10001681-0003			
Funding Term	07/01/19-06/30/20		07/01/19-06/30/20			
Position Title	FTE	Salaries	FTE	Salaries	FTE	Salaries
Chief Operating Officer/Program Director	0.15	19,500	0.15	19,500		
Recovery Services Provider	0.24	11,820	0.24	11,820		
Recovery Services Provider	0.10	4,992	0.10	4,992		
Recovery Services Provider	0.10	6,000	0.10	6,000		
Recovery Therapist	0.10	6,078	0.10	6,078		
		-				
		-				
		-				
Totals:	0.69	48,390	0.69	48,390		

Employee Benefits:	11.11%	5,376	11.11%	5,376		
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TOTAL SALARIES & BENEFITS		53,766		53,766		
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APPENDIX E



San Francisco Department of Public Health
Mount St. Joseph -St. Elizabeth

Business Associate Agreement

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

RECITALS

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

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

1. Definitions.

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

APPENDIX E



San Francisco Department of Public Health
Mount St. Joseph -St. Elizabeth

Business Associate Agreement

- d. Covered Entity** means a health plan, a health care clearinghouse, or a health care provider who transmits any information in electronic form in connection with a transaction covered under HIPAA Regulations, and shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 C.F.R. Section 160.103.
- e. Data Aggregation** means the combining of Protected Information by the BA with the Protected Information received by the BA in its capacity as a BA of another CE, to permit data analyses that relate to the health care operations of the respective covered entities, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- f. Designated Record Set** means a group of records maintained by or for a CE, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- g. Electronic Protected Health Information** means Protected Health Information that is maintained in or transmitted by electronic media and shall have the meaning given to such term under HIPAA and the HIPAA Regulations, including, but not limited to, 45 C.F.R. Section 160.103. For the purposes of this BAA, Electronic PHI includes all computerized data, as defined in California Civil Code Sections 1798.29 and 1798.82.
- h. Electronic Health Record** means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff, and shall have the meaning given to such term under the HITECH Act, including, but not limited to, 42 U.S.C. Section 17921.
- i. Health Care Operations** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- j. Privacy Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and E.
- k. Protected Health Information or PHI** means any information, including electronic PHI, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Sections 160.103 and 164.501. For the purposes of this BAA, PHI includes all medical information and health insurance information as defined in California Civil Code Sections 56.05 and 1798.82.
- 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.

APPENDIX E



San Francisco Department of Public Health
Mount St. Joseph -St. Elizabeth

Business Associate Agreement

2. Obligations of Business Associate.

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

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

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

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

e. Prohibited Uses and Disclosures. BA shall not use or disclose Protected Information other than as permitted or required by the Agreement and BAA, or as required by law. BA shall not use or disclose Protected Information for fundraising or marketing purposes. BA shall not disclose Protected Information to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the Protected Information solely relates [42 U.S.C. Section 17935(a)

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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 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

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amendment or other documentation to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R Section 164.526. If an individual requests an amendment of Protected Information directly from BA or its agents or subcontractors, BA must notify CE in writing within five (5) days of the request and of any approval or denial of amendment of Protected Information maintained by BA or its agents or subcontractors [45 C.F.R. Section 164.504(e)(2)(ii)(F)].

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

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

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

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

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.

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

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

c. Effect of Termination. Upon termination of the Agreement and this BAA for any reason, BA shall, at the option of CE, return or destroy all Protected Information that BA and its agents and subcontractors still maintain in any form, and shall retain no copies of such Protected Information. If return or destruction is not feasible, as determined by CE, BA shall continue to extend the protections and satisfy the obligations of Section 2 of this BAA to such information, and limit further use and disclosure of such PHI to those purposes that make the return or destruction of the information infeasible [45 C.F.R. Section 164.504(e)(2)(ii)(J)]. If CE elects destruction of the PHI, BA shall certify in writing to CE that such PHI has been destroyed in accordance with the Secretary's guidance regarding proper destruction of PHI.

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

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

4. Amendment to Comply with Law.

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

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.

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

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

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

Contractor Name:		Contractor City Vendor ID	
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PRIVACY ATTESTATION

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

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

I. All Contractors.

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

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

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

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

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

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

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

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

I. All Contractors.

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

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

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

SUBSTANCE USE DISORDER SERVICES such as Drug Medi-Cal, Federal Substance Abuse Block Grant (SABG), Organized Delivery System (DMC-ODS) Primary Prevention or State Funded Services

The following laws, regulations, policies/procedures and documents are hereby incorporated by reference into this Agreement as though fully set forth therein.

Drug Medi-Cal (DMC) services for substance use treatment in the Contractor's service area pursuant to Sections 11848.5(a) and (b) of the Health and Safety Code (hereinafter referred to as HSC), Sections 14021.51 – 14021.53, and 14124.20 – 14124.25 of the Welfare and Institutions Code (hereinafter referred to as W&IC), and Title 22 of the California Code of Regulations (hereinafter referred to as Title 22), Sections 51341.1, 51490.1, and 51516.1, and Part 438 of the Code of Federal Regulations, hereinafter referred to as 42 CFR 438.

The City and County of San Francisco and the provider enter into this Intergovernmental Agreement by authority of Title 45 of the Code of Federal Regulations Part 96 (45 CFR Part 96), Substance Abuse Block Grants (SABG) for the purpose of planning, carrying out, and evaluating activities to prevent and treat substance abuse. SABG recipients must adhere to Substance Abuse and Mental Health Administration's (SAMHSA) National Outcome Measures (NOMs).

The objective is to make substance use treatment services available to Medi-Cal and other non-DMC beneficiaries through utilization of federal and state funds available pursuant to Title XIX and Title XXI of the Social Security Act and the SABG for reimbursable covered services rendered by certified DMC providers.

Reference Documents

Document 1A: Title 45, Code of Federal Regulations 96, Subparts C and L, Substance Abuse Block Grant Requirements

<https://www.gpo.gov/fdsys/granule/CFR-2005-title45-vol1/CFR-2005-title45-vol1-part96>

Document 1B: Title 42, Code of Federal Regulations, Charitable Choice Regulations

<https://www.law.cornell.edu/cfr/text/42/part-54>

Document 1C: Driving-Under-the-Influence Program Requirements

Document 1F(a): Reporting Requirement Matrix – County Submission Requirements for the Department of Health Care Services

Document 1G: Perinatal Services Network Guidelines 2016

Document 1H(a): Service Code Descriptions

Document 1J(a): Non-Drug Medi-Cal Audit Appeals Process

Document 1J(b): DMC Audit Appeals Process

Document 1K: Drug and Alcohol Treatment Access Report (DATAR)

<http://www.dhcs.ca.gov/provgovpart/Pages/DATAR.aspx>

Document 1P: Alcohol and/or Other Drug Program Certification Standards (March 15, 2004)

http://www.dhcs.ca.gov/provgovpart/Pages/Facility_Certification.aspx

Document 1T: CalOMS Prevention Data Quality Standards

Document 1V: Youth Treatment Guidelines

http://www.dhcs.ca.gov/individuals/Documents/Youth_Treatment_Guidelines.pdf

Document 2A: Sobky v. Smoley, Judgment, Signed February 1, 1995

Document 2C: Title 22, California Code of Regulations

<http://ccr.oal.ca.gov>

Document 2E: Drug Medi-Cal Certification Standards for Substance Abuse Clinics (Updated July 1, 2004)

http://www.dhcs.ca.gov/services/adp/Documents/DMCA_Drug_Medi-Cal_Certification_Standards.pdf

Document 2F: Standards for Drug Treatment Programs (October 21, 1981)

http://www.dhcs.ca.gov/services/adp/Documents/DMCA_Standards_for_Drug_Treatment_Programs.pdf

Document 2G Drug Medi-Cal Billing Manual

http://www.dhcs.ca.gov/formsandpubs/Documents/Info%20Notice%202015/DMC_Billing_Manual%20FINAL.pdf

Document 2K: Multiple Billing Override Certification (MC 6700)

Document 2L(a): Good Cause Certification (6065A)

Document 2L(b): Good Cause Certification (6065B)

Document 2P: County Certification - Cost Report Year-End Claim For Reimbursement

Document 2P(a): Drug Medi-Cal Cost Report Forms – Intensive Outpatient Treatment – Non-Perinatal (form and instructions)

Document 2P(b): Drug Medi-Cal Cost Report Forms – Intensive Outpatient Treatment – Perinatal (form and instructions)

Document 2P(c): Drug Medi-Cal Cost Report Forms – Outpatient Drug Free Individual Counseling – Non-Perinatal (form and instructions)

Document 2P(d): Drug Medi-Cal Cost Report Forms – Outpatient Drug Free Individual Counseling – Perinatal (form and instructions)

Document 2P(e): Drug Medi-Cal Cost Report Forms – Outpatient Drug Free Group Counseling – Non-Perinatal (form and instructions)

Document 2P(f): Drug Medi-Cal Cost Report Forms – Outpatient Drug Free Group Counseling – Perinatal (form and instructions)

Document 2P(g): Drug Medi-Cal Cost Report Forms – Residential – Perinatal (form and instructions)

Document 2P(h): Drug Medi-Cal Cost Report Forms – Narcotic Treatment Program – County – Non-Perinatal (form and instructions)

Document 2P(i): Drug Medi-Cal Cost Report Forms – Narcotic Treatment Program – County – Perinatal (form and instructions)

Document 3G: California Code of Regulations, Title 9 – Rehabilitation and Developmental Services, Division 4 – Department of Alcohol and Drug Programs, Chapter 4 – Narcotic Treatment Programs
<http://www.calregs.com>

Document 3H: California Code of Regulations, Title 9 – Rehabilitation and Developmental Services, Division 4 – Department of Alcohol and Drug Programs, Chapter 8 – Certification of Alcohol and Other Drug Counselors
<http://www.calregs.com>

Document 3J: CalOMS Treatment Data Collection Guide
http://www.dhcs.ca.gov/provgovpart/Documents/CalOMS_Tx_Data_Collection_Guide_JAN%202014.pdf

Document 3O: Quarterly Federal Financial Management Report (QFFMR) 2014-15
http://www.dhcs.ca.gov/provgovpart/Pages/SUD_Forms.aspx

Document 3S CalOMS Treatment Data Compliance Standards

Document 3V Culturally and Linguistically Appropriate Services (CLAS) National Standards
<http://minorityhealth.hhs.gov/templates/browse.aspx?lvl=2&lvlID=15>

Document 4D : Drug Medi-Cal Certification for Federal Reimbursement (DHCS100224A)

Document 5A : Confidentiality Agreement

FOR CONTRACTS WITH DRUG MEDI-CAL, FEDERAL SAPT OR STATE FUNDS:

I. Subcontractor Documentation

The provider shall require its subcontractors that are not licensed or certified by DHCS to submit organizational documents to DHCS within thirty (30) days of execution of an initial subcontract, within ninety (90) days of the renewal or continuation of an existing subcontract or when there has been a change in subcontractor name or ownership. Organizational documents shall include the subcontractor's Articles of Incorporation or Partnership Agreements (as applicable), and business licenses, fictitious name permits, and such other information and documentation as may be requested by DHCS.

Records

Contractor shall maintain sufficient books, records, documents, and other evidence necessary for State to audit contract performance and contract compliance. Contractor will make these records available to State, upon request, to evaluate the quality and quantity of services, accessibility and appropriateness of services, and to ensure fiscal accountability. Regardless of the location or ownership of such records, they shall be sufficient to determine the reasonableness, allowability, and allocability of costs incurred by Contractor.

1. Contracts with audit firms shall have a clause to permit access by State to the working papers of the external independent auditor, and copies of the working papers shall be made for State at its request.

2. Providers shall keep adequate and sufficient financial records and statistical data to support the year-end documents filed with State.

3. Accounting records and supporting documents shall be retained for a three-year period from the date the year-end cost settlement report was approved by State for interim settlement. When an audit has been started before the expiration of the three-year period, the records shall be retained until completion of the audit and final resolution of all issues that arise in the audit. Final settlement shall be made at the end of the audit and appeal process. If an audit has not begun within three years, the interim settlement shall be considered as the final settlement.

4. Financial records shall be kept so that they clearly reflect the source of funding for each type of service for which reimbursement is claimed. These documents include, but are not limited to, all ledgers, books, vouchers, time sheets, payrolls, appointment schedules, client data cards, and schedules for allocating costs.

5. Provider's shall require that all subcontractors comply with the requirements of this Section A.

6. Should a provider discontinue its contractual agreement with subcontractor, or cease to conduct business in its entirety, provider shall be responsible for retaining the subcontractor's fiscal and program records for the required retention period. The State Administrative Manual (SAM) contains statutory requirements governing the retention, storage, and disposal of records pertaining to State funds.

If provider cannot physically maintain the fiscal and program records of the subcontractor, then arrangements shall be made with State to take possession and maintain all records.

7. In the expenditure of funds hereunder, and as required by 45 CFR Part 96, Contractor shall comply with the requirements of SAM and the laws and procedures applicable to the obligation and expenditure of State funds.

II Patient Record Retention

Provider agrees to establish, maintain, and update as necessary, an individual patient record for each beneficiary admitted to treatment and receiving services.

Drug Medi-Cal contracts are controlled by applicable provisions of: (a) the W&I, Chapter 7, Sections 14000, et seq., in particular, but not limited to, Sections 14100.2, 14021, 14021.5, 14021.6, 14043, et seq., (b) Title 22, including but not limited to Sections 51490.1, 51341.1 and 51516.1; and (c) Division 4 of Title 9 of the California Code of Regulations (hereinafter referred to as Title 9).

Established by DMC status and modality of treatment, each beneficiary's individual patient record shall include documentation of personal information as specified in either AOD Standards; Title 22; and Title 9. Contractor agrees to maintain patient records in accordance with the provision of treatment regulations that apply.

Providers, regardless of DMC certification status, shall maintain all of the documentation in the beneficiary's individual patient record for a minimum of seven (7) years from the date of the last face-to-face contact between the beneficiary and the provider.

In addition providers shall maintain all of the documentation that the beneficiary met the requirements for good cause specified in Section 51008.5, where the good cause results from beneficiary-related delays, for a minimum of seven (7) years from the date of the last face-to-face contact. If an audit takes place during the three year period, the contractor shall maintain records until the audit is completed.

III. Control Requirements

1) Performance under the terms of this Exhibit A, Attachment I, is subject to all applicable federal and state laws, regulations, and standards. In accepting DHCS drug and alcohol combined program allocation pursuant to HSC Sections 11814(a) and (b), Contractor shall: (i) establish, and shall require its providers to establish, written policies and procedures consistent with the following requirements; (ii) monitor for compliance with the written procedures; and (iii) be held accountable for audit exceptions taken by DHCS against the Contractor and its contractors for any failure to comply with these requirements:

- a) HSC, Division 10.5, commencing with Section 11760;
- b) Title 9, California Code of Regulations (CCR) (herein referred to as Title 9), Division 4, commencing with Section 9000;
- c) Government Code Section 16367.8;
- d) Government Code, Article 7, Federally Mandated Audits of Block Grant Funds Allocated to Local Agencies, Chapter 1, Part 1, Division 2, Title 5, commencing at Section 53130;
- e) Title 42 United State Code (USC), Sections 300x-21 through 300x-31, 300x-34, 300x-53, 300x-57, and 330x-65 and 66;
- f) The Single Audit Act Amendments of 1996 (Title 31, USC Sections 7501-7507) and the Office of Management and Budget (OMB) Circular A-133 revised June 27, 2003 and June 26, 2007.
- g) Title 45, Code of Federal Regulations (CFR), Sections 96.30 through 96.33 and Sections 96.120 through 96.137;
- h) Title 42, CFR, Sections 8.1 through 8.6;
- i) Title 21, CFR, Sections 1301.01 through 1301.93, Department of Justice, Controlled Substances; and,
- j) State Administrative Manual (SAM), Chapter 7200 (General Outline of Procedures)

K) Medi-Cal Eligibility Verification

<http://www.dhcs.ca.gov/provgovpart/Pages/DataUseAgreement.aspx>

Providers shall be familiar with the above laws, regulations, and guidelines and shall assure that its subcontractors are also familiar with such requirements.

2) The provisions of this Exhibit A, Attachment I are not intended to abrogate any provisions of law or regulation, or any standards existing or enacted during the term of this Intergovernmental Agreement.

3) Providers shall adhere to the applicable provisions of Title 45, CFR, Part 96, Subparts C and L, as applicable, in the expenditure of the SABG funds. Document 1A, 45 CFR 96, Subparts C and L, is incorporated by reference.

4) Documents 1C incorporated by this reference, contains additional requirements that shall be adhered to by those Contractors that receive Document 1C. This document is:

a) Document 1C, Driving-Under-the-Influence Program Requirements;

C. In accordance with the Fiscal Year 2011-12 State Budget Act and accompanying law(Chapter 40, Statutes of 2011 and Chapter 13, Statutes of 2011, First ExtraordinarySession), providers that provide Women and Children's Residential TreatmentServices shall comply with the program requirements (Section 2.5, RequiredSupplemental/Recovery Support Services) of the Substance Abuse and Mental HealthServices Administration's Grant Program for Residential Treatment for Pregnant and Postpartum Women, RFA found at <http://www.samhsa.gov/grants/grantannouncements/ti-14-005>.

IV Provider's Agents and Subcontractors

a. To enter into written agreements with any agents, including subcontractors and vendors to whom Contractor provides Department PHI, that impose the same restrictions and conditions on such agents, subcontractors and vendors that apply to providers with respect to such Department PHI under this Exhibit F, and that require compliance with all applicable provisions of HIPAA, the HITECH Act and the HIPAA regulations, including the requirement that any agents, subcontractors or vendors implement reasonable and appropriate administrative, physical, and technical safeguards to protect such PHI. As required by HIPAA, the HITECH Act and the HIPAA regulations, including 45 CFR Sections 164.308 and 164.314, Provider shall incorporate, when applicable, the relevant provisions of this Exhibit F-1 into each subcontract or subaward to such agents, subcontractors and vendors, including the requirement that any security incidents or breaches of unsecured PHI be reported to provider. In accordance with 45 CFR Section 164.504(e)(1)(ii), upon Contractor's knowledge of a material breach or violation by its subcontractor of the agreement between Provider and the subcontractor, Provider shall:

i) Provide an opportunity for the subcontractor to cure the breach or end the violation and terminate the agreement if the subcontractor does not cure the breach or end the violation within the time specified by the Department; or

ii) Immediately terminate the agreement if the subcontractor has breached a material term of the agreement and cure is not possible.

V Breaches and Security Incidents

During the term of this Agreement, Provider agrees to implement reasonable systems for the discovery and prompt reporting of any breach or security incident, and to take the following steps:

a. **Initial Notice to the Department**

(1) To notify the Department **immediately by telephone call or email or fax** upon the discovery of a breach of unsecured PHI in electronic media or in any other media if the PHI was, or is reasonably believed to have been, accessed or acquired by an unauthorized person.

(2) To notify the Department **within 24 hours (one hour if SSA data) by email or fax** of the discovery of any suspected security incident, intrusion or unauthorized access, use or disclosure of PHI in violation of this Agreement or this Exhibit F-1, or potential loss of confidential data affecting this Agreement. A breach shall be treated as discovered by provide as of the first day on which the 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, officer or other agent of provider. Notice shall be provided to the Information Protection Unit, Office of HIPAA Compliance. If the incident occurs after business hours or on a weekend or holiday and involves electronic PHI, notice shall be provided by calling the Information Protection Unit (916.445.4646, 866-866-0602) or by emailing privacyofficer@dhcs.ca.gov. Notice shall be made using the DHCS "Privacy Incident Report" form, including all information known at the time. Provider shall use the most current version of this form, which is posted on the DHCS Information Security Officer website (www.dhcs.ca.gov, then select "Privacy" in the left column and then "Business Partner" near the middle of the page) or use this link: <http://www.dhcs.ca.gov/formsandpubs/laws/priv/Pages/DHCSBusinessAssociatesOnly.aspx> Upon discovery of a breach or suspected security incident, intrusion or unauthorized access, use or disclosure of Department PHI, Provider shall take:

- i) Prompt corrective action to mitigate any risks or damages involved with the breach and to protect the operating environment; and
- ii) Any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations.

b. Investigation and Investigation Report.

To immediately investigate such suspected security incident, security incident, breach, or unauthorized access, use or disclosure of PHI. Within 72 hours of the discovery, Provider shall submit an updated "Privacy Incident Report" containing the information marked with an asterisk and all other applicable information listed on the form, to the extent known at that time, to the Information Protection Unit.

c. Complete Report.

To provide a complete report of the investigation to the Department Program Contract Manager and the Information Protection Unit within ten (10) working days of the discovery of the breach or unauthorized use or disclosure. The report shall be submitted on the "Privacy Incident Report" form and shall include an assessment of all known factors relevant to a determination of whether a breach occurred under applicable provisions of HIPAA, the HITECH Act, and the HIPAA regulations. The report shall also include a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the improper use or disclosure. If the Department requests information in addition to that listed on the "Privacy Incident Report" form, provider shall make reasonable efforts to provide the Department with such information. If, because of the circumstances of the incident, provider needs more than ten (10) working days from the discovery to submit a complete report, the Department may grant a

reasonable extension of time, in which case provider shall submit periodic updates until the complete report is submitted. If necessary, a Supplemental Report may be used to submit revised or additional information after the completed report is submitted, by submitting the revised or additional information on an updated "Privacy Incident Report" form. The Department will review and approve the determination of whether a breach occurred and whether individual notifications and a corrective action plan are required.

d. Responsibility for Reporting of Breaches

If the cause of a breach of Department PHI is attributable to provider or its agents, subcontractors or vendors, provider is responsible for all required reporting of the breach as specified in 42 U.S.C. section 17932 and its implementing regulations, including notification to media outlets and to the Secretary (after obtaining prior written approval of DHCS). If a breach of unsecured Department PHI involves more than 500 residents of the State of California or under its jurisdiction, Contractor shall first notify DHCS, then the Secretary of the breach immediately upon discovery of the breach. If a breach involves more than 500 California residents, provider shall also provide, after obtaining written prior approval of DHCS, notice to the Attorney General for the State of California, Privacy Enforcement Section. If Contractor has reason to believe that duplicate reporting of the same breach or incident may occur because its subcontractors, agents or vendors may report the breach or incident to the Department in addition to provider, provider shall notify the Department, and the Department and provider may take appropriate action to prevent duplicate reporting.

e. Responsibility for Notification of Affected Individuals

If the cause of a breach of Department PHI is attributable to provider or its agents, subcontractors or vendors and notification of the affected individuals is required under state or federal law, provider shall bear all costs of such notifications as well as any costs associated with the breach. In addition, the Department reserves the right to require provider to notify such affected individuals, which notifications shall comply with the requirements set forth in 42U.S.C. section 17932 and its implementing regulations, including, but not limited to, the requirement that the notifications be made without unreasonable delay and in no event later than 60 calendar days after discovery of the breach. The Department Privacy Officer shall approve the time, manner and content of any such notifications and their review and approval must be obtained before the notifications are made. The Department will provide its review and approval expeditiously and without unreasonable delay.

f. Department Contact Information

To direct communications to the above referenced Department staff, the provider shall initiate contact as indicated herein. The Department reserves the right to make changes to the contact information below by giving written notice to the provider. Said changes shall not require an amendment to this Addendum or the Agreement to which it is incorporated.

VI Additional Provisions for Substance Abuse Block Grant (SABG)

A. Additional Intergovernmental Agreement Restrictions

This Intergovernmental Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress, or any statute enacted by the Congress, which may affect the provisions, terms, or funding of this Intergovernmental Agreement in any manner including, but not limited to, 42 CFR 438.610(c)(3).

B. Nullification of DMC Treatment Program SUD services (if applicable)

The parties agree that if the Contractor fails to comply with the provisions of W&I Code, Section 14124.24, all areas related to the DMC Treatment Program SUD services shall be null and void and severed from the remainder of this Intergovernmental Agreement.

In the event the DMC Treatment Program Services component of this Intergovernmental Agreement becomes null and void, an updated Exhibit B, Attachment I shall take effect reflecting the removal of federal Medicaid funds and DMC State General Funds from this Intergovernmental Agreement. All other requirements and conditions of this Intergovernmental Agreement shall remain in effect until amended or terminated.

C. Hatch Act

Provider agrees to comply with the provisions of the Hatch Act (Title 5 USC, Sections 1501-1508), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

D. No Unlawful Use or Unlawful Use Messages Regarding Drugs

Provider agrees that information produced through these funds, and which pertains to drug and alcohol - related programs, shall contain a clearly written statement that there shall be no unlawful use of drugs or alcohol associated with the program. Additionally, no aspect of a drug or alcohol- related program shall include any message on the responsible use, if the use is unlawful, of drugs or alcohol (HSC Section 11999-11999.3). By signing this Intergovernmental Agreement, Contractor agrees that it shall enforce, and shall require its subcontractors to enforce, these requirements.

E. Noncompliance with Reporting Requirements

Provider agrees that DHCS has the right to withhold payments until provider has submitted any required data and reports to DHCS, as identified in this Exhibit A, Attachment I or as identified in Document 1F(a), Reporting Requirement Matrix for Counties.

F. Debarment and Suspension

Contractor shall not subcontract with any party listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp. p. 189) and 12689 (3 CFR part 1989., p. 235), "Debarment and Suspension." SAM exclusions contain the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The Contractor shall advise all subcontractors of their obligation to comply with applicable federal debarment and suspension regulations, in addition to the requirements set forth in 42 CFR Part 1001.

G. Limitation on Use of Funds for Promotion of Legalization of Controlled Substances

None of the funds made available through this Intergovernmental Agreement may be used for any activity that promotes the legalization of any drug or other substance included in Schedule I of Section 202 of the Controlled Substances Act (21 USC 812).

H. Restriction on Distribution of Sterile Needles

No Substance Abuse Block Grant (SABG) funds made available through this Intergovernmental Agreement shall be used to carry out any program that includes the distribution of sterile needles or syringes for the hypodermic injection of any illegal drug unless DHCS chooses to implement a demonstration syringe services program for injecting drug users.

I. Health Insurance Portability and Accountability Act (HIPAA) of 1996

If any of the work performed under this Intergovernmental Agreement is subject to the HIPAA, Contractor shall perform the work in compliance with all applicable provisions of HIPAA. As identified in Exhibit G, DHCS and provider shall cooperate to assure mutual agreement as to those transactions between them, to which this Provision applies. Refer to Exhibit G for additional information.

1) Trading Partner Requirements

a) No Changes. Provider hereby agrees that for the personal health information (Information), it shall not change any definition, data condition or use of a data element or segment as proscribed in the federal HHS Transaction Standard Regulation. (45 CFR Part 162.915 (a))

b) No Additions. Provider hereby agrees that for the Information, it shall not add any data elements or segments to the maximum data set as proscribed in the HHS Transaction Standard Regulation. (45 CFR Part 162.915 (b))

c) No Unauthorized Uses. Contractor hereby agrees that for the Information, it shall not use any code or data elements that either are marked “not used” in the HHS Transaction’s Implementation specification or are not in the HHS Transaction Standard’s implementation specifications. (45 CFR Part 162.915 (c))

d) No Changes to Meaning or Intent. Contractor hereby agrees that for the Information, it shall not change the meaning or intent of any of the HHS Transaction Standard’s implementation specification. (45 CFR Part 162.915 (d))

2) Concurrence for Test Modifications to HHS Transaction Standards

Provider agrees and understands that there exists the possibility that DHCS or others may request an extension from the uses of a standard in the HHS Transaction Standards. If this occurs, Provider agrees that it shall participate in such test modifications.

3) Adequate Testing

Provider is responsible to adequately test all business rules appropriate to their types and specialties. If the Contractor is acting as a clearinghouse for enrolled providers, Provider has obligations to adequately test all business rules appropriate to each and every provider type and specialty for which they provide clearinghouse services.

4) Deficiencies

The Provider agrees to cure transactions errors or deficiencies identified by DHCS, and transactions errors or deficiencies identified by an enrolled provider if the provider is acting as a clearinghouse for that provider. If the provider is a clearinghouse, the provider agrees to properly communicate deficiencies and

other pertinent information regarding electronic transactions to enrolled providers for which they provide clearinghouse services.

5) Code Set Retention

Both Parties understand and agree to keep open code sets being processed or used in this Intergovernmental Agreement for at least the current billing period or any appeal period, whichever is longer.

6) Data Transmission Log

Both Parties shall establish and maintain a Data Transmission Log, which shall record any and all Data Transmission taking place between the Parties during the term of this Intergovernmental Agreement. Each Party shall take necessary and reasonable steps to ensure that such Data Transmission Logs constitute a current, accurate, complete, and unaltered record of any and all Data Transmissions between the Parties, and shall be retained by each Party for no less than twenty-four (24) months following the date of the Data Transmission. The Data Transmission Log may be maintained on computer media or other suitable means provided that, if it is necessary to do so, the information contained in the Data Transmission Log may be retrieved in a timely manner and presented in readable form.

I. Nondiscrimination and Institutional Safeguards for Religious Providers

Contractor shall establish such processes and procedures as necessary to comply with the provisions of Title 42, USC, Section 300x-65 and Title 42, CFR, Part 54, (Reference Document 1B).

J. Counselor Certification

Any counselor or registrant providing intake, assessment of need for services, treatment or recovery planning, individual or group counseling to participants, patients, or residents in a DHCS licensed or certified program is required to be certified as defined in Title 9, CCR, Division 4, Chapter 8. (Document 3H).

K. Cultural and Linguistic Proficiency

To ensure equal access to quality care by diverse populations, each service provider receiving funds from this Intergovernmental Agreement shall adopt the federal Office of Minority Health Culturally and Linguistically Appropriate Service (CLAS) national standards (Document 3V) and comply with 42 CFR 438.206(c)(2).

L. Intravenous Drug Use (IVDU) Treatment

Provider shall ensure that individuals in need of IVDU treatment shall be encouraged to undergo SUD treatment (42 USC 300x-23 and 45 CFR 96.126(e)).

M. Tuberculosis Treatment

Provider shall ensure the following related to Tuberculosis (TB):

- 1) Routinely make available TB services to each individual receiving treatment for SUD use and/or abuse;
- 2) Reduce barriers to patients' accepting TB treatment; and,

3) Develop strategies to improve follow-up monitoring, particularly after patients leave treatment, by disseminating information through educational bulletins and technical assistance.

N. Trafficking Victims Protection Act of 2000

Provider and its subcontractors that provide services covered by this Intergovernmental Agreement shall comply with Section 106(g) of the Trafficking Victims Protection Act of 2000 (22 U.S.C. 7104(g)) as amended by section 1702. For full text of the award term, go to:

<http://uscode.house.gov/view.xhtml?req=granuleid:USC-prelim-title22-section7104d&num=0&edition=prelim>

O. Tribal Communities and Organizations

Provider shall regularly assess (e.g. review population information available through Census, compare to information obtained in CalOMS Treatment to determine whether population is being reached, survey Tribal representatives for insight in potential barriers) the substance use service needs of the American Indian/Alaskan Native (AI/AN) population within the Contractor’s geographic area and shall engage in regular and meaningful consultation and collaboration with elected officials of the tribe, Rancheria, or their designee for the purpose of identifying issues/barriers to service delivery and improvement of the quality, effectiveness and accessibility of services available to AI/NA communities within the Provider’s county.

P. Participation of County Behavioral Health Director’s Association of California.

1) The County AOD Program Administrator shall participate and represent the County in meetings of the County Behavioral Health Director’s Association of California for the purposes of representing the counties in their relationship with DHCS with respect to policies, standards, and administration for AOD abuse services.

2) The County AOD Program Administrator shall attend any special meetings called by the Director of DHCS. Participation and representation shall also be provided by the County Behavioral Health Director’s Association of California.

Q. Youth Treatment Guidelines

Provider shall follow the guidelines in Document IV, incorporated by this reference, “Youth Treatment Guidelines,” in developing and implementing adolescent treatment programs funded under this Exhibit, until such time new Youth Treatment Guidelines are established and adopted. No formal amendment of this Intergovernmental Agreement is required for new guidelines to be incorporated into this Intergovernmental Agreement.

R. Perinatal Services Network Guidelines

Contractor must comply with the perinatal program requirements as outlined in the Perinatal Services Network Guidelines. The Perinatal Services Network Guidelines are attached to this contract as Document 1G, incorporated by reference. The Contractor must comply with the current version of these guidelines until new Perinatal Services Network Guidelines are established and adopted. The incorporation of any new Perinatal Services Network Guidelines into this Contract shall not require a formal amendment. Contractor receiving SABG funds must adhere to the Perinatal Services Network Guidelines, regardless of whether the Contractor exchanges perinatal funds for additional discretionary funds.

S. Restrictions on Grantee Lobbying – Appropriations Act Section 503

- 1) No part of any appropriation contained in this Act shall be used, other than for formal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, or video presentation designed to support or defeat legislation pending before the Congress, except in presentation to the Congress or any State legislative body itself.
- 2) No part of any appropriation contained in this Act shall be used to pay the salary or expenses of any Intergovernmental Agreement recipient, or agent acting for such recipient, related to any activity designed to influence legislation or appropriations pending before the Congress or any State legislature.

T. Byrd Anti-Lobbying Amendment (31 USC 1352)

Contractor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Contractor shall also disclose to DHCS any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

U. Nondiscrimination in Employment and Services

By signing this Intergovernmental Agreement, provider certifies that under the laws of the United States and the State of California, incorporated into this Intergovernmental Agreement by reference and made a part hereof as if set forth in full, Contractor shall not unlawfully discriminate against any person.

V. Federal Law Requirements:

- 1) Title VI of the Civil Rights Act of 1964, Section 2000d, as amended, prohibiting discrimination based on race, color, or national origin in federally funded programs.
- 2) Title IX of the education amendments of 1972 (regarding education and programs and activities), if applicable.
- 3) Title VIII of the Civil Rights Act of 1968 (42 USC 3601 et seq.) prohibiting discrimination on the basis of race, color, religion, sex, handicap, familial status or national origin in the sale or rental of housing.
- 4) Age Discrimination Act of 1975 (45 CFR Part 90), as amended (42 USC Sections 6101 – 6107), which prohibits discrimination on the basis of age.
- 5) Age Discrimination in Employment Act (29 CFR Part 1625).
- 6) Title I of the Americans with Disabilities Act (29 CFR Part 1630) prohibiting discrimination against the disabled in employment.
- 7) Americans with Disabilities Act (28 CFR Part 35) prohibiting discrimination against the disabled by public entities.

- 8) Title III of the Americans with Disabilities Act (28 CFR Part 36) regarding access.
- 9) Rehabilitation Act of 1973, as amended (29 USC Section 794), prohibiting discrimination on the basis of individuals with disabilities.
- 10) Executive Order 11246 (42 USC 2000(e) et seq. and 41 CFR Part 60) regarding nondiscrimination in employment under federal contracts and construction contracts greater than \$10,000 funded by federal financial assistance.
- 11) Executive Order 13166 (67 FR 41455) to improve access to federal services for those with limited English proficiency.
- 12) The Drug Abuse Office and Treatment Act of 1972, as amended, relating to nondiscrimination on the basis of drug abuse.
- 13) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism.

W. State Law Requirements:

- 1) Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Administrative Code, Title 2, Section 7285.0 et seq.).
- 2) Title 2, Division 3, Article 9.5 of the Government Code, commencing with Section 11135.
- 3) Title 9, Division 4, Chapter 8 of the CCR, commencing with Section 10800.
- 4) No state or federal funds shall be used by the Contractor or its subcontractors for sectarian worship, instruction, or proselytization. No state funds shall be used by the Contractor or its subcontractors to provide direct, immediate, or substantial support to any religious activity.
- 5) Noncompliance with the requirements of nondiscrimination in services shall constitute grounds for state to withhold payments under this Intergovernmental Agreement or terminate all, or any type, of funding provided hereunder.

X. Additional Contract Restrictions

1. This Contract is subject to any additional restrictions, limitations, or conditions enacted by the federal or state governments that affect the provisions, terms, or funding of this Contract in any manner.

Y. Information Access for Individuals with Limited English Proficiency

1. Contractor shall comply with all applicable provisions of the Dymally-Alatorre Bilingual Services Act (Government Code sections 7290-7299.8) regarding access to materials that explain services available to the public as well as providing language interpretation services.

Contractor shall comply with the applicable provisions of Section 1557 of the Affordable Care Act (45 CFR Part 92), including, but not limited to, 45 CFR 92.201, when providing access to: (a) materials

explaining services available to the public, (b) language assistance, (c) language interpreter and translation services, and (d) video remote language interpreting services.

2. Contractor shall comply with the applicable provisions of Section 1557 of the Affordable Care Act (45 CFR Part 92), including, but not limited to, 45 CFR 92.201, when providing access to: (a) materials explaining services available to the public, (b) language assistance, (c) language interpreter and translation services, and (d) video remote language interpreting services.

Z. Investigations and Confidentiality of Administrative Actions

1) Provider acknowledges that if a DMC provider is under investigation by DHCS or any other state, local or federal law enforcement agency for fraud or abuse, DHCS may temporarily suspend the provider from the DMC program, pursuant to W&I Code, Section 14043.36(a). Information about a provider's administrative sanction status is confidential until such time as the action is either completed or resolved. The DHCS may also issue a Payment Suspension to a provider pursuant to W&I Code, Section 14107.11 and Code of Federal Regulations, Title 42, section 455.23. The Contractor is to withhold payments from a DMC provider during the time a Payment Suspension is in effect.

2) Provider shall execute the Confidentiality Agreement, attached as Document 5A. The Confidentiality Agreement permits DHCS to communicate with Contractor concerning subcontracted providers that are subject to administrative sanctions.

W. This Intergovernmental Agreement is subject to any additional restrictions, limitations, or conditions enacted by the federal or state governments that affect the provisions, terms, or funding of this Intergovernmental Agreement in any manner.

A1. Subcontract Provisions

Provider shall include all of the foregoing provisions in all of its subcontracts.

B1. Conditions for Federal Financial Participation

1) Provider shall meet all conditions for Federal Financial Participation, consistent with 42 CFR 438.802, 42 CFR 438.804, 42 CFR 438.806, 42 CFR 438.808, 42 CFR 438.810, 42 CFR 438.812.

2) Pursuant to 42 CFR 438.808, Federal Financial Participation (FFP) is not available to the Contractor if the Contractor:

a) Is an entity that could be excluded under section 1128(b)(8) as being controlled by a sanctioned individual;

b) Is an entity that has a substantial contractual relationship as defined in section 431.55(h)(3), either directly or indirectly, with an individual convicted of certain crimes described in section 1128(8)(B); or

c) Is an entity that employs or contracts, directly or indirectly, for the furnishing of health care utilization review, medical social work, or administrative services, with one of the following:

i. Any individual or entity excluded from participation in federal health care programs under section 1128 or section 1126A; or

ii. An entity that would provide those services through an excluded individual or entity.

Providers shall include the following requirements in their subcontracts with providers:

1. In addition to complying with the sub contractual relationship requirements set forth in Article II.E.8 of this Agreement, the Contractor shall ensure that all subcontracts require that the Contractor oversee and is held accountable for any functions and responsibilities that the Contractor delegates to any subcontractor.

2. Each subcontract shall:

i. Fulfill the requirements of 42 CFR Part 438 that are appropriate to the service or activity delegated under the subcontract.

ii. Ensure that the Contractor evaluates the prospective subcontractor's ability to perform the activities to be delegated.

iii. Require a written agreement between the Contractor and the subcontractor that specifies the activities and report responsibilities delegated to the subcontractor; and provides for revoking delegation or imposing other sanctions if the subcontractor's performance is inadequate.

iv. Ensure that the Contractor monitor the subcontractor's performance on an ongoing basis and subject it to an annual onsite review, consistent with statutes, regulations, and Article III.PP.

v. Ensure that the Contractor identifies deficiencies or areas for improvement, the subcontractor shall take corrective actions and the Contractor shall ensure that the subcontractor implements these corrective actions.

3. The Contractor shall include the following provider requirements in all subcontracts with providers:

i. Culturally Competent Services: Providers are responsible to provide culturally competent services. Providers shall ensure that their policies, procedures, and practices are consistent with the principles outlined and are embedded in the organizational structure, as well as being upheld in day-to-day operations. Translation services shall be available for beneficiaries, as needed.

ii. Medication Assisted Treatment: Providers will have procedures for linkage/integration for beneficiaries requiring medication assisted treatment. Provider staff will regularly communicate with physicians of beneficiaries who are prescribed these medications unless the beneficiary refuses to consent to sign a 42 CFR part 2 compliant release of information for this purpose.

iii. Evidence Based Practices (EBPs): Providers will implement at least two of the following EBPs based on the timeline established in the county implementation plan. The two EBPs are per provider per service modality. Counties will ensure the providers have implemented EBPs. The state will monitor the implementation and regular training of EBPs to staff during reviews.

The required EBPs include:

a. Motivational Interviewing: A beneficiary-centered, empathic, but directive counseling strategy designed to explore and reduce a person's ambivalence toward treatment. This approach frequently includes other problem solving or solution-focused strategies that build on beneficiaries' past successes.

b. Cognitive-Behavioral Therapy: Based on the theory that most emotional and behavioral reactions are learned and that new ways of reacting and behaving can be learned.

c. Relapse Prevention: A behavioral self-control program that teaches individuals with substance addiction how to anticipate and cope with the potential for relapse. Relapse prevention can be used as a stand-alone substance use treatment program or as an aftercare program to sustain gains achieved during initial substance use treatment.

d. Trauma-Informed Treatment: Services shall take into account an understanding of trauma, and place priority on trauma survivors' safety, choice and control.

e. Psycho-Education: Psycho-educational groups are designed to educate beneficiaries about substance abuse, and related behaviors and consequences. Psychoeducational groups provide information designed to have a direct application to beneficiaries' lives; to instill self-awareness, suggest options for growth and change, identify community resources that can assist beneficiaries in recovery, develop an understanding of the process of recovery, and prompt people using substances to take action on their own behalf.

iV. Timely Access: (42 CFR 438.206(c) (1) (i)

(1) The Provider must comply with Contractor's standards for timely access to care and services, taking into account the urgency of the need for services:

(a) Provider must complete Timely Access Log for all initial requests of services.

(b) Provider must offer outpatient services within 10 business days of request date (if outpatient provider).

(c) Provider must offer Opioid Treatment Services (OTP) services within 3 business days of request date (if OTP provider).

(d) Provider must offer regular hours of operation.

(2) The Contractor will establish mechanisms to ensure compliance by provider and monitor regularly.

(3) If the Provider fails to comply, the Contractor will take corrective action.

C1. Beneficiary Problem Resolution Process

1. The Contractor shall establish and comply with a beneficiary problem resolution process.

2. Contractor shall inform subcontractors and providers at the time they enter into a subcontract about:

i. The beneficiary's right to a state fair hearing, how to obtain a hearing and the representation rules at the hearing.

ii. The beneficiary's right to file grievances and appeals and the requirements and timeframes for filing.

iii. The beneficiary's right to give written consent to allow a provider, acting on behalf of the beneficiary, to file an appeal. A provider may file a grievance or request a state fair hearing on behalf of a beneficiary, if the state permits the provider to act as the beneficiary's authorized representative in doing so.

iv. The beneficiary may file a grievance, either orally or in writing, and, as determined by DHCS, either with DHCS or with the Contractor.

v. The availability of assistance with filing grievances and appeals.

vi. The toll-free number to file oral grievances and appeals.

- vii. The beneficiary's right to request continuation of benefits during an appeal or state fair hearing filing although the beneficiary may be liable for the cost of any continued benefits if the action is upheld.
- viii. Any state determined provider's appeal rights to challenge the failure of the Contractor to cover a service.

3. The Contractor shall represent the Contractor's position in fair hearings, as defined in 42 CFR 438.408 dealing with beneficiaries' appeals of denials, modifications, deferrals or terminations of covered services. The Contractor shall carry out the final decisions of the fair hearing process with respect to issues within the scope of the Contractor's responsibilities under this Agreement. Nothing in this section is intended to prevent the Contractor from pursuing any options available for appealing a fair hearing decision.

i. Pursuant to 42 CFR 438.228, the Contractor shall develop problem resolution processes that enable beneficiary to request and receive review of a problem or concern he or she has about any issue related to the Contractor's performance of its duties, including the delivery of SUD treatment services.

4. The Contractor's beneficiary problem resolution processes shall include:

- i. A grievance process;
- ii. An appeal process; and,
- iii. An expedited appeal process.

Additional Provisions DMC-ODS

1. Additional Intergovernmental Agreement Restrictions

i. This Agreement is subject to any additional restrictions, limitations, conditions, or statutes enacted or amended by the federal or state governments, which may affect the provisions, terms, or funding of this Agreement in any manner.

2. Voluntary Termination of DMC-ODS Services

i. The Contractor may terminate this Agreement at any time, for any reason, by giving 60 days written notice to DHCS. The Contractor shall be paid for DMC-ODS services provided to beneficiaries up to the date of termination. Upon termination, the Contractor shall immediately begin providing DMC services to beneficiaries in accordance with the State Plan.

3. Nullification of DMC-ODS Services

i. The parties agree that failure of the Contractor, or its subcontractors, to comply with W&I section 14124.24, the Special Terms and Conditions, and this Agreement, shall be deemed a breach that results in the termination of this Agreement for cause.

ii. In the event of a breach, the DMC-ODS services shall terminate. The Contractor shall immediately begin providing DMC services to the beneficiaries in accordance with the State Plan.

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

Agreement between the City and County of San Francisco and

**Mount St. Joseph -St. Elizabeth
Contract ID: 1000007730**

This Agreement is made this 1st day of January, 2018, in the City and County of San Francisco, State of California, by and between Mount St. Joseph -St. Elizabeth 100 Masonic Avenue, San Francisco, CA 94118 (“Contractor”) and City.

Recitals

WHEREAS, the Department of Public Health (“Department”) wishes to provide Mental Health Outpatient Treatment Services and Educationally Related Mental Health Services (ERMHS) for children and the youth; and

WHEREAS, this Agreement was competitively procured as required by San Francisco Administrative Code Chapter 21.1 through a Request for Proposal (RFP 1-2017) issued on March 24, 2017, in which City selected Contractor as the highest qualified scorer pursuant to the RFP; and

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

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

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

Now, THEREFORE, the parties agree as follows:

Article 1 Definitions

The following definitions apply to this Agreement:

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

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

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

1.4 "Contractor" or "Consultant" means Mount. St. Joseph -St. Elizabeth 100 Masonic Avenue, San Francisco, CA 94118.

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

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

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

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

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

Article 2 Term of the Agreement

2.1 The term of this Agreement shall commence on the latter of: (i) January 1, 2018; or (ii) the Effective Date and expire on June 30, 2022, unless earlier terminated as otherwise provided herein.

Article 3 Financial Matters

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

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

3.2 **Guaranteed Maximum Costs.** The City's payment obligation to Contractor cannot at any time exceed the amount certified by City's Controller for the purpose and period stated in

such certification. Absent an authorized Emergency per the City Charter or applicable Code, no City representative is authorized to offer or promise, nor is the City required to honor, any offered or promised payments to Contractor under this Agreement in excess of the certified maximum amount without the Controller having first certified the additional promised amount and the Parties having modified this Agreement as provided in Section 11.5, "Modification of this Agreement."

3.3 **Compensation.**

3.3.1 **Payment.** Contractor shall provide an invoice to the City on a monthly basis for Services completed in the immediate preceding month, unless a different schedule is set out in Appendix B, "Calculation of Charges." Compensation shall be made for Services identified in the invoice that the Director of Health, in his or her sole discretion, concludes has been satisfactorily performed. Payment shall be made within 30 calendar days of receipt of the invoice, unless the City notifies the Contractor that a dispute as to the invoice exists. In no event shall the amount of this Agreement exceed **Four Million One Hundred Seventeen Thousand Seventy-Five Dollars (\$4,117,075)**. The breakdown of charges associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein. A portion of payment may be withheld until conclusion of the Agreement if agreed to by both parties as retainage, described in Appendix B. In no event shall City be liable for interest or late charges for any late payments.

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

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

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

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

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

(a) All City vendors receiving new contracts, contract renewals, or contract extensions must sign up to receive electronic payments through, the City's Automated Clearing House (ACH) payments service/provider. Electronic payments are processed every business day and are safe and secure. To sign up for electronic payments, visit www.sfgov.org/ach.

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

3.3.7 Federal and/or State Funded Contracts.

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

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

3.4.1 Contractor shall annually have its books of accounts audited by a Certified Public Accountant and a copy of said audit report and the associated management letter(s) shall be transmitted to the Director of Public Health or his /her designee within one hundred eighty (180) calendar days following Contractor's fiscal year end date. If Contractor expends \$750,000 or more in Federal funding per year, from any and all Federal awards, said audit shall be conducted in accordance with 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Said requirements can be found at the following website address: https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl.

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

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

DIRECTOR ninety (90) calendar days before the end of the Agreement term or Contractor's fiscal year, whichever comes first.

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

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

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

Article 4 Services and Resources

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

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

4.3 **Subcontracting.**

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

4.3.2 Contractor will not employ subcontractors.

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

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

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

from, and, if requested, shall defend them against any and all claims, losses, costs, damages, and expenses, including attorneys' fees, arising from this section.

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

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

4.7 **Reserved. Liquidated Damages.**

Article 5 Insurance and Indemnity

5.1 **Insurance.**

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

(a) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than \$1,000,000 each accident, injury, or illness; and

(b) Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; policy must include Abuse and Molestation coverage.

(c) Commercial Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence, "Combined Single Limit" for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.

(d) Professional liability insurance, applicable to Contractor's profession, with limits not less than \$1,000,000 each claim with respect to negligent acts, errors or omissions in connection with the Services.

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

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

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

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

5.1.4 Should any of the required insurance be provided under a claims-made form, Contractor shall maintain such coverage continuously throughout the term of this Agreement and, without

lapse, for a period of three years beyond the expiration of this Agreement, to the effect that, should occurrences during the contract term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.

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

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

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

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

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

5.2 **Indemnification.** Contractor shall indemnify and hold harmless City and its officers, agents and employees from, and, if requested, shall defend them from and against any and all claims, demands, losses, damages, costs, expenses, and liability (legal, contractual, or otherwise) arising from or in any way connected with any: (i) injury to or death of a person, including employees of City or Contractor; (ii) loss of or damage to property; (iii) violation of local, state, or federal common law, statute or regulation, including but not limited to privacy or personally identifiable information, health information, disability and labor laws or regulations; (iv) strict liability imposed by any law or regulation; or (v) losses arising from Contractor's execution of subcontracts not in accordance with the requirements of this Agreement applicable to subcontractors; so long as such injury, violation, loss, or strict liability (as set forth in subsections (i) – (v) above) arises directly or indirectly from Contractor's performance of this Agreement, including, but not limited to, Contractor's use of facilities or equipment provided by City or others, regardless of the negligence of, and regardless of whether liability without fault is imposed or sought to be imposed on City, except to the extent that such indemnity is void or otherwise unenforceable under applicable law, and except where such loss, damage, injury, liability or claim is the result of the active negligence or willful misconduct of City and is not contributed to by any act of, or by any omission to perform some duty imposed by law or agreement on Contractor, its subcontractors, or either's agent or employee. Contractor shall also indemnify, defend and hold City harmless from all suits or claims or administrative proceedings for breaches of federal and/or state law regarding the privacy of health information, electronic records or related topics, arising directly or indirectly from Contractor's performance of this Agreement, except where such breach is the result of the active negligence or willful misconduct of City. The foregoing indemnity shall include, without limitation, reasonable fees of

attorneys, consultants and experts and related costs and City's costs of investigating any claims against the City.

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

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

Article 6 Liability of the Parties

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

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

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

Article 7 Payment of Taxes

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

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

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

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

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

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

Article 8 Termination and Default

8.1 Termination for Convenience

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

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

- (a) Halting the performance of all Services under this Agreement on the date(s) and in the manner specified by City.
- (b) Terminating all existing orders and subcontracts, and not placing any further orders or subcontracts for materials, Services, equipment or other items.
- (c) At City’s direction, assigning to City any or all of Contractor’s right, title, and interest under the orders and subcontracts terminated. Upon such assignment, City shall have the right, in its sole discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.
- (d) Subject to City’s approval, settling all outstanding liabilities and all claims arising out of the termination of orders and subcontracts.

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

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

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

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

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

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

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

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

8.1.5 In arriving at the amount due to Contractor under this Section, City may deduct: (i) all payments previously made by City for Services covered by Contractor's final invoice; (ii) any claim which City may have against Contractor in connection with this Agreement; (iii) any invoiced costs or expenses excluded pursuant to the immediately preceding subsection 8.1.4; and (iv) in instances in which, in the opinion of the City, the cost of any Service performed under this Agreement is excessively high due to costs incurred to remedy or replace defective or rejected Services, the difference between the invoiced amount and City's estimate of the reasonable cost of performing the invoiced Services in compliance with the requirements of this Agreement.

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

8.2 **Termination for Default; Remedies.**

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

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

3.5	Submitting False Claims.	10.10	Alcohol and Drug-Free Workplace
4.5	Assignment	10.13	Working with Minors
Article 5	Insurance and Indemnity	11.10	Compliance with Laws
Article 7	Payment of Taxes	13.1	Nondisclosure of Private, Proprietary or Confidential Information
13.4	Protected Health Information	13.3	Business Associate Agreement

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

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

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

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

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

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

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

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

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

3.3.2	Payment Limited to Satisfactory Services	9.1	Ownership of Results
3.3.7(a)	Grant Funded Contracts - Disallowance	9.2	Works for Hire
3.4	Audit and Inspection of Records	11.6	Dispute Resolution Procedure
3.5	Submitting False Claims	11.7	Agreement Made in California; Venue
Article 5	Insurance and Indemnity	11.8	Construction
6.1	Liability of City	11.9	Entire Agreement
6.3	Liability for Incidental and Consequential Damages	11.10	Compliance with Laws
Article 7	Payment of Taxes	11.11	Severability
8.1.6	Payment Obligation	13.1	Nondisclosure of Private, Proprietary or Confidential Information
13.4	Protected Health Information	13.3	Business Associate Agreement

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

Article 9 Rights In Deliverables

9.1 **Ownership of Results.** Any interest of Contractor or its subcontractors, in the Deliverables, including any drawings, plans, specifications, blueprints, studies, reports, memoranda, computation sheets, computer files and media or other documents prepared by Contractor or its

subcontractors for the purposes of this agreement, shall become the property of and will be transmitted to City. However, unless expressly prohibited elsewhere in this Agreement, Contractor may retain and use copies for reference and as documentation of its experience and capabilities.

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

Article 10 Additional Requirements Incorporated by Reference

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

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

10.3 Prohibition on Use of Public Funds for Political Activity. In performing the Services, Contractor shall comply with San Francisco Administrative Code Chapter 12G, which prohibits funds appropriated by the City for this Agreement from being expended to participate in, support, or attempt to influence any political campaign for a candidate or for a ballot measure. Contractor is subject to the enforcement and penalty provisions in Chapter 12G.

10.4 Reserved.

10.5 Nondiscrimination Requirements

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

10.5.2 Nondiscrimination in the Provision of Employee Benefits. San Francisco Administrative Code 12B.2. Contractor does not as of the date of this Agreement, and will not during the

term of this Agreement, in any of its operations in San Francisco, on real property owned by San Francisco, or where work is being performed for the City elsewhere in the United States, discriminate in the provision of employee benefits between employees with domestic partners and employees with spouses and/or between the domestic partners and spouses of such employees, subject to the conditions set forth in San Francisco Administrative Code Section 12B.2.

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

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

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

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

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

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

10.11 Limitations on Contributions. By executing this Agreement, Contractor acknowledges that it is familiar with section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with the City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, or for a grant, loan or loan guarantee, from making any campaign contribution to (1) an individual holding a City

elective office if the contract must be approved by the individual, a board on which that individual serves, or the board of a state agency on which an appointee of that individual serves, (2) a candidate for the office held by such individual, or (3) a committee controlled by such individual, at any time from the commencement of negotiations for the contract until the later of either the termination of negotiations for such contract or six months after the date the contract is approved. The prohibition on contributions applies to each prospective party to the contract; each member of Contractor's board of directors; Contractor's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 20 percent in Contractor; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Contractor. Contractor must inform each such person of the limitation on contributions imposed by Section 1.126 and provide the names of the persons required to be informed to City.

10.12 Reserved. (Slavery Era Disclosure)

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

10.14 Consideration of Criminal History in Hiring and Employment Decisions

10.14.1 Contractor agrees to comply fully with and be bound by all of the provisions of Chapter 12T, "City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions," of the San Francisco Administrative Code ("Chapter 12T"), including the remedies provided, and implementing regulations, as may be amended from time to time. The provisions of Chapter 12T are incorporated by reference and made a part of this Agreement as though fully set forth herein. The text of the Chapter 12T is available on the web at <http://sfgov.org/olse/fco>. Contractor is required to comply with all of the applicable provisions of 12T, irrespective of the listing of obligations in this Section. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 12T.

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

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

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

10.17 **Sugar-Sweetened Beverage Prohibition.** Contractor agrees that it will not sell, provide, or otherwise distribute Sugar-Sweetened Beverages, as defined by San Francisco Administrative Code Chapter 101, as part of its performance of this Agreement.

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

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

Article 11 General Provisions

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

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

1380 Howard Street, 4th Floor Room 420C
San Francisco, California 94103

Tel: (415) 255-3636

e-mail: april.monegas@sfdph.org

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

1380 Howard Street, 5th Floor
San Francisco, CA 94103

Tel: (415) 255-3514

e-mail: valerie.wiggins@sfdph.org

To CONTRACTOR: Betty Marie Dunkel, Executive Director
Mount St. Joseph -St. Elizabeth

100 Masonic Avenue
San Francisco, CA 94118

Tel: (415) 351-4045

e-mail: sisterbettymarie@theepiphanycenter.org

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

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

11.3 **Reserved.**

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

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

11.6 **Dispute Resolution Procedure.**

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

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

11.6.3 **Health and Human Service Contract Dispute Resolution Procedure.** The Parties shall resolve disputes that have not been resolved administratively by other departmental remedies

in accordance with the Dispute Resolution Procedure set forth in Appendix G incorporated herein by this reference.

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

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

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

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

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

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

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

Article 12 Department Specific Terms

12.1 Third Party Beneficiaries.

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

12.2 **Exclusion Lists and Employee Verification.** Upon hire and monthly thereafter, Contractor will check the exclusion lists published by the Office of the Inspector General (OIG), General Services Administration (GSA), and the California Department of Health Care Services (DHCS) to ensure

that any employee, temporary employee, volunteer, consultant, or governing body member responsible for oversight, administering or delivering state or federally-funded services who is on any of these lists is excluded from (may not work in) your program or agency. Proof of checking these lists will be retained for seven years.

12.3 Certification Regarding Lobbying.

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

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

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

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

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

12.4 Materials Review.

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

12.5 Emergency Response.

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

Emergency Response Plan, including a site specific emergency response plan for each of its service site. CONTRACTOR is advised that Community Programs Contract Compliance Section staff will review these plans during a compliance site review. Information should be kept in an Agency/Program Administrative Binder, along with other contractual documentation requirements for easy accessibility and inspection.

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

Article 13 Data and Security

13.1 Nondisclosure of Private, Proprietary or Confidential Information.

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

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

13.2 Reserved. (Payment Card Industry ("PCI") Requirements.)

13.3 Business Associate Agreement.

The parties acknowledge that CITY is a Covered Entity as defined in the Healthcare Insurance Portability and Accountability Act of 1996 ("HIPAA") and is required to comply with the HIPAA Privacy Rule governing the access, 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) (04-12-2018)
 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.

Appendix E and attestations are not required.

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

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

Article 14 MacBride And Signature

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

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

CITY

CONTRACTOR

Recommended by:

Mount St. Joseph -St. Elizabeth

Barbara A. Garcia 7/12/18
Barbara A. Garcia, MPA Date
Director of Health
Department of Public Health

Betty Marie Dunkel 6-8-18
Betty Marie Dunkel Date
Executive Director

Supplier ID: 0000014714

Approved as to Form:

Dennis J. Herrera
City Attorney

By:

Virginia Dario Elizondo 7/9/18
Virginia Dario Elizondo Date
Deputy City Attorney

Approved:

Jaci Fong 8/15/18
for Jaci Fong Date
Director of the Office of Contract Administration, and
Purchaser

Received By:
AUG 7 '18 PM 12:10
Purchasing Department

Received By:
JUL 13 '18 PM 2:38
Purchasing Department

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

1. Terms

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| <ul style="list-style-type: none"> 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 | <ul style="list-style-type: none"> 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 |
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- 2. Description of Services**
- 3. Services Provided by Attorneys**

1. Terms

A. Contract Administrator:

In performing the Services hereunder, Contractor shall report to **Valerie Wiggins**, Program Manager for the City, or 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. BHS Electronic Health Records 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 Behavioral Health Services (BHS) Mental Health Services public safety net; as such, these clinics are to remain open to referrals from the BHS 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.

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 Epiphany House
- Appendix A-2 Epiphany Family Treatment Program
- Appendix A-3 Epiphany Residential

Fiscal Year: 17-18

1. Identifiers:

Program Name: Epiphany House
Program Address: 1615 Broderick Street
City, State, ZIP: San Francisco, CA 94115
Telephone: (415) 567-8370 FAX: (415) 292-5531
Website Address: TheEpiphanyCenter.org

Contractor Address: 100 Masonic Avenue
City, State, ZIP: San Francisco, CA 94118
Person Completing
this Narrative: Sister Betty Marie Dunkel
Telephone: (415) 567-8370
Email Address: sisterbettymarie@theEpiphanyCenter.org

Program Code(s): 38812

2. Nature of Document:

New Renewal Informal Modification One

3. Goal Statement:

Women in residential drug treatment will gain recovery skills, strong parenting skills, healthy, productive lifestyles, and their young children will have positive developmental outcomes.

4. Target Population:

Adult women of all races and ethnicities, over 18 with substance abuse problems, mental health issues, who are pregnant, parenting children 0-3 years, or without children, and who are residents of San Francisco.

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

These modalities will be provided for 30 unduplicated clients for the year in residential treatment.

- *Individual and group sessions for 20 hours/week;*
- *Case Management;*
- *Crisis intervention;*
- *Drug Education and Relapse prevention information;*
- *Life skills training, e.g. cooking, household management;*
- *Parenting support;*
- *Referrals for housing or transitional programs;*
- *Medication management;*
- *Referrals to mental health services.*

6. Methodology:

A. Outreach: *Case managers outreach to the following partner agencies for referrals when openings in the program occur: Child Welfare workers, Dependency Drug Court, neighborhood health centers, the County Jail, and San Francisco General Hospital. Clients are also referred by Homeless Prenatal Program, detox programs, and other treatment programs.*

B. Admission and Intake by Case Managers

The Epiphany Center's Admission, Enrollment and Intake Criteria and Process are as follows:

- *Women 18 and over, may be pregnant, without children, or with children 2 years or under at the time of admission, or be in the process of reunification with children 2 or under.*
- *Primary substance abuse problems: Heroin, cocaine, marijuana, alcohol, poly-drugs. Co-occurring mental health problems are expected.*
- *In cases of probation, or parole, the probation/parole officer must be notified and all parties formulate an agreeable contract prior to admission.*
- *No physical or psychiatric disabilities which preclude participation in the program structure, and/or program activities.*
- *Client must be willing to accept program rules and structural limitations prior to admission.*

All of the above criteria are ultimately determined by the staff according to all relative factors concerning the client involved. Services are terminated for both parent and child whenever there is evidence that the level of service does not meet the requirements of the Standards for Drug Treatment Programs and Federal Regulations, or the needs of the client. At the time of discharge, when possible, clients have a discharge plan with appropriate referrals made to other programs.

C. Service Delivery Model

*Residential Treatment Services - As a State licensed facility, the **Epiphany House** provides 24-hour care and supervision by **Residential Counselors** for women and their young children. Epiphany Center staff strive to provide a welcoming, compassionate program with a focus on building strong, supportive relationships. The Epiphany Center has used an evidence-based model, "Seeking Safety" for the past 6 years to promote trauma-informed services. Groups focus on building positive communication skills, growth in self-esteem, and on lifelong recovery skills.*

Hours of Operation

Residential treatment is provided every day throughout the year, 24 hours per day.

Strategies for Service Delivery/Duration

Residential treatment services are provided in an attractive, clean, environment that focuses on building self-esteem and life skills. There is a predictable schedule and structure, clear guidelines for behavior, and women and children are treated with respect and dignity. Household routines and chores are part of building a new lifestyle and giving to the community. Clients learn or review basic housekeeping skills, money management and social/recreation skills, parenting skills, and building a positive support system in the community. Women contribute part of their income to an "incentive" fund given to women after completion of 6 or 12 months of treatment. Women gain more skills for life-long recovery with adequate time in treatment. Women have the option of requesting 6 to 12 months in the residential programs based on their individual needs. Recovery, life skills, and parenting groups are held on Monday, Wednesday, Thursday, and Friday 9:30 to 3:00.

Phases of Treatment

*The following treatment levels are stages of treatment in the Epiphany House Program. **Residential Counselors** provide orientation to the program and Resident Handbook guidelines. During this time appointments are made for any medical, prenatal, mental health, or income needs. Transportation is provided as appropriate.*

Level 1 - The client attends Recovery and other groups and participates in the residential groups and daily routine. She is on orientation phase and has support from peers to appointments for the first 30 days. She must be in the residence each week night by 6:00 pm and 7:00 pm on Friday and Saturday evenings.

Criteria to move to Level 2:

Fiscal Year: 17-18

- *Have clean urine tox screens*
- *Have attended all required groups consistently and be on “no contracts”*
- *Have attended all groups with active participation*
- *Have followed all guidelines as outlined in the Resident Handbook*
- *Have a relapse prevention plan*
- *Have attended the required three 12-step meetings (or other self-help group) per week*
- *Complete all treatment objectives for this Level.*

Level 2 - The client must return to the Residence Monday – Thursday by 7:00 pm, and on Friday and Saturday by 8:00 pm.

Criteria to move to Level 3:

- *Attends and actively participate in all required groups.*
- *Consistently working toward meeting treatment plan goals.*
- *Demonstrates openness and honesty in communication with peers in groups and in daily living and not on a behavioral contract.*
- *Demonstrates consistent, responsible behavior in managing time for care of self and child, for household chores, for attendance at 12-step meetings*
- *Completes all treatment objectives for this Level.*

Level 3 - During this phase the client is working on her discharge plan and is consistently utilizing tools for a strong recovery. She is actively working toward meeting her goals for a GED, enrolled in college classes or a vocational program, or is working at a volunteer job.

Clients must return to the Residence Monday – Thursday by 8:00 pm and on Friday and Saturday by 11:00 pm. The client may request weekend passes from one to three nights as she progresses through this level. At this level, the client must consistently demonstrate the behaviors listed for the previous phases.

Following a planned discharge from the Epiphany House the client may continue to use the Epiphany Childcare Center, the Pediatric Clinic, the Children’s Mental Health Clinic, the Family Enrichment Program, and the In-Home Services Program.

Wrap-around Services

For mothers with infants or toddlers, the Epiphany Center provides therapeutic childcare, early intervention services for prenatal drug exposure, developmental assessments, a Pediatric Clinic, and a Children’s Mental Health Clinic. Women may participate in job preparation skills in the Epiphany Internship Program. They receive a stipend for work in the dietary department, childcare, office or housekeeping work. The extended service network addresses issues of substance abuse, mental health, child development, parent-child interaction, domestic violence, life skills, housing, health care, social support and vocational training.

Residential Bed Capacity

The program is licensed for 14 beds, the contract funds 10 beds.

Linkages

The agency has memoranda of understanding with other providers to provide mental health services, detox services, vocational and educational support, transitional housing, and health services:

- *San Francisco City College, John Adams Campus for vocational and educational opportunities;*

- *JVS for vocational training;*
- *Casa de las Madres for domestic violence services;*
- *Transitional living programs, Harbor House, Gracenter, and Clara House;*
- *Infant Parent Program, UCSF for parent child therapy and staff consultation;*
- *Bayview Hunter's Point, RAMS for mental health services;*
- *Maxine Hall for health services.*

D. Discharge Planning and Exit Criteria

Discharge Planning

During Level 2, the Case Manager meets with each woman to develop and document an individualized strategy that will assist her in maintaining a continued alcohol and drug free lifestyle. The discharge treatment planning process is inclusive of the goals identified in the treatment plan, and includes referrals to appropriate resources. These referrals can include a step-down process to transitional living programs or to stable housing.

Successful Completion of the Program

- *The Epiphany Treatment Team (Residential Coordinators, Case Managers, Recovery Counselor, Nurse, and Parenting Counselor) determines that the Treatment Plan has been successfully completed and the client has met all requirements of the program.*
- *The Epiphany Treatment Team determines that although a client has left treatment prior to completing all of her Treatment Plan objectives, she has completed the majority of her objectives and her quality of life has improved as measured by a reduction in the frequency of her drug use; by minimizing the risk of illness, injury or disease through changes in mode of drug consumption and conditions of use; improved health by contact with medical providers; improved parenting skills; improved life skills such as money management, healthy diet and nutrition, etc.*

After care

After discharge from the Epiphany Center, clients may request additional support from the Program Coordinator and Residential Counselors in the form of phone calls (24/7) for advice and support, individual sessions with a Counselor or Case Manager, and invitations to meals. All former clients and graduates are invited to attend bi-annual (April and October) reunion dinners at the Epiphany Center, and aftercare groups.

E. Program Staffing

How	What	Where	Why	By Whom
Individual Sessions	Case Management	100 Masonic Case Manager's office	To oversee treatment plan, make referrals as needed	AOD Registered or Certified Case Manager
Groups: 1 hour, 4 days/wk Individual Counseling: bi-monthly, as needed	Drug treatment, drug education	100 Masonic Group room	Provide format for women to begin recovery	Masters level therapist, working toward licensure
Individual and group sessions	Life skills training, cooking, money management, computer skills	100 Masonic Group rooms, computer lab	Provides skills training for self-sufficiency	AOD Registered or Certified Case Managers, Residential Counselors and Vocational Coordinator

Individual and group sessions	Parenting skills training	100 Masonic Parenting rooms	Growth in positive parenting styles	Parenting Counselor, MA <i>(not funded by CBHS)</i>
Individual and group sessions	Health Assessments, Health education, provider referrals	100 Masonic Group rooms	Assessment of health needs, STD/HIV and other health issues	Registered Nurse <i>(not funded by CBHS)</i>
Individual and group sessions	Wellness Activities	Residences, group room, community resources	Provide support for healthy diet & cooking, weight management, exercise	Wellness Coordinators and Counselors <i>(funded through Federal Grant – SAMHSA)</i>

7. Objectives and Measurements:

All objectives, and descriptions of how objectives will be measured, are contained in the CBHS document entitled CBHS Performance Objectives FY 17-18.

8. Continuous Quality Improvement:

Epiphany Center's CQI activities include the following:

A. Achievement of Contract Performance Objectives

- The CQI Coordinator ensures that clients' treatment plans are reviewed and updated every 60-90 days to determine if the goals are met or continued. If the goals are met within 90 days, staff meets with the client to determine if she has another presenting issue she would like to work on, and if so, another treatment plan with goals/objectives, target, and duration period dates are set with client and staff. The new treatment plan is entered in Avatar and a copy filed in client's chart by staff.*

B. Documentation of Quality and Internal Audits

- All client charts are reviewed by the CQI Coordinator (Program Director) for accuracy, ensuring that all required client information and documents are documented, reported, and/or filed in client chart and on Avatar according to CBHS rules, policies, and procedures.*
- The CQI Coordinator reviews client charts every 3 months or as needed and informs staff (whoever is responsible) for identified deficiencies and errors, and requests immediate correction and/or follow-up.*
- The CQI Coordinator ensures that potential clients are assessed at intake using the Addiction Severity Index form (ASI) to determine substance abuse issues and need.*
- The CQI Coordinator checks with staff during weekly meetings to ensure that all new clients have a treatment plan within 14 days after admission. All client treatment plans must address client issues with goals/objectives, presenting problems, target and duration period dates.*

C. Measurement of Cultural Competency of Staff and Services

- Epiphany staff match clients in diversity for race, ethnicity, sexual orientation, and recovery. We offer two cultural competency in-service trainings for staff each year presented by an outside trainer. Agency staff also attend cultural training workshops conducted by CBHS and other agencies.*

D. Client Satisfaction

- *The CQI/QA Coordinator conducts internal client satisfaction surveys on a quarterly basis. The staff reviews and discusses the survey results. The survey data results determine which program services need to be enhanced, improved, or deemed unnecessary. For those services or areas that need to be improved, the staff decides on an action plan for areas that need improvement, with a time frame of 90-180 days. If the area of improvement deals with staff performance, the QA coordinator outlines a corrective action plan, specifying areas of concern and a performance improvement objective plan for staff.*
- *Town hall meetings are held once a month on the first Thursday of the month. This is a forum where clients and staff come together to discuss issues or problems presented by the clients. The town hall meeting is facilitated by the clients and supported by staff. Some issues presented in the meeting are resolved in the meeting. Other issues are taken to the Multidisciplinary Team that meets on Tuesdays for discussion and resolution. The staff then informs the clients of the resolution offered by the team.*

9. Required Language: N/A

Fiscal Year: 17-18

1. Identifiers:

Program Name: Epiphany Residential
Program Address: 100 Masonic Avenue
City, State, ZIP: San Francisco, CA 94118
Telephone: (415) 567-8370 FAX: (415) 292-5531
Website Address: TheEpiphanyCenter.org

Contractor Address: 100 Masonic Avenue
City, State, ZIP: San Francisco, CA 94118
Person Completing
this Narrative: Sister Betty Marie Dunkel
Telephone: (415) 567-8370
Email Address: sisterbettymarie@theEpiphanyCenter.org

Program Code(s): 38432

2. Nature of Document:

New Renewal Informal Modification One

3. Goal Statement:

Women in residential drug treatment will gain recovery skills, strong parenting skills, healthy, productive lifestyles, and their young children will have positive developmental outcomes.

4. Target Population:

Adult women of all races and ethnicities, over 18 with substance abuse problems, mental health issues, who are pregnant, parenting children 0-3 years, or without children, and who are residents of San Francisco.

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

These modalities will be provided for 30 unduplicated clients for the year in residential treatment.

- *Individual and group sessions for 20 hours/week;*
- *Case Management;*
- *Crisis intervention;*
- *Drug Education and Relapse prevention information;*
- *Life skills training, e.g. cooking, household management;*
- *Parenting support;*
- *Referrals for housing or transitional programs;*
- *Medication management;*
- *Referrals to mental health services.*

6. Methodology:**A. Outreach:**

Case managers do outreach to these agencies when openings in the program occur. The Epiphany Center partners with Child Welfare workers, Dependency Drug Court, neighborhood health centers, the County Jail, and San Francisco General Hospital for referrals to the Epiphany Center. Clients are also referred by Homeless Prenatal Program, detox programs, and other treatment programs.

B. Admission and Intake by Case Managers

The Epiphany Center's Admission, Enrollment and Intake Criteria and Process are as follows:

- *Women 18 and over, may be pregnant, without children, or with children 2 years or under at the time of admission, or be in the process of reunification with children 2 or under.*
- *Primary substance abuse problems: Heroin, cocaine, marijuana, alcohol, poly-drugs. Co-occurring mental health problems are expected.*
- *In cases of probation, or parole, the probation/parole officer must be notified and all parties formulate an agreeable contract prior to admission.*
- *No physical or psychiatric disabilities which preclude participation in the program structure, and/or program activities.*
- *Client must be willing to accept program rules and structural limitations prior to admission.*

All of the above criteria are ultimately determined by the staff according to all relative factors concerning the client involved. Services are terminated for both parent and child whenever there is evidence that the level of service does not meet the requirements of the Standards for Drug Treatment Programs and Federal Regulations, or the needs of the client. At the time of discharge, when possible, clients have a discharge plan with appropriate referrals made to other programs.

C. Service Delivery Model

*Residential Treatment Services - As a State licensed facility, the **Epiphany House** provides 24-hour care and supervision by **Residential Counselors** for women and their young children. Epiphany Center staff strive to provide a welcoming, compassionate program with a focus on building strong, supportive relationships. The Epiphany Center has used an evidence-based model, "Seeking Safety" for the past 6 years to promote trauma-informed services. Groups focus on building positive communication skills, growth in self-esteem, and on lifelong recovery skills.*

Hours of Operation

Residential treatment is provided every day throughout the year, 24 hours per day.

Strategies for Service Delivery/Duration

Residential treatment services are provided in an attractive, clean, environment that focuses on building self-esteem and life skills. There is a predictable schedule and structure, clear guidelines for behavior, and women and children are treated with respect and dignity. Household routines and chores are part of building a new lifestyle and giving to the community. Clients learn or review basic housekeeping skills, money management and social/recreation skills, parenting skills, and building a positive support system in the community. Women contribute part of their income to an "incentive" fund given to women after completion of 6 or 12 months of treatment. Women gain more skills for life-long recovery with adequate time in treatment. Women have the option of requesting 6 to 12 months in the residential programs based on their individual needs. Recovery, life skills, and parenting groups are held on Monday, Wednesday, Thursday, and Friday 9:30 to 3:00.

Phases of Treatment

*The following treatment levels are stages of treatment in the Epiphany Residential Program. **Residential Counselors** provide orientation to the Residential Program and Resident Handbook guidelines. During this time appointments are made for any medical, prenatal, mental health, or income needs. Transportation is provided.*

Level 1 - The client attends Recovery and other groups and participates in the residential groups and daily routine. She is on orientation phase and has support from peers to appointments for the first 30 days. She must be in the residence each week night by 6:00 pm and 7:00 pm on Friday and Saturday evenings.

Criteria to move to Level 2:

- *Have clean urine tox screens*
- *Have attended all required groups consistently and be on no contracts*
- *Have attended all groups with active participation*
- *Have followed all guidelines as outlined in the Resident Handbook*
- *Have a relapse prevention plan*
- *Have attended the required three 12-step meetings (or other self-help group) per week*
- *Complete all treatment objectives for this Level.*

Level 2 - The client must return to the Residence Monday – Thursday by 7:00 pm, and on Friday and Saturday by 8:00 pm.

Criteria to move to Level 3:

- *Attends and actively participate in all required groups.*
- *Consistently working toward meeting treatment plan goals.*
- *Demonstrates openness and honesty in communication with peers in groups and in daily living and not on a behavioral contract.*
- *Demonstrates consistent, responsible behavior in managing time for care of self and child, for household chores, for attendance at 12-step meetings*
- *Completes all treatment objectives for this Level.*

Level 3 - During this phase the client is working on her discharge plan and is consistently utilizing tools for a strong recovery. She has made a Level 3 plan and is actively working toward meeting her goals for a GED, enrolled in college classes or a vocational program, is working at a volunteer job or with the Epiphany Internship Program.

Clients must return to the Residence Monday – Thursday by 8:00 pm and on Friday and Saturday by 11:00 pm. The client may request weekend passes from one to three nights as she progresses through this level. At this level, the client must consistently demonstrate the behaviors listed for the previous phases. Serious violations of guidelines may result in a return to a previous level.

Following a planned discharge from the Epiphany Residential Program, the client may continue to use the Epiphany Childcare Center, the Pediatric Clinic, the Children's Mental Health Clinic, the Family Enrichment Program, and the In-Home Services Program.

Wrap-around Services

For mothers with infants or toddlers, the Epiphany Center provides therapeutic childcare, early intervention services for prenatal drug exposure, developmental assessments, a Pediatric Clinic, and a Children's Mental Health Clinic. Women may participate in job preparation skills in the Epiphany Internship Program. They receive a stipend for work in the dietary department, childcare, office or housekeeping work. The extended service network addresses issues of substance abuse, mental health, child development, parent-child interaction, domestic violence, life skills, housing, health care, social support and vocational training.

Residential Bed Capacity

The program is licensed for 14 beds, the contract funds 10 beds.

Linkages

The agency has memoranda of understanding with other providers to provide mental health services, detox services, vocational and educational support, transitional housing, and health services:

- *San Francisco City College, John Adams Campus for vocational and educational opportunities;*
- *JVS for vocational training;*
- *Casa de las Madres for domestic violence services;*
- *Transitional living programs, Harbor House, Gracenter, and Clara House;*
- *Infant Parent Program, UCSF for parent child therapy and staff consultation;*
- *Bayview Hunter's Point, RAMS for mental health services;*
- *Maxine Hall for health services.*

D. Discharge Planning and Exit Criteria**Discharge Planning**

During Level 2, the Case Manager meets with each woman to develop and document an individualized strategy that will assist her in maintaining a continued alcohol and drug free lifestyle. The discharge treatment planning process is inclusive of the goals identified in the treatment plan, and includes referrals to appropriate resources. These referrals can include a step-down process to transitional living programs or to stable housing.

Successful Completion of the Program

- *The Epiphany Treatment Team (Residential Coordinators, Case Managers, Recovery Counselor, Nurse, and Parenting Counselor) determines that the Treatment Plan has been successfully completed and the client has met all requirements of the program.*
- *The Epiphany Treatment Team determines that although a client has left treatment prior to completing all of her Treatment Plan objectives, she has completed the majority of her objectives and her quality of life has improved as measured by a reduction in the frequency of her drug use; by minimizing the risk of illness, injury or disease through changes in mode of drug consumption and conditions of use; improved health by contact with medical providers; improved parenting skills; improved life skills such as money management, healthy diet and nutrition, etc.*

After care

After discharge from the Epiphany Center, clients may request additional support from the Program Coordinator and Residential Counselors in the form of phone calls (24/7) for advice and support, individual sessions with a Counselor or Case Manager, and invitations to meals. All former clients and graduates are invited to attend bi-annual (April and October) reunion dinners at the Epiphany Center, and aftercare groups.

E. Program Staffing

How	What	Where	Why	By Whom
Individual Sessions	Case Management	100 Masonic Case Manager's office	To oversee treatment plan, make referrals as needed	AOD Registered or Certified Case Manager
Groups: 1 hour, 4 days/wk Individual Counseling: bi-monthly, as needed	Drug treatment, drug education	100 Masonic Group room	Provide format for women to begin recovery	Masters level therapist, working toward licensure

How	What	Where	Why	By Whom
Individual and group sessions	Life skills training, cooking, money management, computer skills	100 Masonic Group rooms, computer lab	Provides skills training for self-sufficiency	AOD Registered or Certified Case Managers, Residential Counselors and Vocational Coordinator
Individual and group sessions	Parenting skills training	100 Masonic Parenting rooms	Growth in positive parenting styles	Parenting Counselor, MA <i>(not funded by CBHS)</i>
Individual and group sessions	Health Assessments, Health education, provider referrals	100 Masonic Group rooms	Assessment of health needs, STD/HIV and other health issues	Registered Nurse <i>(not funded by CBHS)</i>
Individual and group sessions	Wellness Activities	Residences, group room, community resources	Provide support for healthy diet & cooking, weight management, exercise	Wellness Coordinators and Counselors <i>(funded through Federal Grant – SAMHSA)</i>

7. Objectives and Measurements:

All objectives, and descriptions of how objectives will be measured, are contained in the CBHS document entitled CBHS Performance Objectives FY 16-17.

8. Continuous Quality Improvement:

Epiphany Center's CQI activities include the following:

A. Achievement of Contract Performance Objectives

- *The CQI Coordinator ensures that clients' treatment plans are reviewed and updated every 60-90 days to determine if the goals are met or continued. If the goals are met within 90 days, staff meets with the client to determine if she has another presenting issue she would like to work on, and if so, another treatment plan with goals/objectives, target, and duration period dates are set with client and staff. The new treatment plan is entered in Avatar and a copy filed in client's chart by staff.*

B. Documentation of Quality and Internal Audits

- *All client charts are reviewed by the CQI Coordinator (Program Director) for accuracy, ensuring that all required client information and documents are documented, reported, and/or filed in client chart and on Avatar according to CBHS rules, policies, and procedures.*
- *The CQI Coordinator reviews client charts every 3 months or as needed and informs staff (whoever is responsible) for identified deficiencies and errors, and requests immediate correction and/or follow-up.*
- *The CQI Coordinator ensures that potential clients are assessed at intake using the Addiction Severity Index form (ASI) to determine substance abuse issues and need.*
- *The CQI Coordinator checks with staff during weekly meetings to ensure that all new clients have a treatment plan within 14 days after admission. All client treatment plans must address client issues with goals/objectives, presenting problems, target and duration period dates.*

C. Measurement of Cultural Competency of Staff and Services

- *Epiphany staff match clients in diversity for race, ethnicity, sexual orientation, and recovery. We offer two cultural competency in-service trainings for staff each year presented by an outside trainer. Agency staff also attend cultural training workshops conducted by CBHS and other agencies.*

D. Client Satisfaction

- *The CQI/QA Coordinator conducts internal client satisfaction surveys on a quarterly basis. The staff reviews and discusses the survey results. The survey data results determine which program services need to be enhanced, improved, or deemed unnecessary. For those services or areas that need to be improved, the staff decides on an action plan for areas that need improvement, with a time frame of 90-180 days. If the area of improvement deals with staff performance, the QA coordinator outlines a corrective action plan, specifying areas of concern and a performance improvement objective plan for staff.*
- *Town hall meetings are held once a month on the first Thursday of the month. This is a forum where clients and staff come together to discuss issues or problems presented by the clients. The town hall meeting is facilitated by the clients and supported by staff. Some issues presented in the meeting are resolved in the meeting. Other issues are taken to the Multidisciplinary Team that meets on Tuesdays for discussion and resolution. The staff then informs the clients of the resolution offered by the team.*

9. Required Language: N/A

Fiscal Year: 17-18

1. Identifiers:

Program Name: EPIPHANY FAMILY TREATMENT PROGRAM
 Program Address: 100 Masonic Avenue
 City, State, ZIP: San Francisco, CA 94118
 Telephone: 415) 567-8370 FAX: (415) 292-5531
 Website Address: TheEpiphanyCenter.org
 Contractor Address: 100 Masonic Avenue
 City, State, ZIP: San Francisco, CA 94118
 Person Completing
 this Narrative: Sister Betty Marie Dunkel
 Telephone: (415) 567-8370
 Email Address: sisterbettymarie@theEpiphanyCenter.org
 Program Code(s):
 38BN3

2. Nature of Document:

New Renewal Informal Modification One

3. Goal Statement:

The goal of the Epiphany Family Treatment Program (EFTP) is to strengthen family functioning, improve child mental health, early identification of emotional/ behavioral problems, reduce the risk of child abuse and neglect, and improve the parent-child relationship.

4. Target Population:

Infants, children, and adolescents 0 - 21 years of age whose functioning has been affected by parental substance abuse, separation due to out-of-home placement, are in the process of reunification, have experienced trauma, and other stressors on the family.

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

The modality is outpatient mental health services to children and their families that include developmental CANS clinical assessments and CANS treatment plans. The interventions include:

- *Short-term (up to 1 year) Individual and family therapeutic services;*
- *Crisis intervention;*
- *Case management;*
- *Case conferences.*

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

The EFTP services are advertised at the San Francisco Public Library, the Talk Line, and other community resource lists. The EFTP partners with Early Head Start, other childcare centers, Homeless Prenatal Program, Drug Dependency Court, Neighborhood Health Centers, the County Jail, and San Francisco General Hospital.

B. Admission, enrollment and/or intake criteria

- *Infants, children, and adolescents between the ages of 0-21 at risk for or who have psychiatric problems and who receive SF Medical or Healthy Families insurance benefits and who meet EPSDT Medi-Cal eligibility; have an approved DSM V diagnosis, a significant impairment or deterioration in an important area of functioning.*

- *Clients are either in their parents' custody, foster care, relative care, or group homes or in the process of family reunification.*
- *No physical or psychiatric disabilities which preclude participation in the therapeutic services.*
- *Clients must be willing to attend regularly clinic session.*

C. Service Delivery Model

The EFTP is located at 100 Masonic Avenue in the first floor office located adjacent to the main entrance of the building. Spaces include two play therapy rooms and individual offices for staff and interns that also accommodate family sessions.

The service delivery model includes:

- *CANS Assessments and CANS Treatment Plans of Care that formulated within 60 days of episode opening and reassessments annually.*
- *A Documentation Compliance Check List between the clinician and supervisor to ensure that all documentation meets compliance requirements.*
- *All open clinical cases go through an initial PURQC process at 1 year. Three committee members from the clinic have expertise to enhance clinical decision making processes and suggest various evidence based practices. This process functions as a clinical consultation for clinical supervisors to make authorization decisions based on meaningful clinical information.*
- *All CANS Assessments and Treatment Plans of Care are done by Licensed Therapists and Post graduate interns who have received training and certification in their use.*
- *Weekly individual psychotherapy by Licensed Therapists and post graduate interns with weekly supervision.*
- *Collateral family therapy and psychoeducation and developmental guidance provided by therapists.*

Service Delivery Model and Hours of Operation:

Individual and Family Therapeutic services are provided on Wednesday between the hours of noon and 7:00 pm, and Friday, noon to 5:00 pm

Strategies for Service Delivery/Duration:

- *Therapists receive clinical training from CBHS regarding how to work effectively with clients and how to engage clients and families; they attend annual trainings on how to advance the development and of well-defined, culturally appropriate competencies for caregiver and youth engagement in the CANS Assessment and Treatment process;*
- *Therapists perform accurate CANS Assessments and are certified and recertified annually on the CANS assessments (CYF 0-4 and the CYF 5-18 years);*
- *Therapists create achievable treatment plans with client goals and measurable objectives utilizing the CANS 0-18 Treatment Plan of Care*
- *Therapists monitor treatment goals and review and problem solve with client/family progress towards goal achievement;*
- *Regular schedule of reassessment and treatment goals are in line with CBHS performance requirements. Clients are reassessed annually from the date of Episode opening.*
- *Clients are discharged based on achievement of treatment goals and the decision of the PURQC committee.*

- *All open clinical cases go through an initial PURQC process at 1 year. This process functions as a clinical consultation for clinical supervisors to make authorization decisions based on meaningful clinical information and to determine discharge planning.*

D. Exit Criteria and Discharge Planning

- *Discharge Planning is based on Successful Completion of the therapy and agreed upon by client/family and therapist. Once agreed upon therapist spends the last month of therapy preparing the client/family for discharge. At the time of discharge a CANS Closing Summary is completed showing improved areas of functioning.*
- *If warranted client/family is referred to other types of community services, such as after school programs, tutoring, and interactive parenting classes.*
- *Therapist informs the client/family that it is possible to resume therapy if symptoms are such that they meet the criteria for medical necessity.*
- *Sometimes, discharge is based on the fact that client has moved to another county at which time, therapist works with the ACCESS team from the other county for a continuance of mental health services if the family requests.*

E. Program Staffing

The Epiphany Family Treatment Program is staff by a Clinical Director (FTE .16), with a PhD in Child Psychology, a licensed therapists (FTE .15) and a post graduate interns. The staff are well informed in trauma focused therapy and evidenced based practices for the target population. These staff members serve on the Program Utilization Review Quality Committee (PURQC). This committee chooses to authorize and/or provide clinical recommendations concerning continued services, treatment directions or intensity of services. The committee utilizes the Documentation Compliance Check List proved by CBHS to ensure all documentation meets compliance.

All of the therapists have clinical experience in providing direct clinical services with the target population and have been providing therapy at the EFTP for a minimum of two years. Each therapist is certified on the CANS Assessment and complies with all necessary deadlines for assessments and treatment plans of care. They also comply with training for quality assurance and HIPPA compliance. The staff use clinical tools and data from the CANS assessment to make meaningful clinical decision regarding treatment and discharge based on the clinicians' recommendations for discharge, and the families' wishes, while drawing on their expertise to make ethical decisions that are in the client's and families' best interests, and that meet quality assurance.

7. Objectives and Measurements:

All objectives, and descriptions of how objectives will be measured, are contained in the CBHS document entitled CBHS Performance Objectives.

8. Continuous Quality Improvement:

• Monitoring for Achievement of Contract Performance Objectives

The contract performance objectives are monitored jointly between CBHS and the Clinical Director. Reports are sent to the Clinical Director that highlight the areas: certification on the CANS assessment; regularly scheduled super-user calls; initial assessment and treatment plans within a 30 business days of episode opening; reassessments; and treatment plans. The initial overall composite score obtained was 20 which indicated that program achieved between 90-100% of objective. The lowest score in the area of initial CANS improved to 100% of initial CANS in the last report.

- **Description of Internal Chart Quality Audit**

The Clinical Director attends all required CBHS contractor's meetings to ensure accurate mental health billing and client charts. The Clinical Director will utilize the Documentation Compliance Check List provided by Behavioral Health Services, Children, Youth and Families System of Care to ensure that all charts are current and ready for audit. The Clinical Director and interns attend all trainings on AVATAR and MYAVATAR and are certified and recertified annually on the CANS to ensure meeting contract performance objectives. All CANS assessments and Treatment plans are completed within the necessary time period. The Clinical Director carefully monitors all client charts monthly to ensure that all necessary consent forms are signed and in the chart as well as all signed treatment plans. Additionally, the Clinical Director monitors that all initial service authorization and reauthorization forms are submitted to the PURQC committee within the necessary time period. The PURQC committee also meets quarterly or as needed to discuss reauthorization of clients that may exceed one year of treatment to review current mental health status and the need for new treatment goals.

- **Cultural Competency of Staff and Services**

The Clinical Director participates in monthly clinical conference calls with CBHS to ensure culturally competent assessment and treatment planning, and attends annual training in the engagement in culturally appropriate competencies with youth and families. The Clinical Director also contributed to the development of a working document that outlines the engagement of culturally appropriate competencies. Her contribution was used as a comprehensive model of excellence at previous trainings with CBHS.

- **Client Satisfaction**

All client satisfaction surveys have been completed by clients with a success rate of 95 to 100%. All data from the surveys have consistently demonstrated commendable client satisfaction that exceeds standards. The clinic staff use the data to ensure compliance with standards.

- **CANS measurement analysis**

The Clinical Director works with CBHS on an Agency Clinic Formulation to identify promising intervention practices which demonstrate that children experience meaningful improvement based on the CANS assessment and Treatment Plan of Care. The Clinic Formulation is then analyzed and compared to other county-wide agencies to improve local expertise and system outcomes for children in San Francisco County.

9. Required Language: N/A

Appendix B Calculation of Charges

1. Method of Payment

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

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

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

CONTRACTOR shall submit monthly invoices in the format attached, Appendix F, and in a form acceptable to the Contract Administrator, by the fifteenth (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."

2. Program Budgets and Final Invoice

A. Program is listed below:

- Appendix B-1 Epiphany House
- Appendix B-2 Epiphany Family Treatment Program
- Appendix B-3 Epiphany Residential

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 **Four Million One Hundred Seventeen Thousand Seventy-Five Dollars (\$4,117,075)** for the period of **January 1, 2018 through June 30, 2022**.

CONTRACTOR understands that, of this maximum dollar obligation, **\$441,115** 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 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.

January 1, 2018 through June 30, 2018	\$ 408,440
July 1, 2018 through June 30, 2019	\$ 816,880
July 1, 2019 through June 30, 2020	\$ 816,880
July 1, 2020 through June 30, 2021	\$ 816,880
July 1, 2021 through June 30, 2022	\$ 816,880
Subtotal	\$ 3,675,960
12% Contingency	\$ 441,115
Grand Total	\$ 4,117,075

CONTRACTOR understands that the CITY may need to adjust sources of revenue and agrees that these needed adjustments will become part of this Agreement by written modification to CONTRACTOR. In event that such reimbursement is terminated or reduced, this Agreement shall be terminated or proportionately reduced accordingly. In no event will CONTRACTOR be entitled to compensation in excess of these amounts for these periods without there first being a modification of the Agreement or a revision to Appendix B, Budget, as provided for in this section of this Agreement.

3. 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.

DPH 1: Department of Public Health Contract Budget Summary

DHCS Legal Entity Number: 01121				Fiscal Year: 2017-18			
Contractor Name: Mount St. Joseph-St. Elizabeth				Appendix B: Page 4			
FSP Contract ID#: 1000007730				Document Date: 1/3/18			
Contract Appendix Number:	B-1	B-2	B-3				
Appendix A/Provider Name:	Epiphany House	Epiphany Residential	Epiphany Family Treatment				
Provider Number:	383881	383843	38BN				
Program Code:	38812	38432	38BN3				
FUNDING TERM:	1/1/18 - 6/30/18	1/1/18 - 6/30/18	1/1/18 - 6/30/18				TOTAL
FUNDING USES							
Salaries & Employee Benefits:	120,482	119,259	27,360				267,101
Operating Expenses:	43,933	46,964	3,685				94,582
Capital Expenses:	-	-	-				-
Subtotal Direct Expenses:	164,415	166,223	31,045	-	-	-	361,683
Indirect Expenses:	22,420	20,612	3,725				46,757
Indirect %:							13%
TOTAL FUNDING USES	186,835	186,835	34,770	-	-	-	408,440
						Employee Fringe Benefits %:	27%
BHS MENTAL HEALTH FUNDING SOURCES							
MH FED - SDMC Regular FFP (50%)			15,000				15,000
MH STATE - 2011 PSR EPSDT			13,500				13,500
MH CYF COUNTY General Fund (matched)			1,500				1,500
MH CYF COUNTY - General Fund			3,922				3,922
MH CYF COUNTY GF - CODB			848				848
TOTAL BHS MENTAL HEALTH FUNDING SOURCES	-	-	34,770			-	34,770
BHS SUBSTANCE ABUSE FUNDING SOURCES							
SA COUNTY - General Fund	186,835	186,835					373,670
	-	-					-
TOTAL BHS SUBSTANCE ABUSE FUNDING SOURCES	186,835	186,835	-	-	-	-	373,670
OTHER DPH FUNDING SOURCES							
							-
							-
TOTAL OTHER DPH FUNDING SOURCES	-	-	-	-	-	-	-
TOTAL DPH FUNDING SOURCES	186,835	186,835	34,770	-	-	-	408,440
NON-DPH FUNDING SOURCES							
							-
							-
TOTAL NON-DPH FUNDING SOURCES	-	-	-	-	-	-	-
TOTAL FUNDING SOURCES (DPH AND NON-DPH)	186,835	186,835	34,770	-	-	-	408,440

DPH 7: Contract-Wide Indirect DetailContractor Name: Mount St. Joseph-St. ElizabethAppendix B: Page 5Fiscal Year: 17-18**1. SALARIES & BENEFITS**

Position Title	FTE	Salaries
Executive Director	0.30	5,621
Comptroller	0.25	5,014
Human Resources Manager	0.25	4,234
Accounting Assistant	0.30	3,761
Comunication Coordinator	0.10	1,153
Receptionist	0.25	1,910
Maintenance Manager	0.25	3,123
SUBTOTAL	1.70	24,816
EMPLOYEE FRINGE BENEFITS	30.00%	7,445
TOTAL SALARIES & BENEFITS		32,261

2. OPERATING COSTS

Expense line item:	Amount
Annual Audit	3,725
Office supplies	4,128
Building Maintenance	6,643
TOTAL OPERATING COSTS	14,496
TOTAL INDIRECT COSTS (Salaries & Benefits + Operating Costs)	46,757

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

Contractor Name: Mount St. Joseph-St. Elizabeth						Appendix #: B-1
Provider Name: Mount St. Joseph-St. Elizabeth						Fiscal Year: 2017-18
Provider Number: 383881						Page #: 1
FSP Contract ID#: 1000007730						
Program Name:	Epiphany House					
Program Code:	38812					
Mode/SFC (MH) or Modality (SA):	Res-51					
Service Description:	SA-Res Recov Long Term (over 30 days)					TOTAL
FUNDING TERM:	1/1/18 - 6/30/18					
FUNDING USES						
Salaries & Employee Benefits:	120,482					120,482
Operating Expenses:	43,933					43,933
Capital Expenses:						-
Subtotal Direct Expenses:	164,415	-	-	-	-	164,415
Indirect Expenses:	22,420					22,420
TOTAL FUNDING USES:	186,835	-	-	-	-	186,835
BHS MENTAL HEALTH FUNDING SOURCES						
						-
						-
TOTAL BHS MENTAL HEALTH FUNDING SOURCES		-	-	-	-	-
BHS SUBSTANCE ABUSE FUNDING SOURCES						
	Index Code					
SA COUNTY - General Fund	HMHSCCRES227	186,835				186,835
						-
TOTAL BHS SUBSTANCE ABUSE FUNDING SOURCES		186,835	-	-	-	186,835
OTHER DPH FUNDING SOURCES						
						-
						-
TOTAL OTHER DPH FUNDING SOURCES		-	-	-	-	-
TOTAL DPH FUNDING SOURCES		186,835	-	-	-	186,835
NON-DPH FUNDING SOURCES						
NON DPH - Fund Raising		-				-
						-
TOTAL NON-DPH FUNDING SOURCES		-	-	-	-	-
TOTAL FUNDING SOURCES (DPH AND NON-DPH)		186,835	-	-	-	186,835
BHS UNITS OF SERVICE AND UNIT COST						
Number of Beds Purchased (if applicable):	10					
SA Only - Non-Res 33 - ODF # of Group Sessions (classes):						
SA Only - Licensed Capacity for Medi-Cal Provider with Narcotic Tx Program:						
Cost Reimbursement (CR) or Fee-For-Service (FFS):	CR					
DPH Units of Service:	1,735					
Unit Type:	Bed Days					
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES ONLY):	107.67					
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES):	107.67					
Published Rate (Medi-Cal Providers Only):						
Unduplicated Clients (UDC):	30					Total UDC:
						30

DPH 3: Salaries & Benefits Detail

Program Code: 38812
 Program Name: Epiphany House

Appendix #: B-1

Page #: 2

Position Title	TOTAL		General Fund HMHSCCRES227									
	Term: 1/1/18 - 6/30/18 FTE	Salaries	Term: 1/1/18 - 6/30/18 FTE	Salaries	Term: FTE	Salaries	Term: FTE	Salaries	Term: FTE	Salaries	Term: FTE	Salaries
Program Director	0.50	9,652	0.50	9,652								
Program Coordinator	1.00	14,871	1.00	14,871								
Recovery Counselor	0.50	14,877	0.50	7,439								
Diet Instructor	0.12	1,352	0.12	1,352								
Case Manager	1.00	11,258	1.00	11,258								
House Counselor	5.23	48,578	5.23	48,578								
	-	-										
	-	-										
	-	-										
	-	-										
	-	-										
	-	-										
	-	-										
	-	-										
	-	-										
	-	-										
Totals:	8.35	93,149	8.35	93,149	-	-	-	-	-	-	-	-

Employee Fringe Benefits:	29.34%	27,333	29.34%	27,333	0.00%							
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TOTAL SALARIES & BENEFITS

120,482	120,482				
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DPH 4: Operating Expenses Detail

Program Code: 38812
 Program Name: Epiphany House

Appendix #: B-1
 Page #: 3

Expenditure Categories & Line Items	TOTAL	General Fund HMHSCCRES227	NON-DPH Funding			
	Term: 1/1/18 - 6/30/18	Term: 1/1/18 - 6/30/18	Term:	Term: _____	Term: _____	Term: _____
Occupancy:						
Rent	7,580	7,580				
Utilities (telephone, electricity, water, gas)	8,322	8,322				
Building Repair/Maintenance	575	575				
Materials & Supplies:						
Office Supplies	2,438	2,438				
Program Supplies	4,250	4,250				
Computer hardware/software	-					
General Operating:						
Training/Staff Development	375	375				
Insurance	4,393	4,393				
Professional License	1,500	1,500				
Equipment Lease & Maintenance	4,750	4,750				
Staff Travel:						
Local Travel	425	425				
Field Expenses	450	450				
Consultant/Subcontractor:						
Daniel Taube, PhD, Psychologist \$150/hr x 2 hrs/wk x 11.25 wks	3,375	3,375				
	-					
Other:						
Staff Recruitment	500	500				
Food	5,000	5,000				
	-					
	-					
TOTAL OPERATING EXPENSE	43,933	43,933	-	-	-	-

BUDGET JUSTIFICATIONContractor Name Mount St. Joseph -St.ElizabethAppendix #: B-1Program Name: Epiphany HouseFiscal Year: 2017-2018**2) OPERATING EXPENSES:**Page #: 5**Occupancy:**

Expense Item	Brief Description	Rate	Cost
Rent	Rental of program space 1615 Broderick St San Fra	1263.33/month	7,580
Utilities (telephone, electricity, water, gas)	Utilities to run the program space at 1615 Broderick	1387.07/month	8,322.42
Building Repair/Maintenance	Plumbing repair, general carpentry repair	95.82/month	574.92
Total Occupancy:			16,477

Materials & Supplies:

Expense Item	Brief Description	Rate	Cost
Office Supplies	Paper, notebooks, pens, print cartridges	\$406.32/month	2,438
Program Supplies	Program materials, paper, binders	\$708.32/month	4,250
Computer hardware/software	-		
Total Materials & Supplies:			6,688

General Operating:

Expense Item	Brief Description	Rate	Cost
Training/Staff Development	Team building, position related development	\$62.5/month	375
Insurance	Workers compensation	\$732.16/month	4,393
Professional License	Certification, registration	\$250/month	1,500
Equipment Lease & Maintenance	IT network support, computer	791.66/month	4,750
Total General Operating:			11,018

Staff Travel:

Purpose of Travel	Location	Expense Item	Rate	Cost
Local Travel	California	mileage, gas	70.82/month	425
Field Expenses	San Francisco	parking, tolls	75/month	450
Total Staff Travel:				875

Consultants/Subcontractors:

Consultant/Subcontractor Name	Service Description	Rate	Cost
Daniel Taube, PhD, Psychologist	evaluation, clinical assessment	\$150/wk	3,375
\$150/hr x 2hrs/wk x 11.25 wks			
Total Consultants/Subcontractors:			3,375

Other:

Expense Item	Brief Description	Rate	Cost
Staff Recruitment	Open position posting, interviews, background check	\$83.32/month	500
Food	Wellness, food preparation, groceries	\$833.33/month	5,000
Total Other:			5,500

TOTAL OPERATING EXPENSES: 43,933**TOTAL DIRECT COSTS: 164,415****4) INDIRECT COSTS**

Describe method and basis for Indirect Cost Allocation (i.e., FTE, square footage, or other)	Amount
Salaries & benefits - overhead personnel, per FTE	16,367
Annual Audit, office supplies, maintenance, per square footage	6,054

Indirect Rate: **14%****TOTAL INDIRECT COSTS: 22,420****TOTAL EXPENSES: 186,835**

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

Contractor Name: Mount St. Joseph-St. Elizabeth						Appendix #: B-2
Provider Name: Mount St. Joseph-St. Elizabeth						Fiscal Year: 2017-18
Provider Number: 383843						Page #: 1
Program Name:	Epiphany Residential					
Program Code:	38432					
Mode/SFC (MH) or Modality (SA):	Res-51					
Service Description:	SA-Res Recov Long Term (over 30 days)					TOTAL
FUNDING TERM:	1/1/18 - 6/30/18					
FUNDING USES						
Salaries & Employee Benefits:	119,259					119,259
Operating Expenses:	46,964					46,964
Capital Expenses:						-
Subtotal Direct Expenses:	166,223	-	-	-	-	166,223
Indirect Expenses:	20,612					20,612
TOTAL FUNDING USES:	186,835	-	-	-	-	186,835
BHS MENTAL HEALTH FUNDING SOURCES						
						-
						-
TOTAL BHS MENTAL HEALTH FUNDING SOURCES		-	-	-	-	-
BHS SUBSTANCE ABUSE FUNDING SOURCES						
	Index Code					
SA COUNTY - General Fund	HMHSCCRES227	186,835				186,835
						-
TOTAL BHS SUBSTANCE ABUSE FUNDING SOURCES		186,835	-	-	-	186,835
OTHER DPH FUNDING SOURCES						
						-
						-
TOTAL OTHER DPH FUNDING SOURCES		-	-	-	-	-
TOTAL DPH FUNDING SOURCES		186,835	-	-	-	186,835
NON-DPH FUNDING SOURCES						
NON DPH - Fund Raising						-
						-
TOTAL NON-DPH FUNDING SOURCES		-	-	-	-	-
TOTAL FUNDING SOURCES (DPH AND NON-DPH)		186,835	-	-	-	186,835
BHS UNITS OF SERVICE AND UNIT COST						
Number of Beds Purchased (if applicable):	10					
SA Only - Non-Res 33 - ODF # of Group Sessions (classes):						
SA Only - Licensed Capacity for Medi-Cal Provider with Narcotic Tx Program:						
Cost Reimbursement (CR) or Fee-For-Service (FFS):	CR					
DPH Units of Service:	1,735	-	-	-	-	
Unit Type:	Bed Days					
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only):	107.67					
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES):	107.67					
Published Rate (Medi-Cal Providers Only):						
Unduplicated Clients (UDC):	30					Total UDC: 30

DPH 3: Salaries & Benefits Detail

Program Code: 38432

Program Name: Epiphany Residential

Appendix #: B-2

Page #: 2

Position Title	TOTAL		General Fund HMHSCCRES227									
	Term: 1/1/18 - 6/30/18		Term: 1/1/18 - 6/30/18		Term:		Term:		Term:		Term:	
	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries
Program Director	0.50	9,652	0.50	9,652								
Program Coordinator	1.00	14,644	1.00	14,644								
Recovery Counselor	0.50	7,439	0.50	7,439								
Diet Instructor	0.12	1,352	0.12	1,352								
Case Manager	1.00	11,258	1.00	11,258								
House Counselor	5.23	48,140	5.23	48,140								
	-	-										
	-	-										
	-	-										
	-	-										
	-	-										
	-	-										
	-	-										
	-	-										
	-	-										
	-	-										
	-	-										
Totals:	8.35	92,485	8.35	92,485	-	-	-	-	-	-	-	-

Employee Fringe Benefits:	28.95%	26,774	28.95%	26,774								
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TOTAL SALARIES & BENEFITS	119,259	119,259		-		-		-		-		-
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DPH 4: Operating Expenses Detail

Program Code: 38432
 Program Name: Epiphany Residential

Appendix #: B-2
 Page #: 3

Expenditure Categories & Line Items	TOTAL	General Fund HMHSCCRES227				
	Term: 1/1/18 - 6/30/18	Term: 1/1/18 - 6/30/18	Term:	Term: _____	Term: _____	Term: _____
Occupancy:						
Rent	-	-				
Utilities (telephone, electricity, water, gas)	5,794	5,794				
Building Repair/Maintenance	-					
Materials & Supplies:						
Office Supplies	2,013	2,013				
Photocopying	-					
Printing	-					
Program Supplies	8,750	8,750				
Computer hardware/software	-					
General Operating:						
Training/Staff Development	525	525				
Insurance	6,830	6,830				
Professional License	2,100	2,100				
Permits	-					
Equipment Lease & Maintenance	5,328	5,328				
Staff Travel:						
Local Travel	840	840				
Out-of-Town Travel	-					
Field Expenses	910	910				
Consultant/Subcontractor:						
Daniel Taube, PhD, Psychologist \$150/hr x 2 hr/wk x 15.75 wks	4,725	4,725				
Other:						
Staff Recruitment	700	700				
Food	8,449	8,449				
	-					
	-	-				
TOTAL OPERATING EXPENSE	46,964	46,964	-	-	-	-

BUDGET JUSTIFICATIONContractor Name Mount St.Joseph -St.ElizabethAppendix #: B-2Program Name: Epiphany ResidentialFiscal Year: 2017-2018**2) OPERATING EXPENSES:**Page #: 5**Occupancy:**

Expense Item	Brief Description	Rate	Cost
Rent	-		
Utilities (telephone, electricity, water, gas)	Utilities to run the program space at 100 Masonic Ave	\$965.66/month	5,794
Total Occupancy:			5,794

Materials & Supplies:

Expense Item	Brief Description	Rate	Cost
Office Supplies	Paper, notebooks, pens, print cartridges	\$335.5/month	2,013
Program Supplies	Program materials, paper, binders	\$1458.32/month	8,750
Computer hardware/software	-		
Total Materials & Supplies:			10,763

General Operating:

Expense Item	Brief Description	Rate	Cost
Training/Staff Development	Team building, position related development	\$87.50/month	525
Insurance	Workers compensation	\$1138.32/month	6,830
Professional License	Certification, registration	\$350/month	2,100
Equipment Lease & Maintenance	IT network support, computer	888/month	5,328
Total General Operating:			14,783

Staff Travel:

Purpose of Travel	Location	Expense Item	Rate	Cost
Local Travel	California	mileage, gas	140/month	840
Field Expenses	San Francisco	parking, tolls	151.66/month	910
Total Staff Travel:				1,750

Consultants/Subcontractors:

Consultant/Subcontractor Name	Service Description	Rate	Cost
Daniel Taube, PhD, Psychologist	evaluation, clinical assessment	\$150/wk	4,725
\$150/hr x 2 hr/wk x 15.75 wks			
Total Consultants/Subcontractors:			4,725

Other:

Expense Item	Brief Description	Rate	Cost
Staff Recruitment	Open position posting, interviews, background check	\$116.66/month	700
Food	Wellness, food preparation, groceries	1524.83/month	8,449
Total Other:			9,149

TOTAL OPERATING EXPENSES: 46,964**TOTAL DIRECT COSTS: 166,223****4) INDIRECT COSTS**

Describe method and basis for Indirect Cost Allocation (i.e., FTE, square footage, or other)

Amount

Salaries & benefits - overhead personnel, per FTE	15,355
Annual Audit, office supplies, maintenance, per square footage	5,257

Indirect Rate: 12%

TOTAL INDIRECT COSTS: 20,612**TOTAL EXPENSES: 186,835**

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

Contractor Name: Mount St. Joseph-St. Elizabeth
 Provider Name: Mount St. Joseph-St. Elizabeth
 Provider Number: 38BN

Appendix #: B-3
 Fiscal Year: 2017-18
 Page #: 1

Program Name:	Epiphany Family Treatment	Epiphany Family Treatment				
Program Code:	38BN3	38BN3				
Mode/SFC (MH) or Modality (SA):	15/10-57, 59	15/01-09				
Service Description:	OP-MH Svcs	OP-Case Mgt Brokerage				TOTAL
FUNDING TERM:	1/1/18 - 6/30/18	1/1/18 - 6/30/18				
FUNDING USES						
Salaries & Employee Benefits:	25,718	1,642				27,360
Operating Expenses:	3,399	286				3,685
Capital Expenses:						-
Subtotal Direct Expenses:	29,117	1,928	-	-	-	31,045
Indirect Expenses:	3,494	231				3,725
TOTAL FUNDING USES:	32,611	2,159	-	-	-	34,770
BHS MENTAL HEALTH FUNDING SOURCES						
	Index Code					
MH FED - SDMC Regular FFP (50%)	HMHMCP751594	14,550	450			15,000
MH STATE - 2011 PSR EPSDT	HMHMCP751594	13,095	405			13,500
MH CYF COUNTY General Fund (matched)	HMHMCP751594	1,455	45			1,500
MH CYF COUNTY - General Fund	HMHMCP751594	2,688	1,234			3,922
MH CYF COUNTY GF - CODB	HMHMCP751594	823	25			848
TOTAL BHS MENTAL HEALTH FUNDING SOURCES		32,611	2,159	-	-	34,770
BHS SUBSTANCE ABUSE FUNDING SOURCES						
						-
						-
TOTAL BHS SUBSTANCE ABUSE FUNDING SOURCES		-	-	-	-	-
OTHER DPH FUNDING SOURCES						
						-
						-
TOTAL OTHER DPH FUNDING SOURCES		-	-	-	-	-
TOTAL DPH FUNDING SOURCES		32,611	2,159	-	-	34,770
NON-DPH FUNDING SOURCES						
NON DPH - Fund Raising						-
						-
TOTAL NON-DPH FUNDING SOURCES		-	-	-	-	-
TOTAL FUNDING SOURCES (DPH AND NON-DPH)		32,611	2,159	-	-	34,770
BHS UNITS OF SERVICE AND UNIT COST						
Number of Beds Purchased (if applicable):						
SA Only - Non-Res 33 - ODF # of Group Sessions (classes):						
SA Only - Licensed Capacity for Medi-Cal Provider with Narcotic Tx Program:						
Cost Reimbursement (CR) or Fee-For-Service (FFS):	CR	CR				
DPH Units of Service:	13,702	1,186				
Unit Type:	Staff Minute	Staff Minute				
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only):	2.38	1.82				
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES):	2.38	1.82				
Published Rate (Medi-Cal Providers Only):	3.29	2.54				
Unduplicated Clients (UDC):	20	20				Total UDC:
						20

DPH 3: Salaries & Benefits Detail

Program Code: 38BN3
 Program Name: Epiphany Family Treatment Program

Appendix #: B-3

Page #: 2

Position Title	TOTAL		HMHMCP751594									
	Term: 1/1/18 - 6/30/18	Term:	Term:	Term:	Term:	Term:	Term:	Term:	Term:			
	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries
Clinical Director	0.16	17,315	0.30	17,315								
LCSW	0.15	8,319		8,319								
	-	-										
	-	-										
	-	-										
	-	-										
	-	-										
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	-	-										
	-	-										
	-	-										
	-	-										
	-	-										
	-	-										
Totals:	0.30	25,634	0.30	25,634	-	-	-	-	-	-	-	-

Employee Fringe Benefits:	6.73%	1,726	6.73%	1,726								
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TOTAL SALARIES & BENEFITS 27,360 27,360 - - -

DPH 4: Operating Expenses Detail

Program Code: 38BN3
 Program Name: Epiphany Family Treatment Program

Appendix #: B-3
 Page #: 3

Expenditure Categories & Line Items	TOTAL	HMMHCP751594				
	Term: 1/1/18 - 6/30/18	Term: 1/1/18 - 6/30/18	Term:	Term: _____	Term: _____	Term: _____
Occupancy:						
Rent	-					
Utilities (telephone, electricity, water, gas)	912	912				
Materials & Supplies:						
Office Supplies	16	16				
Program Supplies	20	20				
Computer hardware/software	-					
General Operating:						
Insurance	1,013	1,013				
Professional License	45	45				
Equipment Lease & Maintenance	1,680	1,680				
TOTAL OPERATING EXPENSE	3,685	3,685	-	-	-	-

BUDGET JUSTIFICATION

Contractor Name Mount St. Joseph -St.Elizabeth
 Program Name: Epiphany Family Treatment

Appendix #: B-3
 Fiscal Year: 2017-2018
 Page #: 5

2) OPERATING EXPENSES:**Occupancy:**

Expense Item	Brief Description	Rate	Cost
Rent	-		
Utilities (telephone, electricity, water, gas)	Utilities to run the program space at 100 Masonic Ave	\$152/month	912
	-		
Total Occupancy:			912

Materials & Supplies:

Expense Item	Brief Description	Rate	Cost
Office Supplies	Paper, notebooks, pens, print cartridges	\$2.67/month	16
Photocopying	-		
Printing	-		
Program Supplies	Program materials, paper, binders	\$3.33/month	20
Computer hardware/software	-		
Total Materials & Supplies:			36

General Operating:

Expense Item	Brief Description	Rate	Cost
Training/Staff Development			
Insurance	Workers compensation	\$168.83/month	1,013
Professional License	Certification, registration	\$7.5/month	45
Permits	-		
Equipment Lease & Maintenance	IT network support, computer	279.98/month	1,680
Total General Operating:			2,738

TOTAL OPERATING EXPENSES:	3,685
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TOTAL DIRECT COSTS:	31,045
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4) INDIRECT COSTS

Describe method and basis for Indirect Cost Allocation (i.e., FTE, square footage, or other)

Amount

Annual Audit	3,725

Indirect Rate: 12%

TOTAL INDIRECT COSTS:	3,725
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TOTAL EXPENSES:	34,770
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**Appendix C
Insurance Waiver
Reserved**

Appendix D
(formerly “Additional Terms”)
Reserved

APPENDIX E



San Francisco Department of Public Health

Business Associate Agreement

Mount St. Joseph - St. Elizabeth

1/1/18

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

RECITALS

A. CE, by and through the San Francisco Department of Public Health (“SFDPH”), wishes to disclose certain information to BA pursuant to the terms of the Agreement, some of which may constitute Protected Health Information (“PHI”) (defined below).

B. For purposes of the Agreement, CE requires Contractor, even if Contractor is also a covered entity under HIPAA, to comply with the terms and conditions of this BAA as a BA of CE.

C. CE and BA intend to protect the privacy and provide for the security of PHI disclosed to BA pursuant to the Agreement in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (“the HITECH Act”), and regulations promulgated there under by the U.S. Department of Health and Human Services (the “HIPAA Regulations”) and other applicable laws, including, but not limited to, California Civil Code §§ 56, et seq., California Health and Safety Code § 1280.15, California Civil Code §§ 1798, et seq., California Welfare & Institutions Code §§5328, et seq., and the regulations promulgated there under (the “California Regulations”).

D. As part of the HIPAA Regulations, the Privacy Rule and the Security Rule (defined below) require CE to enter into a contract containing specific requirements with BA prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 164.314(a), 164.502(a) and (e) and 164.504(e) of the Code of Federal Regulations (“C.F.R.”) and contained in this BAA.

E. BA enters into agreements with CE that require the CE to disclose certain identifiable health information to BA. The parties desire to enter into this BAA to permit BA to have access to such information and comply with the BA requirements of HIPAA, the HITECH Act, and the corresponding Regulations.

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

1. Definitions.

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

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

APPENDIX E



San Francisco Department of Public Health

Business Associate Agreement

Mount St. Joseph - St. Elizabeth

1/1/18

the Privacy Rule, the Security Rule, and the HITECH Act, including, but not limited to, 42 U.S.C. Section 17938 and 45 C.F.R. Section 160.103.

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

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

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

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

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

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

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

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

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.

APPENDIX E



San Francisco Department of Public Health

Business Associate Agreement

Mount St. Joseph - St. Elizabeth

1/1/18

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

2. Obligations of Business Associate.

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

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

c. Permitted Uses. BA may use, access, and/or disclose Protected Information only for the purpose of performing BA's obligations for, or on behalf of, the City and as permitted or required under the Agreement and BAA, or as required by law. Further, BA shall not use Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so used by CE. However, BA may use Protected Information as necessary (i) for the proper management and administration of BA; (ii) to carry out the legal responsibilities of BA; (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)].

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BA may disclose PHI to a BA that is a subcontractor and may allow the subcontractor to create, receive, maintain, or transmit Protected Information on its behalf, if the BA obtains satisfactory assurances, in accordance with 45 C.F.R. Section 164.504(e)(1), that the subcontractor will appropriately safeguard the information [45 C.F.R. Section 164.502(e)(1)(ii)].

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

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

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

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

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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.

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

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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.

c. Effect of Termination. Upon termination of the Agreement and this BAA for any reason, BA shall, at the option of CE, return or destroy all Protected Information that BA and its agents and subcontractors still maintain in any form, and shall retain no copies of such Protected Information. If return or destruction is not feasible, as determined by CE, BA shall continue to extend the protections and satisfy the obligations of Section 2 of this BAA to such information, and limit further use and disclosure of such PHI to those purposes that make the return or destruction of the information infeasible [45 C.F.R. Section 164.504(e)(2)(ii)(J)]. If CE elects destruction of the PHI, BA shall certify in writing to CE that such PHI has been destroyed in accordance with the Secretary's guidance regarding proper destruction of PHI.

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

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

4. Amendment to Comply with Law.

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

5. Reimbursement for Fines or Penalties.

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

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

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

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

Contractor Name:	Mount St. Joseph-St. Elizabeth	Contractor City Vendor ID	0000014714
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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 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 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:		<input type="checkbox"/>	<input type="checkbox"/>
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.] [SFDPH 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 SFDPH's health information?					<input type="checkbox"/>	<input type="checkbox"/>
F	Assure that staff who create, or transfer health information (via laptop, USB/thumb-drive, handheld), have prior supervisorial authorization to do so AND that health information is only transferred or created on encrypted devices approved by SFDPH Information Security staff?					<input type="checkbox"/>	<input type="checkbox"/>

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

If Applicable: DOES YOUR ORGANIZATION...						Yes	No*
G	Have (or will have if/when applicable) evidence that SFDPH Service Desk (628-206-SERV) was notified to de-provision employees who have access to SFDPH 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 SFDPH.)					<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:	Mount St. Joseph-St. Elizabeth	Contractor City Vendor ID	0000014714
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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]	<input type="checkbox"/>	<input type="checkbox"/>
B	Use findings from the assessments/audits to identify and mitigate known risks into documented remediation plans?	<input type="checkbox"/>	<input type="checkbox"/>
	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?	<input type="checkbox"/>	<input type="checkbox"/>
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)?	<input type="checkbox"/>	<input type="checkbox"/>
E	Have a Data Security Officer or other individual designated as the person in charge of ensuring the security of confidential information?	<input type="checkbox"/>	<input type="checkbox"/>
	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.]	<input type="checkbox"/>	<input type="checkbox"/>
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.]	<input type="checkbox"/>	<input type="checkbox"/>
H	Have (or will have if/when applicable) Business Associate Agreements with subcontractors who create, receive, maintain, transmit, or access SFDPH's health information?	<input type="checkbox"/>	<input type="checkbox"/>
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.)?	<input type="checkbox"/>	<input type="checkbox"/>

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**

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Control Number

Contractor : Mt. St. Joseph-St. Elizabeth Epiphany Center

Address: 100 Masonic Avenue, San Francisco, CA 94118

Tel No.: (415) 567-8370
Fax No.: (415) 292-5531

Funding Term: 01/01/2018 - 06/30/2018

PHP Division: Behavioral Health Services

INVOICE NUMBER: **M01 JA 18**

Ct.Blanket No.: BPHM **TBD**

Ct. PO No.: POHM **TBD**

Fund Source: **MH Fed-SDMC Regular FFP (50%)
MH State-2011 PSR EPSDT
MH CYF County-GF (matched)
MH CYF County-GF
MH CYF County GF-CODB**

Invoice Period: **January 2018**

Final Invoice: _____ (Check if Yes)

ACE Control Number: _____

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 Epiphany Family Treatment PC# 38BN3 - HMMCP751594												
15/ 10-57, 59 OP-MH Svcs	13,702	20			-	-	0%	0%	13,702	20	100%	100%
15/ 10 - 09 OP - Cast Mgt Brokerage	1,186	20			-	-	0%	0%	1,186	20	100%	100%

Unduplicated Counts for AIDS Use Only.

Description	BUDGET	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Total Salaries	\$ 25,634.00	\$ -	\$ -	0.00%	\$ 25,634.00
Fringe Benefits	\$ 1,726.00	\$ -	\$ -	0.00%	\$ 1,726.00
Total Personnel Expenses	\$ 27,360.00	\$ -	\$ -	0.00%	\$ 27,360.00
Operating Expenses					
Occupancy	\$ 912.00	\$ -	\$ -	0.00%	\$ 912.00
Materials and Supplies	\$ 36.00	\$ -	\$ -	0.00%	\$ 36.00
General Operating	\$ 2,738.00	\$ -	\$ -	0.00%	\$ 2,738.00
Staff Travel	\$ -	\$ -	\$ -	0.00%	\$ -
Consultant/Subcontractor	\$ -	\$ -	\$ -	0.00%	\$ -
Other:	\$ -	\$ -	\$ -	0.00%	\$ -
	\$ -	\$ -	\$ -	0.00%	\$ -
Total Operating Expenses	\$ 3,686.00	\$ -	\$ -	0.00%	\$ 3,686.00
Capital Expenditures	\$ -	\$ -	\$ -	0.00%	\$ -
TOTAL DIRECT EXPENSES	\$ 31,046.00	\$ -	\$ -	0.00%	\$ 31,046.00
Indirect Expenses	\$ 3,725.00	\$ -	\$ -	0.00%	\$ 3,725.00
TOTAL EXPENSES	\$ 34,771.00	\$ -	\$ -	0.00%	\$ 34,771.00
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

DPH Authorization for Payment

Authorized Signatory

Date

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

Appendix F
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Control Number

Contractor : Mt. St. Joseph-St. Elizabeth Epiphany Center

Address: 100 Masonic Avenue, San Francisco, CA 94118

Fax No.: (415) 292-5531

Funding Term: 01/01/2018 - 06/30/2018

PHP Division: Behavioral Health Services

INVOICE NUMBER: S01 JA 18

Ct.Blanket No.: BPHM TBD

Ct. PO No.: POHM TBD

Fund Source: SA County - General Fund

Invoice Period: January 2018

Final Invoice: _____ (Check if Yes)

ACE Control Number: _____

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-1 Epiphany House PC# 38812 - HMHSCRES227												
Res-51 SA-Res Recov Long Term (Over 30 days)	3,386	30			-	-	0%	0%	3,386	30	100%	100%

Unduplicated Counts for AIDS Use Only.

Description	BUDGET	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Total Salaries	\$ 93,149.00	\$ -	\$ -	0.00%	\$ 93,149.00
Fringe Benefits	\$ 27,333.00	\$ -	\$ -	0.00%	\$ 27,333.00
Total Personnel Expenses	\$ 120,482.00	\$ -	\$ -	0.00%	\$ 120,482.00
Operating Expenses					
Occupancy	\$ 16,477.00	\$ -	\$ -	0.00%	\$ 16,477.00
Materials and Supplies	\$ 6,688.00	\$ -	\$ -	0.00%	\$ 6,688.00
General Operating	\$ 11,018.00	\$ -	\$ -	0.00%	\$ 11,018.00
Staff Travel	\$ 875.00	\$ -	\$ -	0.00%	\$ 875.00
Consultant/Subcontractor	\$ 3,375.00	\$ -	\$ -	0.00%	\$ 3,375.00
Other: Staff Recruitment	\$ 500.00	\$ -	\$ -	0.00%	\$ 500.00
Food	\$ 5,000.00	\$ -	\$ -	0.00%	\$ 5,000.00
Total Operating Expenses	\$ 43,933.00	\$ -	\$ -	0.00%	\$ 43,933.00
Capital Expenditures	\$ -	\$ -	\$ -	0.00%	\$ -
TOTAL DIRECT EXPENSES	\$ 164,415.00	\$ -	\$ -	0.00%	\$ 164,415.00
Indirect Expenses	\$ 22,420.00	\$ -	\$ -	0.00%	\$ 22,420.00
TOTAL EXPENSES	\$ 186,835.00	\$ -	\$ -	0.00%	\$ 186,835.00
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

DPH Authorization for Payment

Authorized Signatory

Date

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

Appendix F
PAGE A-1

Control Number

Contractor : Mt. St. Joseph-St. Elizabeth Epiphany Center

Address: 100 Masonic Avenue, San Francisco, CA 94118

Fax No.: (415) 292-5531

Funding Term: 01/01/2018 - 06/30/2018

PHP Division: Behavioral Health Services

INVOICE NUMBER: S04 JA 18

Ct.Blanket No.: BPHM TBD

Ct. PO No.: POHM TBD

Fund Source: SA County - General Fund

Invoice Period: January 2018

Final Invoice: (Check if Yes)

ACE Control Number: _____

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-2 Epiphany Residential PC# 38432 - HMHSCCRES227												
Res-51 SA-Res Recov Long Term (Over 30 days)	3,386	30			-	-	0%	0%	3,386	30	100%	100%

Unduplicated Counts for AIDS Use Only.

Description	BUDGET	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Total Salaries	\$ 92,485.00	\$ -	\$ -	0.00%	\$ 92,485.00
Fringe Benefits	\$ 26,774.00	\$ -	\$ -	0.00%	\$ 26,774.00
Total Personnel Expenses	\$ 119,259.00	\$ -	\$ -	0.00%	\$ 119,259.00
Operating Expenses					
Occupancy	\$ 5,794.00	\$ -	\$ -	0.00%	\$ 5,794.00
Materials and Supplies	\$ 10,763.00	\$ -	\$ -	0.00%	\$ 10,763.00
General Operating	\$ 14,783.00	\$ -	\$ -	0.00%	\$ 14,783.00
Staff Travel	\$ 1,750.00	\$ -	\$ -	0.00%	\$ 1,750.00
Consultant/Subcontractor	\$ 4,725.00	\$ -	\$ -	0.00%	\$ 4,725.00
Other: Staff Recruitmen	\$ 700.00	\$ -	\$ -	0.00%	\$ 700.00
Food	\$ 8,449.00	\$ -	\$ -	0.00%	\$ 8,449.00
Total Operating Expenses	\$ 46,964.00	\$ -	\$ -	0.00%	\$ 46,964.00
Capital Expenditures	\$ -	\$ -	\$ -	0.00%	\$ -
TOTAL DIRECT EXPENSES	\$ 166,223.00	\$ -	\$ -	0.00%	\$ 166,223.00
Indirect Expenses	\$ 20,612.00	\$ -	\$ -	0.00%	\$ 20,612.00
TOTAL EXPENSES	\$ 186,835.00	\$ -	\$ -	0.00%	\$ 186,835.00
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

DPH Authorization for Payment

Authorized Signatory _____ Date _____

Appendix G
Dispute Resolution Procedure
for Health and Human Services Nonprofit Contractors
9-06

Introduction

The City Nonprofit Contracting Task Force submitted its final report to the Board of Supervisors in June 2003. The report contains thirteen recommendations to streamline the City's contracting and monitoring process with health and human services nonprofits. These recommendations include: (1) consolidate contracts, (2) streamline contract approvals, (3) make timely payment, (4) create review/appellate process, (5) eliminate unnecessary requirements, (6) develop electronic processing, (7) create standardized and simplified forms, (8) establish accounting standards, (9) coordinate joint program monitoring, (10) develop standard monitoring protocols, (11) provide training for personnel, (12) conduct tiered assessments, and (13) fund cost of living increases. The report is available on the Task Force's website at http://www.sfgov.org/site/npcontractingtf_index.asp?id=1270. The Board adopted the recommendations in February 2004. The Office of Contract Administration created a Review/Appellate Panel ("Panel") to oversee implementation of the report recommendations in January 2005.

The Board of Supervisors strongly recommends that departments establish a Dispute Resolution Procedure to address issues that have not been resolved administratively by other departmental remedies. The Panel has adopted the following procedure for City departments that have professional service grants and contracts with nonprofit health and human service providers. The Panel recommends that departments adopt this procedure as written (modified if necessary to reflect each department's structure and titles) and include it or make a reference to it in the contract. The Panel also recommends that departments distribute the finalized procedure to their nonprofit contractors. Any questions or concerns about this Dispute Resolution Procedure should be addressed to purchasing@sfgov.org.

Dispute Resolution Procedure

The following Dispute Resolution Procedure provides a process to resolve any disputes or concerns relating to the administration of an awarded professional services grant or contract between the City and County of San Francisco and nonprofit health and human services contractors.

Contractors and City staff should first attempt to come to resolution informally through discussion and negotiation with the designated contact person in the department.

If informal discussion has failed to resolve the problem, contractors and departments should employ the following steps:

- **Step 1** The contractor will submit a written statement of the concern or dispute addressed to the Contract/Program Manager who oversees the agreement in question. The writing should describe the nature of the concern or dispute, i.e., program, reporting, monitoring, budget, compliance or other concern. The Contract/Program Manager will investigate the concern with the appropriate department staff that are involved with the nonprofit agency's program, and will either convene a meeting with the contractor or provide a written response to the contractor within 10 working days.

- Step 2 Should the dispute or concern remain unresolved after the completion of Step 1, the contractor may request review by the Division or Department Head who supervises the Contract/Program Manager. This request shall be in writing and should describe why the concern is still unresolved and propose a solution that is satisfactory to the contractor. The Division or Department Head will consult with other Department and City staff as appropriate, and will provide a written determination of the resolution to the dispute or concern within 10 working days.
- Step 3 Should Steps 1 and 2 above not result in a determination of mutual agreement, the contractor may forward the dispute to the Executive Director of the Department or their designee. This dispute shall be in writing and describe both the nature of the dispute or concern and why the steps taken to date are not satisfactory to the contractor. The Department will respond in writing within 10 working days.

In addition to the above process, contractors have an additional forum available only for disputes that concern implementation of the thirteen policies and procedures recommended by the Nonprofit Contracting Task Force and adopted by the Board of Supervisors. These recommendations are designed to improve and streamline contracting, invoicing and monitoring procedures. For more information about the Task Force's recommendations, see the June 2003 report at http://www.sfgov.org/site/npcontractingtf_index.asp?id=1270.

The Review/Appellate Panel oversees the implementation of the Task Force report. The Panel is composed of both City and nonprofit representatives. The Panel invites contractors to submit concerns about a department's implementation of the policies and procedures. Contractors can notify the Panel after Step 2. However, the Panel will not review the request until all three steps are exhausted. This review is limited to a concern regarding a department's implementation of the policies and procedures in a manner which does not improve and streamline the contracting process. This review is not intended to resolve substantive disputes under the contract such as change orders, scope, term, etc. The contractor must submit the request in writing to purchasing@sfgov.org. This request shall describe both the nature of the concern and why the process to date is not satisfactory to the contractor. Once all steps are exhausted and upon receipt of the written request, the Panel will review and make recommendations regarding any necessary changes to the policies and procedures or to a department's administration of policies and procedures.

Appendix H
Reserved (Privacy Policy Compliance Standards)

Appendix I

THE DECLARATION OF COMPLIANCE

Each Fiscal Year, CONTRACTOR attests with a Declaration of Compliance that each program site has an Administrative Binder that contains all of the forms, policies, statements, and documentation required by Community Behavioral Health Services (CBHS). The Declaration of Compliance also lists requirements for site postings of public and client information, and client chart compliance if client charts are maintained. CONTRACTOR understands that the Community Programs Business Office of Contract Compliance may visit a program site at any time to ensure compliance with all items of the Declaration of Compliance.

Appendix J

SUBSTANCE USE DISORDER SERVICES such as Drug Medi-Cal, Federal Substance Abuse Prevention And Treatment (SAPT) Block Grant, Primary Prevention or State Funded Services

The following laws, regulations, policies/procedures and documents are hereby incorporated by reference into this Agreement as though fully set forth therein.

Drug Medi-Cal (DMC) services for substance use treatment in the Contractor's service area pursuant to Sections 11848.5(a) and (b) of the Health and Safety Code (hereinafter referred to as HSC), Sections 14021.51 – 14021.53, and 14124.20 – 14124.25 of the Welfare and Institutions Code (hereinafter referred to as W&IC), and Title 22 of the California Code of Regulations (hereinafter referred to as Title 22), Sections 51341.1, 51490.1, and 51516.1, and Part 438 of the Code of Federal Regulations, hereinafter referred to as 42 CFR 438.

The City and County of San Francisco and the provider enter into this Intergovernmental Agreement by authority of Title 45 of the Code of Federal Regulations Part 96 (45 CFR Part 96), Substance Abuse Prevention and Treatment Block Grants (SAPT Block Grant) for the purpose of planning, carrying out, and evaluating activities to prevent and treat substance abuse. SAPT Block Grant recipients must adhere to Substance Abuse and Mental Health Administration's (SAMHSA) National Outcome Measures (NOMs).

The objective is to make substance use treatment services available to Medi-Cal and other non-DMC beneficiaries through utilization of federal and state funds available pursuant to Title XIX and Title XXI of the Social Security Act and the SAPT Block Grant for reimbursable covered services rendered by certified DMC providers.

Reference Documents

Document 1A: Title 45, Code of Federal Regulations 96, Subparts C and L, Substance Abuse Prevention and Treatment Block Grant Requirements
<https://www.gpo.gov/fdsys/granule/CFR-2005-title45-vol1/CFR-2005-title45-vol1-part96>

Document 1B: Title 42, Code of Federal Regulations, Charitable Choice Regulations
<https://www.law.cornell.edu/cfr/text/42/part-54>

Document 1C: Driving-Under-the-Influence Program Requirements

Document 1F(a): Reporting Requirement Matrix – County Submission Requirements for the Department of Health Care Services

Document 1G: Perinatal Services Network Guidelines 2016

Document 1H(a): Service Code Descriptions

Document 1J(a): Non-Drug Medi-Cal Audit Appeals Process

Document 1J(b): DMC Audit Appeals Process

Document 1K: Drug and Alcohol Treatment Access Report (DATAR)

<http://www.dhcs.ca.gov/provgovpart/Pages/DATAR.aspx>

Document 1P: Alcohol and/or Other Drug Program Certification Standards (March 15, 2004)

http://www.dhcs.ca.gov/provgovpart/Pages/Facility_Certification.aspx

Document 1T: CalOMS Prevention Data Quality Standards

Document 1V: Youth Treatment Guidelines

http://www.dhcs.ca.gov/individuals/Documents/Youth_Treatment_Guidelines.pdf

Document 2A: Sobky v. Smoley, Judgment, Signed February 1, 1995

Document 2C: Title 22, California Code of Regulations

<http://ccr.oal.ca.gov>

Document 2E: Drug Medi-Cal Certification Standards for Substance Abuse Clinics (Updated July 1, 2004)

http://www.dhcs.ca.gov/services/adp/Documents/DMCA_Drug_Medi-Cal_Certification_Standards.pdf

Document 2F: Standards for Drug Treatment Programs (October 21, 1981)

http://www.dhcs.ca.gov/services/adp/Documents/DMCA_Standards_for_Drug_Treatment_Programs.pdf

Document 2G Drug Medi-Cal Billing Manual

http://www.dhcs.ca.gov/formsandpubs/Documents/Info%20Notice%202015/DMC_Billing_Manual%20FINAL.pdf

Document 2K: Multiple Billing Override Certification (MC 6700)

Document 2L(a): Good Cause Certification (6065A)

Document 2L(b): Good Cause Certification (6065B)

Document 2P: County Certification - Cost Report Year-End Claim For Reimbursement

Document 2P(a): Drug Medi-Cal Cost Report Forms – Intensive Outpatient Treatment – Non-Perinatal (form and instructions)

Document 2P(b): Drug Medi-Cal Cost Report Forms – Intensive Outpatient Treatment – Perinatal (form and instructions)

Document 2P(c): Drug Medi-Cal Cost Report Forms – Outpatient Drug Free Individual Counseling – Non-Perinatal (form and instructions)

Document 2P(d): Drug Medi-Cal Cost Report Forms – Outpatient Drug Free Individual Counseling – Perinatal (form and instructions)

Document 2P(e): Drug Medi-Cal Cost Report Forms – Outpatient Drug Free Group Counseling – Non-Perinatal (form and instructions)

Document 2P(f): Drug Medi-Cal Cost Report Forms – Outpatient Drug Free Group Counseling – Perinatal (form and instructions)

Document 2P(g): Drug Medi-Cal Cost Report Forms – Residential – Perinatal (form and instructions)

Document 2P(h): Drug Medi-Cal Cost Report Forms – Narcotic Treatment Program – County – Non-Perinatal (form and instructions)

Document 2P(i): Drug Medi-Cal Cost Report Forms – Narcotic Treatment Program – County – Perinatal (form and instructions)

Document 3G: California Code of Regulations, Title 9 – Rehabilitation and Developmental Services, Division 4 – Department of Alcohol and Drug Programs, Chapter 4 – Narcotic Treatment Programs
<http://www.calregs.com>

Document 3H: California Code of Regulations, Title 9 – Rehabilitation and Developmental Services, Division 4 – Department of Alcohol and Drug Programs, Chapter 8 – Certification of Alcohol and Other Drug Counselors
<http://www.calregs.com>

Document 3J: CalOMS Treatment Data Collection Guide
http://www.dhcs.ca.gov/provgovpart/Documents/CalOMS_Tx_Data_Collection_Guide_JAN%202014.pdf

Document 3O: Quarterly Federal Financial Management Report (QFFMR) 2014-15
http://www.dhcs.ca.gov/provgovpart/Pages/SUD_Forms.aspx

Document 3S CalOMS Treatment Data Compliance Standards

Document 3V Culturally and Linguistically Appropriate Services (CLAS) National Standards
<http://minorityhealth.hhs.gov/templates/browse.aspx?lvl=2&lvlID=15>

Document 4D : Drug Medi-Cal Certification for Federal Reimbursement (DHCS100224A)

Document 5A : Confidentiality Agreement

FOR CONTRACTS WITH DRUG MEDI-CAL, FEDERAL SAPT OR STATE FUNDS:

I. Subcontractor Documentation

The provider shall require its subcontractors that are not licensed or certified by DHCS to submit organizational documents to DHCS within thirty (30) days of execution of an initial subcontract, within ninety (90) days of the renewal or continuation of an existing subcontract or when there has been a change in subcontractor name or ownership. Organizational documents shall include the subcontractor's Articles of Incorporation or Partnership Agreements (as applicable), and business licenses, fictitious name permits, and such other information and documentation as may be requested by DHCS.

Records

Contractor shall maintain sufficient books, records, documents, and other evidence necessary for State to audit contract performance and contract compliance. Contractor will make these records available to State, upon request, to evaluate the quality and quantity of services, accessibility and appropriateness of services, and to ensure fiscal accountability. Regardless of the location or ownership of such records, they shall be sufficient to determine the reasonableness, allowability, and allocability of costs incurred by Contractor.

1. Contracts with audit firms shall have a clause to permit access by State to the working papers of the external independent auditor, and copies of the working papers shall be made for State at its request.
2. Providers shall keep adequate and sufficient financial records and statistical data to support the year-end documents filed with State.
3. Accounting records and supporting documents shall be retained for a three-year period from the date the year-end cost settlement report was approved by State for interim settlement. When an audit has been started before the expiration of the three-year period, the records shall be retained until completion of the audit and final resolution of all issues that arise in the audit. Final settlement shall be made at the end of the audit and appeal process. If an audit has not begun within three years, the interim settlement shall be considered as the final settlement.
4. Financial records shall be kept so that they clearly reflect the source of funding for each type of service for which reimbursement is claimed. These documents include, but are not limited to, all ledgers, books, vouchers, time sheets, payrolls, appointment schedules, client data cards, and schedules for allocating costs.
5. Provider's shall require that all subcontractors comply with the requirements of this Section A.
6. Should a provider discontinue its contractual agreement with subcontractor, or cease to conduct business in its entirety, provider shall be responsible for retaining the subcontractor's fiscal and program records for the required retention period. The State Administrative Manual (SAM) contains statutory requirements governing the retention, storage, and disposal of records pertaining to State funds.

If provider cannot physically maintain the fiscal and program records of the subcontractor, then arrangements shall be made with State to take possession and maintain all records.
7. In the expenditure of funds hereunder, and as required by 45 CFR Part 96, Contractor shall comply with the requirements of SAM and the laws and procedures applicable to the obligation and expenditure of State funds.

II Patient Record Retention

Provider agrees to establish, maintain, and update as necessary, an individual patient record for each beneficiary admitted to treatment and receiving services.

Drug Medi-Cal contracts are controlled by applicable provisions of: (a) the W&I, Chapter 7, Sections 14000, et seq., in particular, but not limited to, Sections 14100.2, 14021, 14021.5, 14021.6, 14043, et seq., (b) Title 22, including but not limited to Sections 51490.1, 51341.1 and 51516.1; and (c) Division 4 of Title 9 of the California Code of Regulations (hereinafter referred to as Title 9).

Established by DMC status and modality of treatment, each beneficiary's individual patient record shall include documentation of personal information as specified in either AOD Standards; Title 22; and Title 9. Contractor agrees to maintain patient records in accordance with the provision of treatment regulations that apply.

Providers, regardless of DMC certification status, shall maintain all of the documentation in the beneficiary's individual patient record for a minimum of seven (7) years from the date of the last face-to-face contact between the beneficiary and the provider.

In addition providers shall maintain all of the documentation that the beneficiary met the requirements for good cause specified in Section 51008.5, where the good cause results from beneficiary-related delays, for a minimum of seven (7) years from the date of the last face-to-face contact. If an audit takes place during the three year period, the contractor shall maintain records until the audit is completed.

III. Control Requirements

1) Performance under the terms of this Exhibit A, Attachment I, is subject to all applicable federal and state laws, regulations, and standards. In accepting DHCS drug and alcohol combined program allocation pursuant to HSC Sections 11814(a) and (b), Contractor shall: (i) establish, and shall require its providers to establish, written policies and procedures consistent with the following requirements; (ii) monitor for compliance with the written procedures; and (iii) be held accountable for audit exceptions taken by DHCS against the Contractor and its contractors for any failure to comply with these requirements:

- a) HSC, Division 10.5, commencing with Section 11760;
 - b) Title 9, California Code of Regulations (CCR) (herein referred to as Title 9), Division 4, commencing with Section 9000;
 - c) Government Code Section 16367.8;
 - d) Government Code, Article 7, Federally Mandated Audits of Block Grant Funds Allocated to Local Agencies, Chapter 1, Part 1, Division 2, Title 5, commencing at Section 53130;
 - e) Title 42 United State Code (USC), Sections 300x-21 through 300x-31, 300x-34, 300x-53, 300x-57, and 330x-65 and 66;
 - f) The Single Audit Act Amendments of 1996 (Title 31, USC Sections 7501-7507) and the Office of Management and Budget (OMB) Circular A-133 revised June 27, 2003 and June 26, 2007.
 - g) Title 45, Code of Federal Regulations (CFR), Sections 96.30 through 96.33 and Sections 96.120 through 96.137;
 - h) Title 42, CFR, Sections 8.1 through 8.6;
 - i) Title 21, CFR, Sections 1301.01 through 1301.93, Department of Justice, Controlled Substances; and,
 - j) State Administrative Manual (SAM), Chapter 7200 (General Outline of Procedures)
- K) [Medi-Cal Eligibility Verification http://www.dhcs.ca.gov/provgovpart/Pages/DataUseAgreement.aspx](http://www.dhcs.ca.gov/provgovpart/Pages/DataUseAgreement.aspx)

Providers shall be familiar with the above laws, regulations, and guidelines and shall assure that its subcontractors are also familiar with such requirements.

2) The provisions of this Exhibit A, Attachment I are not intended to abrogate any provisions of law or regulation, or any standards existing or enacted during the term of this Intergovernmental Agreement.

3) Providers shall adhere to the applicable provisions of Title 45, CFR, Part 96, Subparts C and L, as applicable, in the expenditure of the SAPTBG funds. Document 1A, 45 CFR 96, Subparts C and L, is incorporated by reference.

4) Documents 1C incorporated by this reference, contains additional requirements that shall be adhered to by those Contractors that receive Document 1C. This document is:

a) Document 1C, Driving-Under-the-Influence Program Requirements;

C. In accordance with the Fiscal Year 2011-12 State Budget Act and accompanying law(Chapter 40, Statutes of 2011 and Chapter 13, Statutes of 2011, First ExtraordinarySession), providers that provide Women and Children’s Residential TreatmentServices shall comply with the program requirements (Section 2.5, RequiredSupplemental/Recovery Support Services) of the Substance Abuse and Mental HealthServices Administration’s Grant Program for Residential Treatment for Pregnant and Postpartum Women, RFA found at <http://www.samhsa.gov/grants/grantannouncements/ti-14-005>.

IV Provider’s Agents and Subcontractors

a. To enter into written agreements with any agents, including subcontractors and vendors to whom Contractor provides Department PHI, that impose the same restrictions and conditions on such agents, subcontractors and vendors that apply to providers with respect to such Department PHI under this Exhibit F, and that require compliance with all applicable provisions of HIPAA, the HITECH Act and the HIPAA regulations, including the requirement that any agents, subcontractors or vendors implement reasonable and appropriate administrative, physical, and technical safeguards to protect such PHI. As required by HIPAA, the HITECH Act and the HIPAA regulations, including 45 CFR Sections 164.308 and 164.314, Provider shall incorporate, when applicable, the relevant provisions of this Exhibit F-1 into each subcontract or subaward to such agents, subcontractors and vendors, including the requirement that any security incidents or breaches of unsecured PHI be reported to provider. In accordance with 45 CFR Section 164.504(e)(1)(ii), upon Contractor’s knowledge of a material breach or violation by its subcontractor of the agreement between Provider and the subcontractor, Provider shall:

i) Provide an opportunity for the subcontractor to cure the breach or end the violation and terminate the agreement if the subcontractor does not cure the breach or end the violation within the time specified by the Department; or

ii) Immediately terminate the agreement if the subcontractor has breached a material term of the agreement and cure is not possible.

V Breaches and Security Incidents

During the term of this Agreement, Provider agrees to implement reasonable systems for the discovery and prompt reporting of any breach or security incident, and to take the following steps:

a. Initial Notice to the Department

(1) To notify the Department **immediately by telephone call or email or fax** upon the discovery of a breach of unsecured PHI in electronic media or in any other media if the PHI was, or is reasonably believed to have been, accessed or acquired by an unauthorized person.

(2) To notify the Department **within 24 hours (one hour if SSA data) by email or fax** of the discovery of any suspected security incident, intrusion or unauthorized access, use or disclosure of PHI in violation of this Agreement or this Exhibit F-1, or potential loss of confidential data affecting this Agreement. A breach shall be treated as discovered by provide as of the first day on which the 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, officer or other agent of provider.

Notice shall be provided to the Information Protection Unit, Office of HIPAA Compliance. If the incident occurs after business hours or on a weekend or holiday and involves electronic PHI, notice shall be provided by calling the Information Protection Unit (916.445.4646, 866-866-0602) or by emailing privacyofficer@dhcs.ca.gov. Notice shall be made using the DHCS "Privacy Incident Report" form, including all information known at the time. Provider shall use the most current version of this form, which is posted on the DHCS Information Security Officer website (www.dhcs.ca.gov, then select "Privacy" in the left column and then "Business Partner" near the middle of the page) or use this link: <http://www.dhcs.ca.gov/formsandpubs/laws/priv/Pages/DHCSBusinessAssociatesOnly.aspx> Upon discovery of a breach or suspected security incident, intrusion or unauthorized access, use or disclosure of Department PHI, Provider shall take:

- i) Prompt corrective action to mitigate any risks or damages involved with the breach and to protect the operating environment; and
- ii) Any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations.

b. Investigation and Investigation Report.

To immediately investigate such suspected security incident, security incident, breach, or unauthorized access, use or disclosure of PHI. Within 72 hours of the discovery, Provider shall submit an updated "Privacy Incident Report" containing the information marked with an asterisk and all other applicable information listed on the form, to the extent known at that time, to the Information Protection Unit.

c. Complete Report.

To provide a complete report of the investigation to the Department Program Contract Manager and the Information Protection Unit within ten (10) working days of the discovery of the breach or unauthorized use or disclosure. The report shall be submitted on the "Privacy Incident Report" form and shall include an assessment of all known factors relevant to a determination of whether a breach occurred under applicable provisions of HIPAA, the HITECH Act, and the HIPAA regulations. The report shall also include a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the improper use or disclosure. If the Department requests information in addition to that listed on the "Privacy Incident Report" form, provider shall make reasonable efforts to provide the Department with such information. If, because of the circumstances of the incident, provider needs more than ten (10) working days from the discovery to submit a complete report, the Department may grant a reasonable extension of time, in which case provider shall submit periodic updates until the complete report is submitted. If necessary, a Supplemental Report may be used to submit revised or additional information after the completed report is submitted, by submitting the revised or additional information on an updated "Privacy Incident Report" form. The Department will review and approve the determination of whether a breach occurred and whether individual notifications and a corrective action plan are required.

d. Responsibility for Reporting of Breaches

If the cause of a breach of Department PHI is attributable to provider or its agents, subcontractors or vendors, provider is responsible for all required reporting of the breach as specified in 42 U.S.C. section 17932 and its implementing regulations, including notification to media outlets and to the Secretary (after obtaining prior written approval of DHCS). If a breach of unsecured Department PHI involves more than 500 residents of the State of California or under its jurisdiction, Contractor shall first notify DHCS, then the Secretary of the breach immediately upon discovery of the breach. If a breach involves more than 500 California residents, provider shall also provide, after obtaining written prior approval of DHCS, notice to the Attorney General for the State of California, Privacy Enforcement Section. If Contractor has reason to believe that duplicate reporting of the same breach or incident may occur because its subcontractors, agents or vendors may report

the breach or incident to the Department in addition to provider, provider shall notify the Department, and the Department and provider may take appropriate action to prevent duplicate reporting.

e. Responsibility for Notification of Affected Individuals

If the cause of a breach of Department PHI is attributable to provider or its agents, subcontractors or vendors and notification of the affected individuals is required under state or federal law, provider shall bear all costs of such notifications as well as any costs associated with the breach. In addition, the Department reserves the right to require provider to notify such affected individuals, which notifications shall comply with the requirements set forth in 42U.S.C. section 17932 and its implementing regulations, including, but not limited to, the requirement that the notifications be made without unreasonable delay and in no event later than 60 calendar days after discovery of the breach. The Department Privacy Officer shall approve the time, manner and content of any such notifications and their review and approval must be obtained before the notifications are made. The Department will provide its review and approval expeditiously and without unreasonable delay.

f. Department Contact Information

To direct communications to the above referenced Department staff, the provider shall initiate contact as indicated herein. The Department reserves the right to make changes to the contact information below by giving written notice to the provider. Said changes shall not require an amendment to this Addendum or the Agreement to which it is incorporated.

VI Additional Provisions

A. Additional Intergovernmental Agreement Restrictions

This Intergovernmental Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress, or any statute enacted by the Congress, which may affect the provisions, terms, or funding of this Intergovernmental Agreement in any manner including, but not limited to, 42 CFR 438.610(c)(3).

B. Nullification of DMC Treatment Program SUD services (if applicable)

The parties agree that if the Contractor fails to comply with the provisions of W&I Code, Section 14124.24, all areas related to the DMC Treatment Program SUD services shall be null and void and severed from the remainder of this Intergovernmental Agreement. In the event the DMC Treatment Program Services component of this Intergovernmental Agreement becomes null and void, an updated Exhibit B, Attachment I shall take effect reflecting the removal of federal Medicaid funds and DMC State General Funds from this Intergovernmental Agreement. All other requirements and conditions of this Intergovernmental Agreement shall remain in effect until amended or terminated.

C. Hatch Act

Provider agrees to comply with the provisions of the Hatch Act (Title 5 USC, Sections 1501-1508), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

D. No Unlawful Use or Unlawful Use Messages Regarding Drugs

Provider agrees that information produced through these funds, and which pertains to drug and alcohol - related programs, shall contain a clearly written statement that there shall be no unlawful use of drugs or alcohol associated with the program. Additionally, no aspect of a drug or alcohol- related program shall include any message on the responsible use, if the use is unlawful, of drugs or alcohol (HSC Section 11999-11999.3). By signing this Intergovernmental Agreement, Contractor agrees that it shall enforce, and shall require its subcontractors to enforce, these requirements.

E. Noncompliance with Reporting Requirements

Provider agrees that DHCS has the right to withhold payments until provider has submitted any required data and reports to DHCS, as identified in this Exhibit A, Attachment I or as identified in Document 1F(a), Reporting Requirement Matrix for Counties.

F. Limitation on Use of Funds for Promotion of Legalization of Controlled Substances

None of the funds made available through this Intergovernmental Agreement may be used for any activity that promotes the legalization of any drug or other substance included in Schedule I of Section 202 of the Controlled Substances Act (21 USC 812).

G. Restriction on Distribution of Sterile Needles

No Substance Abuse Prevention and Treatment (SAPT) Block Grant funds made available through this Intergovernmental Agreement shall be used to carry out any program that includes the distribution of sterile needles or syringes for the hypodermic injection of any illegal drug unless DHCS chooses to implement a demonstration syringe services program for injecting drug users.

H. Health Insurance Portability and Accountability Act (HIPAA) of 1996

If any of the work performed under this Intergovernmental Agreement is subject to the HIPAA, Contractor shall perform the work in compliance with all applicable provisions of HIPAA. As identified in Exhibit G, DHCS and provider shall cooperate to assure mutual agreement as to those transactions between them, to which this Provision applies. Refer to Exhibit G for additional information.

1) Trading Partner Requirements

- a) No Changes. Provider hereby agrees that for the personal health information (Information), it shall not change any definition, data condition or use of a data element or segment as proscribed in the federal HHS Transaction Standard Regulation. (45 CFR Part 162.915 (a))
- b) No Additions. Provider hereby agrees that for the Information, it shall not add any data elements or segments to the maximum data set as proscribed in the HHS Transaction Standard Regulation. (45 CFR Part 162.915 (b))
- c) No Unauthorized Uses. Contractor hereby agrees that for the Information, it shall not use any code or data elements that either are marked “not used” in the HHS Transaction’s Implementation specification or are not in the HHS Transaction Standard’s implementation specifications. (45 CFR Part 162.915 (c))
- d) No Changes to Meaning or Intent. Contractor hereby agrees that for the Information, it shall not change the meaning or intent of any of the HHS Transaction Standard’s implementation specification. (45 CFR Part 162.915 (d))

2) Concurrence for Test Modifications to HHS Transaction Standards

Provider agrees and understands that there exists the possibility that DHCS or others may request an extension from the uses of a standard in the HHS Transaction Standards. If this occurs, Provider agrees that it shall participate in such test modifications.

3) Adequate Testing

Provider is responsible to adequately test all business rules appropriate to their types and specialties. If the Contractor is acting as a clearinghouse for enrolled providers, Provider has obligations to adequately test all business rules appropriate to each and every provider type and specialty for which they provide clearinghouse services.

4) **Deficiencies**

The Provider agrees to cure transactions errors or deficiencies identified by DHCS, and transactions errors or deficiencies identified by an enrolled provider if the provider is acting as a clearinghouse for that provider. If the provider is a clearinghouse, the provider agrees to properly communicate deficiencies and other pertinent information regarding electronic transactions to enrolled providers for which they provide clearinghouse services.

5) **Code Set Retention**

Both Parties understand and agree to keep open code sets being processed or used in this Intergovernmental Agreement for at least the current billing period or any appeal period, whichever is longer.

6) **Data Transmission Log**

Both Parties shall establish and maintain a Data Transmission Log, which shall record any and all Data Transmission taking place between the Parties during the term of this Intergovernmental Agreement. Each Party shall take necessary and reasonable steps to ensure that such Data Transmission Logs constitute a current, accurate, complete, and unaltered record of any and all Data Transmissions between the Parties, and shall be retained by each Party for no less than twenty-four (24) months following the date of the Data Transmission. The Data Transmission Log may be maintained on computer media or other suitable means provided that, if it is necessary to do so, the information contained in the Data Transmission Log may be retrieved in a timely manner and presented in readable form.

I. **Nondiscrimination and Institutional Safeguards for Religious Providers**

Contractor shall establish such processes and procedures as necessary to comply with the provisions of Title 42, USC, Section 300x-65 and Title 42, CFR, Part 54, (Reference Document 1B).

J. **Counselor Certification**

Any counselor or registrant providing intake, assessment of need for services, treatment or recovery planning, individual or group counseling to participants, patients, or residents in a DHCS licensed or certified program is required to be certified as defined in Title 9, CCR, Division 4, Chapter 8. (Document 3H).

K. **Cultural and Linguistic Proficiency**

To ensure equal access to quality care by diverse populations, each service provider receiving funds from this Intergovernmental Agreement shall adopt the federal Office of Minority Health Culturally and Linguistically Appropriate Service (CLAS) national standards (Document 3V) and comply with 42 CFR 438.206(c)(2).

L. **Intravenous Drug Use (IVDU) Treatment**

Provider shall ensure that individuals in need of IVDU treatment shall be encouraged to undergo SUD treatment (42 USC 300x-23 and 45 CFR 96.126(e)).

M. **Tuberculosis Treatment**

Provider shall ensure the following related to Tuberculosis (TB):

- 1) Routinely make available TB services to each individual receiving treatment for SUD use and/or abuse;
- 2) Reduce barriers to patients' accepting TB treatment; and,

3) Develop strategies to improve follow-up monitoring, particularly after patients leave treatment, by disseminating information through educational bulletins and technical assistance.

N. Trafficking Victims Protection Act of 2000

Provider and its subcontractors that provide services covered by this Intergovernmental Agreement shall comply with Section 106(g) of the Trafficking Victims Protection Act of 2000 (22 U.S.C. 7104(g)) as amended by section 1702. For full text of the award term, go to: <http://uscode.house.gov/view.xhtml?req=granuleid:USC-prelim-title22-section7104d&num=0&edition=prelim>

O. Tribal Communities and Organizations

Provider shall regularly assess (e.g. review population information available through Census, compare to information obtained in CalOMS Treatment to determine whether population is being reached, survey Tribal representatives for insight in potential barriers) the substance use service needs of the American Indian/Alaskan Native (AI/AN) population within the Contractor's geographic area and shall engage in regular and meaningful consultation and collaboration with elected officials of the tribe, Rancheria, or their designee for the purpose of identifying issues/barriers to service delivery and improvement of the quality, effectiveness and accessibility of services available to AI/NA communities within the Provider's county.

P. Participation of County Alcohol and Drug Program Administrators Association of California and California Behavioral Health Director's Association of California.

1) Pursuant to HSC Section 11801(g), the Provider's County AOD Program Administrator shall participate and represent the County in meetings of the County Alcohol and Drug Program Administrators Association of California for the purposes of representing the counties in their relationship with DHCS with respect to policies, standards, and administration for SUD abuse services. Participation and representation shall also be provided by the County Behavioral Health Director's Association of California.

2) Pursuant to HSC Section 11811.5(c), the Provider's County AOD Program Administrator shall attend any special meetings called by the Director of DHCS. Participation and representation shall also be provided by the County Behavioral Health Director's Association of California.

Q. Youth Treatment Guidelines

Provider shall follow the guidelines in Document 1V, incorporated by this reference, "Youth Treatment Guidelines," in developing and implementing adolescent treatment programs funded under this Exhibit, until such time new Youth Treatment Guidelines are established and adopted. No formal amendment of this Intergovernmental Agreement is required for new guidelines to be incorporated into this Intergovernmental Agreement.

R. Restrictions on Grantee Lobbying – Appropriations Act Section 503

1) No part of any appropriation contained in this Act shall be used, other than for formal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, or video presentation designed to support or defeat legislation pending before the Congress, except in presentation to the Congress or any State legislative body itself.

2) No part of any appropriation contained in this Act shall be used to pay the salary or expenses of any Intergovernmental Agreement recipient, or agent acting for such recipient, related to any activity designed to influence legislation or appropriations pending before the Congress or any State legislature.

S. Nondiscrimination in Employment and Services

By signing this Intergovernmental Agreement, provider certifies that under the laws of the United States and the State of California, incorporated into this Intergovernmental Agreement by reference and made a part hereof as if set forth in full, Contractor shall not unlawfully discriminate against any person.

T. Federal Law Requirements:

- 1) Title VI of the Civil Rights Act of 1964, Section 2000d, as amended, prohibiting discrimination based on race, color, or national origin in federally funded programs.
- 2) Title IX of the education amendments of 1972 (regarding education and programs and activities), if applicable.
- 3) Title VIII of the Civil Rights Act of 1968 (42 USC 3601 et seq.) prohibiting discrimination on the basis of race, color, religion, sex, handicap, familial status or national origin in the sale or rental of housing.
- 4) Age Discrimination Act of 1975 (45 CFR Part 90), as amended (42 USC Sections 6101 – 6107), which prohibits discrimination on the basis of age.
- 5) Age Discrimination in Employment Act (29 CFR Part 1625).
- 6) Title I of the Americans with Disabilities Act (29 CFR Part 1630) prohibiting discrimination against the disabled in employment.
- 7) Americans with Disabilities Act (28 CFR Part 35) prohibiting discrimination against the disabled by public entities.
- 8) Title III of the Americans with Disabilities Act (28 CFR Part 36) regarding access.
- 9) Rehabilitation Act of 1973, as amended (29 USC Section 794), prohibiting discrimination on the basis of individuals with disabilities.
- 10) Executive Order 11246 (42 USC 2000(e) et seq. and 41 CFR Part 60) regarding nondiscrimination in employment under federal contracts and construction contracts greater than \$10,000 funded by federal financial assistance.
- 11) Executive Order 13166 (67 FR 41455) to improve access to federal services for those with limited English proficiency.
- 12) The Drug Abuse Office and Treatment Act of 1972, as amended, relating to nondiscrimination on the basis of drug abuse.
- 13) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism.

U. State Law Requirements:

- 1) Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Administrative Code, Title 2, Section 7285.0 et seq.).
- 2) Title 2, Division 3, Article 9.5 of the Government Code, commencing with Section 11135.

3) Title 9, Division 4, Chapter 8 of the CCR, commencing with Section 10800.

4) No state or federal funds shall be used by the Contractor or its subcontractors for sectarian worship, instruction, or proselytization. No state funds shall be used by the Contractor or its subcontractors to provide direct, immediate, or substantial support to any religious activity.

5) Noncompliance with the requirements of nondiscrimination in services shall constitute grounds for state to withhold payments under this Intergovernmental Agreement or terminate all, or any type, of funding provided hereunder.

V. Investigations and Confidentiality of Administrative Actions

1) Provider acknowledges that if a DMC provider is under investigation by DHCS or any other state, local or federal law enforcement agency for fraud or abuse, DHCS may temporarily suspend the provider from the DMC program, pursuant to W&I Code, Section 14043.36(a). Information about a provider's administrative sanction status is confidential until such time as the action is either completed or resolved. The DHCS may also issue a Payment Suspension to a provider pursuant to W&I Code, Section 14107.11 and Code of Federal Regulations, Title 42, section 455.23. The Contractor is to withhold payments from a DMC provider during the time a Payment Suspension is in effect.

2) Provider shall execute the Confidentiality Agreement, attached as Document 5A. The Confidentiality Agreement permits DHCS to communicate with Contractor concerning subcontracted providers that are subject to administrative sanctions.

W. This Intergovernmental Agreement is subject to any additional restrictions, limitations, or conditions enacted by the federal or state governments that affect the provisions, terms, or funding of this Intergovernmental Agreement in any manner.

X. Subcontract Provisions

Provider shall include all of the foregoing provisions in all of its subcontracts.

Y. Conditions for Federal Financial Participation

1) Provider shall meet all conditions for Federal Financial Participation, consistent with 42 CFR 438.802, 42 CFR 438.804, 42 CFR 438.806, 42 CFR 438.808, 42 CFR 438.810, 42 CFR 438.812.

2) Pursuant to 42 CFR 438.808, Federal Financial Participation (FFP) is not available to the Contractor if the Contractor:

a) Is an entity that could be excluded under section 1128(b)(8) as being controlled by a sanctioned individual;

b) Is an entity that has a substantial contractual relationship as defined in section 431.55(h)(3), either directly or indirectly, with an individual convicted of certain crimes described in section 1128(8)(B); or

c) Is an entity that employs or contracts, directly or indirectly, for the furnishing of health care utilization review, medical social work, or administrative services, with one of the following:

i. Any individual or entity excluded from participation in federal health care programs under section 1128 or section 1126A; or

ii. An entity that would provide those services through an excluded individual or entity.

Providers shall include the following requirements in their subcontracts with providers:

- 1) **Culturally Competent Services:** Providers are responsible to provide culturally competent services. Providers must ensure that their policies, procedures, and practices are consistent with the principles outlined and are embedded in the organizational structure, as well as being upheld in day-to-day operations. Translation services must be available for beneficiaries, as needed.
- 2) **Medication Assisted Treatment:** Providers will have procedures for linkage/integration for beneficiaries requiring medication assisted treatment. Provider staff will regularly communicate with physicians of beneficiaries who are prescribed these medications unless the beneficiary refuses to consent to sign a 42 CFR part 2 compliant release of information for this purpose.
- 3) **Evidenced Based Practices:** Providers will implement at least two of the following evidenced based treatment practices (EBPs) based on the timeline established in the county implementation plan. The two EBPs are per provider per service modality. Counties will ensure the providers have implemented EBPs. The State will monitor the implementation of EBP's during reviews. The required EBP include:
 - a) **Motivational Interviewing:** A beneficiary-centered, empathic, but directive counseling strategy designed to explore and reduce a person's ambivalence toward treatment. This approach frequently includes other problem solving or solution-focused strategies that build on beneficiaries' past successes.
 - b) **Cognitive-Behavioral Therapy:** Based on the theory that most emotional and behavioral reactions are learned and that new ways of reacting and behaving can be learned.
 - c) **Relapse Prevention:** A behavioral self-control program that teaches individuals with substance addiction how to anticipate and cope with the potential for relapse. Relapse prevention can be used as a stand-alone substance use treatment program or as an aftercare program to sustain gains achieved during initial substance use treatment.
 - d) **Trauma-Informed Treatment:** Services must take into account an understanding of trauma, and place priority on trauma survivors' safety, choice and control.
 - e) **Psycho-Education:** Psycho-educational groups are designed to educate beneficiaries about substance abuse, and related behaviors and consequences. Psycho-educational groups provide information designed to have a direct application to beneficiaries' lives; to instill self-awareness, suggest options for growth and change, identify community resources that can assist beneficiaries in recovery, develop an understanding of the process of recover.

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

Agreement between the City and County of San Francisco and

**Mount St. Joseph -St. Elizabeth
Contract ID: 1000007730**

This Agreement is made this 1st day of January, 2018, in the City and County of San Francisco, State of California, by and between Mount St. Joseph -St. Elizabeth 100 Masonic Avenue, San Francisco, CA 94118 (“Contractor”) and City.

Recitals

WHEREAS, the Department of Public Health (“Department”) wishes to provide Mental Health Outpatient Treatment Services and Educationally Related Mental Health Services (ERMHS) for children and the youth; and

WHEREAS, this Agreement was competitively procured as required by San Francisco Administrative Code Chapter 21.1 through a Request for Proposal (RFP 1-2017) issued on March 24, 2017, in which City selected Contractor as the highest qualified scorer pursuant to the RFP; and

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

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

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

Now, THEREFORE, the parties agree as follows:

Article 1 Definitions

The following definitions apply to this Agreement:

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

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

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

1.4 "Contractor" or "Consultant" means Mount. St. Joseph -St. Elizabeth 100 Masonic Avenue, San Francisco, CA 94118.

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

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

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

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

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

Article 2 Term of the Agreement

2.1 The term of this Agreement shall commence on the latter of: (i) January 1, 2018; or (ii) the Effective Date and expire on June 30, 2022, unless earlier terminated as otherwise provided herein.

Article 3 Financial Matters

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

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

3.2 **Guaranteed Maximum Costs.** The City's payment obligation to Contractor cannot at any time exceed the amount certified by City's Controller for the purpose and period stated in

such certification. Absent an authorized Emergency per the City Charter or applicable Code, no City representative is authorized to offer or promise, nor is the City required to honor, any offered or promised payments to Contractor under this Agreement in excess of the certified maximum amount without the Controller having first certified the additional promised amount and the Parties having modified this Agreement as provided in Section 11.5, "Modification of this Agreement."

3.3 **Compensation.**

3.3.1 **Payment.** Contractor shall provide an invoice to the City on a monthly basis for Services completed in the immediate preceding month, unless a different schedule is set out in Appendix B, "Calculation of Charges." Compensation shall be made for Services identified in the invoice that the Director of Health, in his or her sole discretion, concludes has been satisfactorily performed. Payment shall be made within 30 calendar days of receipt of the invoice, unless the City notifies the Contractor that a dispute as to the invoice exists. In no event shall the amount of this Agreement exceed **Four Million One Hundred Seventeen Thousand Seventy-Five Dollars (\$4,117,075)**. The breakdown of charges associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein. A portion of payment may be withheld until conclusion of the Agreement if agreed to by both parties as retainage, described in Appendix B. In no event shall City be liable for interest or late charges for any late payments.

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

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

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

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

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

(a) All City vendors receiving new contracts, contract renewals, or contract extensions must sign up to receive electronic payments through, the City's Automated Clearing House (ACH) payments service/provider. Electronic payments are processed every business day and are safe and secure. To sign up for electronic payments, visit www.sfgov.org/ach.

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

3.3.7 Federal and/or State Funded Contracts.

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

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

3.4.1 Contractor shall annually have its books of accounts audited by a Certified Public Accountant and a copy of said audit report and the associated management letter(s) shall be transmitted to the Director of Public Health or his /her designee within one hundred eighty (180) calendar days following Contractor's fiscal year end date. If Contractor expends \$750,000 or more in Federal funding per year, from any and all Federal awards, said audit shall be conducted in accordance with 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Said requirements can be found at the following website address: https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl.

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

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

DIRECTOR ninety (90) calendar days before the end of the Agreement term or Contractor's fiscal year, whichever comes first.

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

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

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

Article 4 Services and Resources

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

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

4.3 **Subcontracting.**

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

4.3.2 Contractor will not employ subcontractors.

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

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

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

from, and, if requested, shall defend them against any and all claims, losses, costs, damages, and expenses, including attorneys' fees, arising from this section.

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

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

4.7 **Reserved. Liquidated Damages.**

Article 5 Insurance and Indemnity

5.1 **Insurance.**

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

(a) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than \$1,000,000 each accident, injury, or illness; and

(b) Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; policy must include Abuse and Molestation coverage.

(c) Commercial Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence, "Combined Single Limit" for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.

(d) Professional liability insurance, applicable to Contractor's profession, with limits not less than \$1,000,000 each claim with respect to negligent acts, errors or omissions in connection with the Services.

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

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

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

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

5.1.4 Should any of the required insurance be provided under a claims-made form, Contractor shall maintain such coverage continuously throughout the term of this Agreement and, without

lapse, for a period of three years beyond the expiration of this Agreement, to the effect that, should occurrences during the contract term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.

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

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

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

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

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

5.2 **Indemnification.** Contractor shall indemnify and hold harmless City and its officers, agents and employees from, and, if requested, shall defend them from and against any and all claims, demands, losses, damages, costs, expenses, and liability (legal, contractual, or otherwise) arising from or in any way connected with any: (i) injury to or death of a person, including employees of City or Contractor; (ii) loss of or damage to property; (iii) violation of local, state, or federal common law, statute or regulation, including but not limited to privacy or personally identifiable information, health information, disability and labor laws or regulations; (iv) strict liability imposed by any law or regulation; or (v) losses arising from Contractor's execution of subcontracts not in accordance with the requirements of this Agreement applicable to subcontractors; so long as such injury, violation, loss, or strict liability (as set forth in subsections (i) – (v) above) arises directly or indirectly from Contractor's performance of this Agreement, including, but not limited to, Contractor's use of facilities or equipment provided by City or others, regardless of the negligence of, and regardless of whether liability without fault is imposed or sought to be imposed on City, except to the extent that such indemnity is void or otherwise unenforceable under applicable law, and except where such loss, damage, injury, liability or claim is the result of the active negligence or willful misconduct of City and is not contributed to by any act of, or by any omission to perform some duty imposed by law or agreement on Contractor, its subcontractors, or either's agent or employee. Contractor shall also indemnify, defend and hold City harmless from all suits or claims or administrative proceedings for breaches of federal and/or state law regarding the privacy of health information, electronic records or related topics, arising directly or indirectly from Contractor's performance of this Agreement, except where such breach is the result of the active negligence or willful misconduct of City. The foregoing indemnity shall include, without limitation, reasonable fees of

attorneys, consultants and experts and related costs and City's costs of investigating any claims against the City.

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

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

Article 6 Liability of the Parties

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

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

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

Article 7 Payment of Taxes

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

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

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

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

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

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

Article 8 Termination and Default

8.1 Termination for Convenience

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8.1.5 In arriving at the amount due to Contractor under this Section, City may deduct: (i) all payments previously made by City for Services covered by Contractor's final invoice; (ii) any claim which City may have against Contractor in connection with this Agreement; (iii) any invoiced costs or expenses excluded pursuant to the immediately preceding subsection 8.1.4; and (iv) in instances in which, in the opinion of the City, the cost of any Service performed under this Agreement is excessively high due to costs incurred to remedy or replace defective or rejected Services, the difference between the invoiced amount and City's estimate of the reasonable cost of performing the invoiced Services in compliance with the requirements of this Agreement.

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

8.2 **Termination for Default; Remedies.**

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

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

3.5	Submitting False Claims.	10.10	Alcohol and Drug-Free Workplace
4.5	Assignment	10.13	Working with Minors
Article 5	Insurance and Indemnity	11.10	Compliance with Laws
Article 7	Payment of Taxes	13.1	Nondisclosure of Private, Proprietary or Confidential Information
13.4	Protected Health Information	13.3	Business Associate Agreement

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

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

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

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

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

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

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

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

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

3.3.2	Payment Limited to Satisfactory Services	9.1	Ownership of Results
3.3.7(a)	Grant Funded Contracts - Disallowance	9.2	Works for Hire
3.4	Audit and Inspection of Records	11.6	Dispute Resolution Procedure
3.5	Submitting False Claims	11.7	Agreement Made in California; Venue
Article 5	Insurance and Indemnity	11.8	Construction
6.1	Liability of City	11.9	Entire Agreement
6.3	Liability for Incidental and Consequential Damages	11.10	Compliance with Laws
Article 7	Payment of Taxes	11.11	Severability
8.1.6	Payment Obligation	13.1	Nondisclosure of Private, Proprietary or Confidential Information
13.4	Protected Health Information	13.3	Business Associate Agreement

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

Article 9 Rights In Deliverables

9.1 **Ownership of Results.** Any interest of Contractor or its subcontractors, in the Deliverables, including any drawings, plans, specifications, blueprints, studies, reports, memoranda, computation sheets, computer files and media or other documents prepared by Contractor or its

subcontractors for the purposes of this agreement, shall become the property of and will be transmitted to City. However, unless expressly prohibited elsewhere in this Agreement, Contractor may retain and use copies for reference and as documentation of its experience and capabilities.

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

Article 10 Additional Requirements Incorporated by Reference

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

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

10.3 **Prohibition on Use of Public Funds for Political Activity.** In performing the Services, Contractor shall comply with San Francisco Administrative Code Chapter 12G, which prohibits funds appropriated by the City for this Agreement from being expended to participate in, support, or attempt to influence any political campaign for a candidate or for a ballot measure. Contractor is subject to the enforcement and penalty provisions in Chapter 12G.

10.4 **Reserved.**

10.5 **Nondiscrimination Requirements**

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

10.5.2 **Nondiscrimination in the Provision of Employee Benefits.** San Francisco Administrative Code 12B.2. Contractor does not as of the date of this Agreement, and will not during the

term of this Agreement, in any of its operations in San Francisco, on real property owned by San Francisco, or where work is being performed for the City elsewhere in the United States, discriminate in the provision of employee benefits between employees with domestic partners and employees with spouses and/or between the domestic partners and spouses of such employees, subject to the conditions set forth in San Francisco Administrative Code Section 12B.2.

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

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

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

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

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

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

10.11 Limitations on Contributions. By executing this Agreement, Contractor acknowledges that it is familiar with section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with the City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, or for a grant, loan or loan guarantee, from making any campaign contribution to (1) an individual holding a City

elective office if the contract must be approved by the individual, a board on which that individual serves, or the board of a state agency on which an appointee of that individual serves, (2) a candidate for the office held by such individual, or (3) a committee controlled by such individual, at any time from the commencement of negotiations for the contract until the later of either the termination of negotiations for such contract or six months after the date the contract is approved. The prohibition on contributions applies to each prospective party to the contract; each member of Contractor's board of directors; Contractor's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 20 percent in Contractor; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Contractor. Contractor must inform each such person of the limitation on contributions imposed by Section 1.126 and provide the names of the persons required to be informed to City.

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

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

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

10.14.1 Contractor agrees to comply fully with and be bound by all of the provisions of Chapter 12T, "City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions," of the San Francisco Administrative Code ("Chapter 12T"), including the remedies provided, and implementing regulations, as may be amended from time to time. The provisions of Chapter 12T are incorporated by reference and made a part of this Agreement as though fully set forth herein. The text of the Chapter 12T is available on the web at <http://sfgov.org/olse/fco>. Contractor is required to comply with all of the applicable provisions of 12T, irrespective of the listing of obligations in this Section. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 12T.

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

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

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

10.17 **Sugar-Sweetened Beverage Prohibition.** Contractor agrees that it will not sell, provide, or otherwise distribute Sugar-Sweetened Beverages, as defined by San Francisco Administrative Code Chapter 101, as part of its performance of this Agreement.

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

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

Article 11 General Provisions

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

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

1380 Howard Street, 4th Floor Room
420C

San Francisco, California 94103

Tel: (415) 255-3636

e-mail: april.monegas@sfdph.org

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

1380 Howard Street, 5th Floor
San Francisco, CA 94103

Tel: (415) 255-3514

e-mail: valerie.wiggins@sfdph.org

To
CONTRACTOR: Betty Marie Dunkel, Executive Director
Mount St. Joseph -St. Elizabeth

100 Masonic Avenue
San Francisco, CA 94118

Tel: (415) 351-4045

e-mail: sisterbettymarie@theepiphanycenter.org

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

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

11.3 **Reserved.**

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

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

11.6 **Dispute Resolution Procedure.**

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

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

11.6.3 **Health and Human Service Contract Dispute Resolution Procedure.** The Parties shall resolve disputes that have not been resolved administratively by other departmental remedies

in accordance with the Dispute Resolution Procedure set forth in Appendix G incorporated herein by this reference.

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

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

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

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

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

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

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

Article 12 Department Specific Terms

12.1 Third Party Beneficiaries.

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

12.2 **Exclusion Lists and Employee Verification.** Upon hire and monthly thereafter, Contractor will check the exclusion lists published by the Office of the Inspector General (OIG), General Services Administration (GSA), and the California Department of Health Care Services (DHCS) to ensure

that any employee, temporary employee, volunteer, consultant, or governing body member responsible for oversight, administering or delivering state or federally-funded services who is on any of these lists is excluded from (may not work in) your program or agency. Proof of checking these lists will be retained for seven years.

12.3 Certification Regarding Lobbying.

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

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

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

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

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

12.4 Materials Review.

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

12.5 Emergency Response.

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

Emergency Response Plan, including a site specific emergency response plan for each of its service site. CONTRACTOR is advised that Community Programs Contract Compliance Section staff will review these plans during a compliance site review. Information should be kept in an Agency/Program Administrative Binder, along with other contractual documentation requirements for easy accessibility and inspection.

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

Article 13 Data and Security

13.1 Nondisclosure of Private, Proprietary or Confidential Information.

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

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

13.2 Reserved. (Payment Card Industry ("PCI") Requirements.)

13.3 Business Associate Agreement.

The parties acknowledge that CITY is a Covered Entity as defined in the Healthcare Insurance Portability and Accountability Act of 1996 ("HIPAA") and is required to comply with the HIPAA Privacy Rule governing the access, 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) (04-12-2018)
 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.

Appendix E and attestations are not required.

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

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

Article 14 MacBride And Signature

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

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

CITY

CONTRACTOR

Recommended by:

Mount St. Joseph -St. Elizabeth

Barbara A. Garcia 7/12/18
Barbara A. Garcia, MPA Date
Director of Health
Department of Public Health

Betty Marie Dunkel 6-8-18
Betty Marie Dunkel Date
Executive Director

Supplier ID: 0000014714

Approved as to Form:

Dennis J. Herrera
City Attorney

By:

Virginia Dario Elizondo 7/9/18
Virginia Dario Elizondo Date
Deputy City Attorney

Approved:

Jaci Fong 8/15/18
for Jaci Fong Date
Director of the Office of Contract Administration, and
Purchaser

Received By:
AUG 7 '18 PM 12:10
Purchasing Department

Received By:
JUL 13 '18 PM 2:38
Purchasing Department

Appendix A:	Scope of Services
Appendix A-1:	Epiphany House
Appendix A-2:	Epiphany Residential
Appendix A-3:	Epiphany Family Treatment
Appendix B:	Calculation of Charges
Appendix C:	Reserved (Insurance Waiver)
Appendix D:	Reserved (formerly “Additional Terms”)
Appendix E:	SFDPH Business Associate Agreement (BAA) & Attestations
Appendix F:	Invoice
Appendix G:	Dispute Resolution Procedure for Health and Human Services Nonprofit Contractors
Appendix H:	Reserved (Privacy Policy Compliance Standards)
Appendix I:	The Declaration of Compliance
Appendix J:	Substance Use Disorder Services such as Drug Medi-Cal, Federal Substance Abuse Prevention and Treatment (SAPT) Block Grant, Primary Prevention or State Funded Services

Appendix A
Scope of Services – DPH Behavioral Health Services

1. Terms

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

1. Terms

A. Contract Administrator:

In performing the Services hereunder, Contractor shall report to **Valerie Wiggins**, Program Manager for the City, or 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. BHS Electronic Health Records 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 Behavioral Health Services (BHS) Mental Health Services public safety net; as such, these clinics are to remain open to referrals from the BHS 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.

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 Epiphany House
- Appendix A-2 Epiphany Family Treatment Program
- Appendix A-3 Epiphany Residential

1. Identifiers:

Program Name: Epiphany House
 Program Address: 1615 Broderick Street
 City, State, ZIP: San Francisco, CA 94115
 Telephone: (415) 567-8370 FAX: (415) 292-5531
 Website Address: TheEpiphanyCenter.org
 Contractor Address: 100 Masonic Avenue
 City, State, ZIP: San Francisco, CA 94118
 Person Completing
 this Narrative: Sister Betty Marie Dunkel
 Telephone: (415) 567-8370
 Email Address: sisterbettymarie@theEpiphanyCenter.org

Program Code(s): 38812

2. Nature of Document:

New Renewal Informal Modification One

3. Goal Statement:

Women in residential drug treatment will gain recovery skills, strong parenting skills, healthy, productive lifestyles, and their young children will have positive developmental outcomes.

4. Target Population:

Adult women of all races and ethnicities, over 18 with substance abuse problems, mental health issues, who are pregnant, parenting children 0-3 years, or without children, and who are residents of San Francisco.

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

These modalities will be provided for 30 unduplicated clients for the year in residential treatment.

- *Individual and group sessions for 20 hours/week;*
- *Case Management;*
- *Crisis intervention;*
- *Drug Education and Relapse prevention information;*
- *Life skills training, e.g. cooking, household management;*
- *Parenting support;*
- *Referrals for housing or transitional programs;*
- *Medication management;*
- *Referrals to mental health services.*

6. Methodology:

A. Outreach: *Case managers outreach to the following partner agencies for referrals when openings in the program occur: Child Welfare workers, Dependency Drug Court, neighborhood health centers, the County Jail, and San Francisco General Hospital. Clients are also referred by Homeless Prenatal Program, detox programs, and other treatment programs.*

B. Admission and Intake by Case Managers

The Epiphany Center's Admission, Enrollment and Intake Criteria and Process are as follows:

- *Women 18 and over, may be pregnant, without children, or with children 2 years or under at the time of admission, or be in the process of reunification with children 2 or under.*
- *Primary substance abuse problems: Heroin, cocaine, marijuana, alcohol, poly-drugs. Co-occurring mental health problems are expected.*
- *In cases of probation, or parole, the probation/parole officer must be notified and all parties formulate an agreeable contract prior to admission.*
- *No physical or psychiatric disabilities which preclude participation in the program structure, and/or program activities.*
- *Client must be willing to accept program rules and structural limitations prior to admission.*

All of the above criteria are ultimately determined by the staff according to all relative factors concerning the client involved. Services are terminated for both parent and child whenever there is evidence that the level of service does not meet the requirements of the Standards for Drug Treatment Programs and Federal Regulations, or the needs of the client. At the time of discharge, when possible, clients have a discharge plan with appropriate referrals made to other programs.

C. Service Delivery Model

*Residential Treatment Services - As a State licensed facility, the **Epiphany House** provides 24-hour care and supervision by **Residential Counselors** for women and their young children. Epiphany Center staff strive to provide a welcoming, compassionate program with a focus on building strong, supportive relationships. The Epiphany Center has used an evidence-based model, "Seeking Safety" for the past 6 years to promote trauma-informed services. Groups focus on building positive communication skills, growth in self-esteem, and on lifelong recovery skills.*

Hours of Operation

Residential treatment is provided every day throughout the year, 24 hours per day.

Strategies for Service Delivery/Duration

Residential treatment services are provided in an attractive, clean, environment that focuses on building self-esteem and life skills. There is a predictable schedule and structure, clear guidelines for behavior, and women and children are treated with respect and dignity. Household routines and chores are part of building a new lifestyle and giving to the community. Clients learn or review basic housekeeping skills, money management and social/recreation skills, parenting skills, and building a positive support system in the community. Women contribute part of their income to an "incentive" fund given to women after completion of 6 or 12 months of treatment. Women gain more skills for life-long recovery with adequate time in treatment. Women have the option of requesting 6 to 12 months in the residential programs based on their individual needs. Recovery, life skills, and parenting groups are held on Monday, Wednesday, Thursday, and Friday 9:30 to 3:00.

Phases of Treatment

*The following treatment levels are stages of treatment in the Epiphany House Program. **Residential Counselors** provide orientation to the program and Resident Handbook guidelines. During this time appointments are made for any medical, prenatal, mental health, or income needs. Transportation is provided as appropriate.*

Level 1 - The client attends Recovery and other groups and participates in the residential groups and daily routine. She is on orientation phase and has support from peers to appointments for the first 30 days. She must be in the residence each week night by 6:00 pm and 7:00 pm on Friday and Saturday evenings.

Criteria to move to Level 2:

- *Have clean urine tox screens*
- *Have attended all required groups consistently and be on “no contracts”*
- *Have attended all groups with active participation*
- *Have followed all guidelines as outlined in the Resident Handbook*
- *Have a relapse prevention plan*
- *Have attended the required three 12-step meetings (or other self-help group) per week*
- *Complete all treatment objectives for this Level.*

Level 2 - The client must return to the Residence Monday – Thursday by 7:00 pm, and on Friday and Saturday by 8:00 pm.

Criteria to move to Level 3:

- *Attends and actively participate in all required groups.*
- *Consistently working toward meeting treatment plan goals.*
- *Demonstrates openness and honesty in communication with peers in groups and in daily living and not on a behavioral contract.*
- *Demonstrates consistent, responsible behavior in managing time for care of self and child, for household chores, for attendance at 12-step meetings*
- *Completes all treatment objectives for this Level.*

Level 3 - During this phase the client is working on her discharge plan and is consistently utilizing tools for a strong recovery. She is actively working toward meeting her goals for a GED, enrolled in college classes or a vocational program, or is working at a volunteer job.

Clients must return to the Residence Monday – Thursday by 8:00 pm and on Friday and Saturday by 11:00 pm. The client may request weekend passes from one to three nights as she progresses through this level. At this level, the client must consistently demonstrate the behaviors listed for the previous phases.

Following a planned discharge from the Epiphany House the client may continue to use the Epiphany Childcare Center, the Pediatric Clinic, the Children’s Mental Health Clinic, the Family Enrichment Program, and the In-Home Services Program.

Wrap-around Services

For mothers with infants or toddlers, the Epiphany Center provides therapeutic childcare, early intervention services for prenatal drug exposure, developmental assessments, a Pediatric Clinic, and a Children’s Mental Health Clinic. Women may participate in job preparation skills in the Epiphany Internship Program. They receive a stipend for work in the dietary department, childcare, office or housekeeping work. The extended service network addresses issues of substance abuse, mental health, child development, parent-child interaction, domestic violence, life skills, housing, health care, social support and vocational training.

Residential Bed Capacity

The program is licensed for 14 beds, the contract funds 10 beds.

Linkages

The agency has memoranda of understanding with other providers to provide mental health services, detox services, vocational and educational support, transitional housing, and health services:

- *San Francisco City College, John Adams Campus for vocational and educational opportunities;*

- *JVS for vocational training;*
- *Casa de las Madres for domestic violence services;*
- *Transitional living programs, Harbor House, Gracenter, and Clara House;*
- *Infant Parent Program, UCSF for parent child therapy and staff consultation;*
- *Bayview Hunter’s Point, RAMS for mental health services;*
- *Maxine Hall for health services.*

D. Discharge Planning and Exit Criteria

Discharge Planning

During Level 2, the Case Manager meets with each woman to develop and document an individualized strategy that will assist her in maintaining a continued alcohol and drug free lifestyle. The discharge treatment planning process is inclusive of the goals identified in the treatment plan, and includes referrals to appropriate resources. These referrals can include a step-down process to transitional living programs or to stable housing.

Successful Completion of the Program

- *The Epiphany Treatment Team (Residential Coordinators, Case Managers, Recovery Counselor, Nurse, and Parenting Counselor) determines that the Treatment Plan has been successfully completed and the client has met all requirements of the program.*
- *The Epiphany Treatment Team determines that although a client has left treatment prior to completing all of her Treatment Plan objectives, she has completed the majority of her objectives and her quality of life has improved as measured by a reduction in the frequency of her drug use; by minimizing the risk of illness, injury or disease through changes in mode of drug consumption and conditions of use; improved health by contact with medical providers; improved parenting skills; improved life skills such as money management, healthy diet and nutrition, etc.*

After care

After discharge from the Epiphany Center, clients may request additional support from the Program Coordinator and Residential Counselors in the form of phone calls (24/7) for advice and support, individual sessions with a Counselor or Case Manager, and invitations to meals. All former clients and graduates are invited to attend bi-annual (April and October) reunion dinners at the Epiphany Center, and aftercare groups.

E. Program Staffing

How	What	Where	Why	By Whom
Individual Sessions	Case Management	100 Masonic Case Manager’s office	To oversee treatment plan, make referrals as needed	AOD Registered or Certified Case Manager
Groups: 1 hour, 4 days/wk Individual Counseling: bi-monthly, as needed	Drug treatment, drug education	100 Masonic Group room	Provide format for women to begin recovery	Masters level therapist, working toward licensure
Individual and group sessions	Life skills training, cooking, money management, computer skills	100 Masonic Group rooms, computer lab	Provides skills training for self-sufficiency	AOD Registered or Certified Case Managers, Residential Counselors and Vocational Coordinator

Individual and group sessions	Parenting skills training	100 Masonic Parenting rooms	Growth in positive parenting styles	Parenting Counselor, MA <i>(not funded by CBHS)</i>
Individual and group sessions	Health Assessments, Health education, provider referrals	100 Masonic Group rooms	Assessment of health needs, STD/HIV and other health issues	Registered Nurse <i>(not funded by CBHS)</i>
Individual and group sessions	Wellness Activities	Residences, group room, community resources	Provide support for healthy diet & cooking, weight management, exercise	Wellness Coordinators and Counselors <i>(funded through Federal Grant – SAMHSA)</i>

7. Objectives and Measurements:

All objectives, and descriptions of how objectives will be measured, are contained in the CBHS document entitled CBHS Performance Objectives FY 17-18.

8. Continuous Quality Improvement:

Epiphany Center’s CQI activities include the following:

A. Achievement of Contract Performance Objectives

- The CQI Coordinator ensures that clients’ treatment plans are reviewed and updated every 60-90 days to determine if the goals are met or continued. If the goals are met within 90 days, staff meets with the client to determine if she has another presenting issue she would like to work on, and if so, another treatment plan with goals/objectives, target, and duration period dates are set with client and staff. The new treatment plan is entered in Avatar and a copy filed in client’s chart by staff.*

B. Documentation of Quality and Internal Audits

- All client charts are reviewed by the CQI Coordinator (Program Director) for accuracy, ensuring that all required client information and documents are documented, reported, and/or filed in client chart and on Avatar according to CBHS rules, policies, and procedures.*
- The CQI Coordinator reviews client charts every 3 months or as needed and informs staff (whoever is responsible) for identified deficiencies and errors, and requests immediate correction and/or follow-up.*
- The CQI Coordinator ensures that potential clients are assessed at intake using the Addiction Severity Index form (ASI) to determine substance abuse issues and need.*
- The CQI Coordinator checks with staff during weekly meetings to ensure that all new clients have a treatment plan within 14 days after admission. All client treatment plans must address client issues with goals/objectives, presenting problems, target and duration period dates.*

C. Measurement of Cultural Competency of Staff and Services

- Epiphany staff match clients in diversity for race, ethnicity, sexual orientation, and recovery. We offer two cultural competency in-service trainings for staff each year presented by an outside trainer. Agency staff also attend cultural training workshops conducted by CBHS and other agencies.*

D. Client Satisfaction

- *The CQI/QA Coordinator conducts internal client satisfaction surveys on a quarterly basis. The staff reviews and discusses the survey results. The survey data results determine which program services need to be enhanced, improved, or deemed unnecessary. For those services or areas that need to be improved, the staff decides on an action plan for areas that need improvement, with a time frame of 90-180 days. If the area of improvement deals with staff performance, the QA coordinator outlines a corrective action plan, specifying areas of concern and a performance improvement objective plan for staff.*
- *Town hall meetings are held once a month on the first Thursday of the month. This is a forum where clients and staff come together to discuss issues or problems presented by the clients. The town hall meeting is facilitated by the clients and supported by staff. Some issues presented in the meeting are resolved in the meeting. Other issues are taken to the Multidisciplinary Team that meets on Tuesdays for discussion and resolution. The staff then informs the clients of the resolution offered by the team.*

9. Required Language: N/A

1. Identifiers:

Program Name: Epiphany Residential
 Program Address: 100 Masonic Avenue
 City, State, ZIP: San Francisco, CA 94118
 Telephone: (415) 567-8370 FAX: (415) 292-5531
 Website Address: TheEpiphanyCenter.org
 Contractor Address: 100 Masonic Avenue
 City, State, ZIP: San Francisco, CA 94118
 Person Completing
 this Narrative: Sister Betty Marie Dunkel
 Telephone: (415) 567-8370
 Email Address: sisterbettymarie@theEpiphanyCenter.org

Program Code(s): 38432

2. Nature of Document:

New Renewal Informal Modification One

3. Goal Statement:

Women in residential drug treatment will gain recovery skills, strong parenting skills, healthy, productive lifestyles, and their young children will have positive developmental outcomes.

4. Target Population:

Adult women of all races and ethnicities, over 18 with substance abuse problems, mental health issues, who are pregnant, parenting children 0-3 years, or without children, and who are residents of San Francisco.

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

These modalities will be provided for 30 unduplicated clients for the year in residential treatment.

- *Individual and group sessions for 20 hours/week;*
- *Case Management;*
- *Crisis intervention;*
- *Drug Education and Relapse prevention information;*
- *Life skills training, e.g. cooking, household management;*
- *Parenting support;*
- *Referrals for housing or transitional programs;*
- *Medication management;*
- *Referrals to mental health services.*

6. Methodology:**A. Outreach:**

Case managers do outreach to these agencies when openings in the program occur. The Epiphany Center partners with Child Welfare workers, Dependency Drug Court, neighborhood health centers, the County Jail, and San Francisco General Hospital for referrals to the Epiphany Center. Clients are also referred by Homeless Prenatal Program, detox programs, and other treatment programs.

B. Admission and Intake by Case Managers

The Epiphany Center's Admission, Enrollment and Intake Criteria and Process are as follows:

- *Women 18 and over, may be pregnant, without children, or with children 2 years or under at the time of admission, or be in the process of reunification with children 2 or under.*
- *Primary substance abuse problems: Heroin, cocaine, marijuana, alcohol, poly-drugs. Co-occurring mental health problems are expected.*
- *In cases of probation, or parole, the probation/parole officer must be notified and all parties formulate an agreeable contract prior to admission.*
- *No physical or psychiatric disabilities which preclude participation in the program structure, and/or program activities.*
- *Client must be willing to accept program rules and structural limitations prior to admission.*

All of the above criteria are ultimately determined by the staff according to all relative factors concerning the client involved. Services are terminated for both parent and child whenever there is evidence that the level of service does not meet the requirements of the Standards for Drug Treatment Programs and Federal Regulations, or the needs of the client. At the time of discharge, when possible, clients have a discharge plan with appropriate referrals made to other programs.

C. Service Delivery Model

*Residential Treatment Services - As a State licensed facility, the **Epiphany House** provides 24-hour care and supervision by **Residential Counselors** for women and their young children. Epiphany Center staff strive to provide a welcoming, compassionate program with a focus on building strong, supportive relationships. The Epiphany Center has used an evidence-based model, "Seeking Safety" for the past 6 years to promote trauma-informed services. Groups focus on building positive communication skills, growth in self-esteem, and on lifelong recovery skills.*

Hours of Operation

Residential treatment is provided every day throughout the year, 24 hours per day.

Strategies for Service Delivery/Duration

Residential treatment services are provided in an attractive, clean, environment that focuses on building self-esteem and life skills. There is a predictable schedule and structure, clear guidelines for behavior, and women and children are treated with respect and dignity. Household routines and chores are part of building a new lifestyle and giving to the community. Clients learn or review basic housekeeping skills, money management and social/recreation skills, parenting skills, and building a positive support system in the community. Women contribute part of their income to an "incentive" fund given to women after completion of 6 or 12 months of treatment. Women gain more skills for life-long recovery with adequate time in treatment. Women have the option of requesting 6 to 12 months in the residential programs based on their individual needs. Recovery, life skills, and parenting groups are held on Monday, Wednesday, Thursday, and Friday 9:30 to 3:00.

Phases of Treatment

*The following treatment levels are stages of treatment in the Epiphany Residential Program. **Residential Counselors** provide orientation to the Residential Program and Resident Handbook guidelines. During this time appointments are made for any medical, prenatal, mental health, or income needs. Transportation is provided.*

Level 1 - The client attends Recovery and other groups and participates in the residential groups and daily routine. She is on orientation phase and has support from peers to appointments for the first 30 days. She must be in the residence each week night by 6:00 pm and 7:00 pm on Friday and Saturday evenings.

Criteria to move to Level 2:

- *Have clean urine tox screens*
- *Have attended all required groups consistently and be on no contracts*
- *Have attended all groups with active participation*
- *Have followed all guidelines as outlined in the Resident Handbook*
- *Have a relapse prevention plan*
- *Have attended the required three 12-step meetings (or other self-help group) per week*
- *Complete all treatment objectives for this Level.*

Level 2 - The client must return to the Residence Monday – Thursday by 7:00 pm, and on Friday and Saturday by 8:00 pm.

Criteria to move to Level 3:

- *Attends and actively participate in all required groups.*
- *Consistently working toward meeting treatment plan goals.*
- *Demonstrates openness and honesty in communication with peers in groups and in daily living and not on a behavioral contract.*
- *Demonstrates consistent, responsible behavior in managing time for care of self and child, for household chores, for attendance at 12-step meetings*
- *Completes all treatment objectives for this Level.*

Level 3 - During this phase the client is working on her discharge plan and is consistently utilizing tools for a strong recovery. She has made a Level 3 plan and is actively working toward meeting her goals for a GED, enrolled in college classes or a vocational program, is working at a volunteer job or with the Epiphany Internship Program.

Clients must return to the Residence Monday – Thursday by 8:00 pm and on Friday and Saturday by 11:00 pm. The client may request weekend passes from one to three nights as she progresses through this level. At this level, the client must consistently demonstrate the behaviors listed for the previous phases. Serious violations of guidelines may result in a return to a previous level.

Following a planned discharge from the Epiphany Residential Program, the client may continue to use the Epiphany Childcare Center, the Pediatric Clinic, the Children's Mental Health Clinic, the Family Enrichment Program, and the In-Home Services Program.

Wrap-around Services

For mothers with infants or toddlers, the Epiphany Center provides therapeutic childcare, early intervention services for prenatal drug exposure, developmental assessments, a Pediatric Clinic, and a Children's Mental Health Clinic. Women may participate in job preparation skills in the Epiphany Internship Program. They receive a stipend for work in the dietary department, childcare, office or housekeeping work. The extended service network addresses issues of substance abuse, mental health, child development, parent-child interaction, domestic violence, life skills, housing, health care, social support and vocational training.

Residential Bed Capacity

The program is licensed for 14 beds, the contract funds 10 beds.

Linkages

The agency has memoranda of understanding with other providers to provide mental health services, detox services, vocational and educational support, transitional housing, and health services:

- *San Francisco City College, John Adams Campus for vocational and educational opportunities;*
- *JVS for vocational training;*
- *Casa de las Madres for domestic violence services;*
- *Transitional living programs, Harbor House, Gracenter, and Clara House;*
- *Infant Parent Program, UCSF for parent child therapy and staff consultation;*
- *Bayview Hunter’s Point, RAMS for mental health services;*
- *Maxine Hall for health services.*

D. Discharge Planning and Exit Criteria

Discharge Planning

During Level 2, the Case Manager meets with each woman to develop and document an individualized strategy that will assist her in maintaining a continued alcohol and drug free lifestyle. The discharge treatment planning process is inclusive of the goals identified in the treatment plan, and includes referrals to appropriate resources. These referrals can include a step-down process to transitional living programs or to stable housing.

Successful Completion of the Program

- *The Epiphany Treatment Team (Residential Coordinators, Case Managers, Recovery Counselor, Nurse, and Parenting Counselor) determines that the Treatment Plan has been successfully completed and the client has met all requirements of the program.*
- *The Epiphany Treatment Team determines that although a client has left treatment prior to completing all of her Treatment Plan objectives, she has completed the majority of her objectives and her quality of life has improved as measured by a reduction in the frequency of her drug use; by minimizing the risk of illness, injury or disease through changes in mode of drug consumption and conditions of use; improved health by contact with medical providers; improved parenting skills; improved life skills such as money management, healthy diet and nutrition, etc.*

After care

After discharge from the Epiphany Center, clients may request additional support from the Program Coordinator and Residential Counselors in the form of phone calls (24/7) for advice and support, individual sessions with a Counselor or Case Manager, and invitations to meals. All former clients and graduates are invited to attend bi-annual (April and October) reunion dinners at the Epiphany Center, and aftercare groups.

E. Program Staffing

How	What	Where	Why	By Whom
Individual Sessions	Case Management	100 Masonic Case Manager’s office	To oversee treatment plan, make referrals as needed	AOD Registered or Certified Case Manager
Groups: 1 hour, 4 days/wk Individual Counseling: bi-monthly, as needed	Drug treatment, drug education	100 Masonic Group room	Provide format for women to begin recovery	Masters level therapist, working toward licensure

How	What	Where	Why	By Whom
Individual and group sessions	Life skills training, cooking, money management, computer skills	100 Masonic Group rooms, computer lab	Provides skills training for self-sufficiency	AOD Registered or Certified Case Managers, Residential Counselors and Vocational Coordinator
Individual and group sessions	Parenting skills training	100 Masonic Parenting rooms	Growth in positive parenting styles	Parenting Counselor, MA <i>(not funded by CBHS)</i>
Individual and group sessions	Health Assessments, Health education, provider referrals	100 Masonic Group rooms	Assessment of health needs, STD/HIV and other health issues	Registered Nurse <i>(not funded by CBHS)</i>
Individual and group sessions	Wellness Activities	Residences, group room, community resources	Provide support for healthy diet & cooking, weight management, exercise	Wellness Coordinators and Counselors <i>(funded through Federal Grant – SAMHSA)</i>

7. Objectives and Measurements:

All objectives, and descriptions of how objectives will be measured, are contained in the CBHS document entitled CBHS Performance Objectives FY 16-17.

8. Continuous Quality Improvement:

Epiphany Center’s CQI activities include the following:

A. Achievement of Contract Performance Objectives

- The CQI Coordinator ensures that clients’ treatment plans are reviewed and updated every 60-90 days to determine if the goals are met or continued. If the goals are met within 90 days, staff meets with the client to determine if she has another presenting issue she would like to work on, and if so, another treatment plan with goals/objectives, target, and duration period dates are set with client and staff. The new treatment plan is entered in Avatar and a copy filed in client’s chart by staff.*

B. Documentation of Quality and Internal Audits

- All client charts are reviewed by the CQI Coordinator (Program Director) for accuracy, ensuring that all required client information and documents are documented, reported, and/or filed in client chart and on Avatar according to CBHS rules, policies, and procedures.*
- The CQI Coordinator reviews client charts every 3 months or as needed and informs staff (whoever is responsible) for identified deficiencies and errors, and requests immediate correction and/or follow-up.*
- The CQI Coordinator ensures that potential clients are assessed at intake using the Addiction Severity Index form (ASI) to determine substance abuse issues and need.*
- The CQI Coordinator checks with staff during weekly meetings to ensure that all new clients have a treatment plan within 14 days after admission. All client treatment plans must address client issues with goals/objectives, presenting problems, target and duration period dates.*

C. Measurement of Cultural Competency of Staff and Services

- *Epiphany staff match clients in diversity for race, ethnicity, sexual orientation, and recovery. We offer two cultural competency in-service trainings for staff each year presented by an outside trainer. Agency staff also attend cultural training workshops conducted by CBHS and other agencies.*

D. Client Satisfaction

- *The CQI/QA Coordinator conducts internal client satisfaction surveys on a quarterly basis. The staff reviews and discusses the survey results. The survey data results determine which program services need to be enhanced, improved, or deemed unnecessary. For those services or areas that need to be improved, the staff decides on an action plan for areas that need improvement, with a time frame of 90-180 days. If the area of improvement deals with staff performance, the QA coordinator outlines a corrective action plan, specifying areas of concern and a performance improvement objective plan for staff.*
- *Town hall meetings are held once a month on the first Thursday of the month. This is a forum where clients and staff come together to discuss issues or problems presented by the clients. The town hall meeting is facilitated by the clients and supported by staff. Some issues presented in the meeting are resolved in the meeting. Other issues are taken to the Multidisciplinary Team that meets on Tuesdays for discussion and resolution. The staff then informs the clients of the resolution offered by the team.*

9. Required Language: N/A

1. Identifiers:

Program Name: EPIPHANY FAMILY TREATMENT PROGRAM
 Program Address: 100 Masonic Avenue
 City, State, ZIP: San Francisco, CA 94118
 Telephone: 415) 567-8370 FAX: (415) 292-5531
 Website Address: TheEpiphanyCenter.org

 Contractor Address: 100 Masonic Avenue
 City, State, ZIP: San Francisco, CA 94118
 Person Completing
 this Narrative: Sister Betty Marie Dunkel
 Telephone: (415) 567-8370
 Email Address: sisterbettymarie@theEpiphanyCenter.org

 Program Code(s):
 38BN3

2. Nature of Document:

New Renewal Informal Modification One

3. Goal Statement:

The goal of the Epiphany Family Treatment Program (EFTP) is to strengthen family functioning, improve child mental health, early identification of emotional/ behavioral problems, reduce the risk of child abuse and neglect, and improve the parent-child relationship.

4. Target Population:

Infants, children, and adolescents 0 - 21 years of age whose functioning has been affected by parental substance abuse, separation due to out-of-home placement, are in the process of reunification, have experienced trauma, and other stressors on the family.

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

The modality is outpatient mental health services to children and their families that include developmental CANS clinical assessments and CANS treatment plans. The interventions include:

- *Short-term (up to 1 year) Individual and family therapeutic services;*
- *Crisis intervention;*
- *Case management;*
- *Case conferences.*

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

The EFTP services are advertised at the San Francisco Public Library, the Talk Line, and other community resource lists. The EFTP partners with Early Head Start, other childcare centers, Homeless Prenatal Program, Drug Dependency Court, Neighborhood Health Centers, the County Jail, and San Francisco General Hospital.

B. Admission, enrollment and/or intake criteria

- *Infants, children, and adolescents between the ages of 0-21 at risk for or who have psychiatric problems and who receive SF Medical or Healthy Families insurance benefits and who meet EPSDT Medi-Cal eligibility; have an approved DSM V diagnosis, a significant impairment or deterioration in an important area of functioning.*

- *Clients are either in their parents' custody, foster care, relative care, or group homes or in the process of family reunification.*
- *No physical or psychiatric disabilities which preclude participation in the therapeutic services.*
- *Clients must be willing to attend regularly clinic session.*

C. Service Delivery Model

The EFTP is located at 100 Masonic Avenue in the first floor office located adjacent to the main entrance of the building. Spaces include two play therapy rooms and individual offices for staff and interns that also accommodate family sessions.

The service delivery model includes:

- *CANS Assessments and CANS Treatment Plans of Care that formulated within 60 days of episode opening and reassessments annually.*
- *A Documentation Compliance Check List between the clinician and supervisor to ensure that all documentation meets compliance requirements.*
- *All open clinical cases go through an initial PURQC process at 1 year. Three committee members from the clinic have expertise to enhance clinical decision making processes and suggest various evidence based practices. This process functions as a clinical consultation for clinical supervisors to make authorization decisions based on meaningful clinical information.*
- *All CANS Assessments and Treatment Plans of Care are done by Licensed Therapists and Post graduate interns who have received training and certification in their use.*
- *Weekly individual psychotherapy by Licensed Therapists and post graduate interns with weekly supervision.*
- *Collateral family therapy and psychoeducation and developmental guidance provided by therapists.*

Service Delivery Model and Hours of Operation:

Individual and Family Therapeutic services are provided on Wednesday between the hours of noon and 7:00 pm, and Friday, noon to 5:00 pm

Strategies for Service Delivery/Duration:

- *Therapists receive clinical training from CBHS regarding how to work effectively with clients and how to engage clients and families; they attend annual trainings on how to advance the development and of well-defined, culturally appropriate competencies for caregiver and youth engagement in the CANS Assessment and Treatment process;*
- *Therapists perform accurate CANS Assessments and are certified and recertified annually on the CANS assessments (CYF 0-4 and the CYF 5-18 years);*
- *Therapists create achievable treatment plans with client goals and measurable objectives utilizing the CANS 0-18 Treatment Plan of Care*
- *Therapists monitor treatment goals and review and problem solve with client/family progress towards goal achievement;*
- *Regular schedule of reassessment and treatment goals are in line with CBHS performance requirements. Clients are reassessed annually from the date of Episode opening.*
- *Clients are discharged based on achievement of treatment goals and the decision of the PURQC committee.*

- *All open clinical cases go through an initial PURQC process at 1 year. This process functions as a clinical consultation for clinical supervisors to make authorization decisions based on meaningful clinical information and to determine discharge planning.*

D. Exit Criteria and Discharge Planning

- *Discharge Planning is based on Successful Completion of the therapy and agreed upon by client/family and therapist. Once agreed upon therapist spends the last month of therapy preparing the client/family for discharge. At the time of discharge a CANS Closing Summary is completed showing improved areas of functioning.*
- *If warranted client/family is referred to other types of community services, such as after school programs, tutoring, and interactive parenting classes.*
- *Therapist informs the client/family that it is possible to resume therapy if symptoms are such that they meet the criteria for medical necessity.*
- *Sometimes, discharge is based on the fact that client has moved to another county at which time, therapist works with the ACCESS team from the other county for a continuance of mental health services if the family requests.*

E. Program Staffing

The Epiphany Family Treatment Program is staff by a Clinical Director (FTE .16), with a PhD in Child Psychology, a licensed therapists (FTE .15) and a post graduate interns. The staff are well informed in trauma focused therapy and evidenced based practices for the target population. These staff members serve on the Program Utilization Review Quality Committee (PURQC). This committee chooses to authorize and/or provide clinical recommendations concerning continued services, treatment directions or intensity of services. The committee utilizes the Documentation Compliance Check List proved by CBHS to ensure all documentation meets compliance.

All of the therapists have clinical experience in providing direct clinical services with the target population and have been providing therapy at the EFTP for a minimum of two years. Each therapist is certified on the CANS Assessment and complies with all necessary deadlines for assessments and treatment plans of care. They also comply with training for quality assurance and HIPPA compliance. The staff use clinical tools and data from the CANS assessment to make meaningful clinical decision regarding treatment and discharge based on the clinicians' recommendations for discharge, and the families' wishes, while drawing on their expertise to make ethical decisions that are in the client's and families' best interests, and that meet quality assurance.

7. Objectives and Measurements:

All objectives, and descriptions of how objectives will be measured, are contained in the CBHS document entitled CBHS Performance Objectives.

8. Continuous Quality Improvement:

• Monitoring for Achievement of Contract Performance Objectives

The contract performance objectives are monitored jointly between CBHS and the Clinical Director. Reports are sent to the Clinical Director that highlight the areas: certification on the CANS assessment; regularly scheduled super-user calls; initial assessment and treatment plans within a 30 business days of episode opening; reassessments; and treatment plans. The initial overall composite score obtained was 20 which indicated that program achieved between 90-100% of objective. The lowest score in the area of initial CANS improved to 100% of initial CANS in the last report.

- **Description of Internal Chart Quality Audit**

The Clinical Director attends all required CBHS contractor's meetings to ensure accurate mental health billing and client charts. The Clinical Director will utilize the Documentation Compliance Check List provided by Behavioral Health Services, Children, Youth and Families System of Care to ensure that all charts are current and ready for audit. The Clinical Director and interns attend all trainings on AVATAR and MYAVATAR and are certified and recertified annually on the CANS to ensure meeting contract performance objectives. All CANS assessments and Treatment plans are completed within the necessary time period. The Clinical Director carefully monitors all client charts monthly to ensure that all necessary consent forms are signed and in the chart as well as all signed treatment plans. Additionally, the Clinical Director monitors that all initial service authorization and reauthorization forms are submitted to the PURQC committee within the necessary time period. The PURQC committee also meets quarterly or as needed to discuss reauthorization of clients that may exceed one year of treatment to review current mental health status and the need for new treatment goals.

- **Cultural Competency of Staff and Services**

The Clinical Director participates in monthly clinical conference calls with CBHS to ensure culturally competent assessment and treatment planning, and attends annual training in the engagement in culturally appropriate competencies with youth and families. The Clinical Director also contributed to the development of a working document that outlines the engagement of culturally appropriate competencies. Her contribution was used as a comprehensive model of excellence at previous trainings with CBHS.

- **Client Satisfaction**

All client satisfaction surveys have been completed by clients with a success rate of 95 to 100%. All data from the surveys have consistently demonstrated commendable client satisfaction that exceeds standards. The clinic staff use the data to ensure compliance with standards.

- **CANS measurement analysis**

The Clinical Director works with CBHS on an Agency Clinic Formulation to identify promising intervention practices which demonstrate that children experience meaningful improvement based on the CANS assessment and Treatment Plan of Care. The Clinic Formulation is then analyzed and compared to other county-wide agencies to improve local expertise and system outcomes for children in San Francisco County.

9. Required Language: N/A

**Appendix B
Calculation of Charges**

1. Method of Payment

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

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

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

CONTRACTOR shall submit monthly invoices in the format attached, Appendix F, and in a form acceptable to the Contract Administrator, by the fifteenth (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."

2. Program Budgets and Final Invoice

A. Program is listed below:

- Appendix B-1 Epiphany House
- Appendix B-2 Epiphany Family Treatment Program
- Appendix B-3 Epiphany Residential

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 **Four Million One Hundred Seventeen Thousand Seventy-Five Dollars (\$4,117,075)** for the period of **January 1, 2018 through June 30, 2022**.

CONTRACTOR understands that, of this maximum dollar obligation, **\$441,115** 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 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.

January 1, 2018 through June 30, 2018	\$ 408,440
July 1, 2018 through June 30, 2019	\$ 816,880
July 1, 2019 through June 30, 2020	\$ 816,880
July 1, 2020 through June 30, 2021	\$ 816,880
July 1, 2021 through June 30, 2022	\$ 816,880
Subtotal	\$ 3,675,960
12% Contingency	\$ 441,115
Grand Total	\$ 4,117,075

CONTRACTOR understands that the CITY may need to adjust sources of revenue and agrees that these needed adjustments will become part of this Agreement by written modification to CONTRACTOR. In event that such reimbursement is terminated or reduced, this Agreement shall be terminated or proportionately reduced accordingly. In no event will CONTRACTOR be entitled to compensation in excess of these amounts for these periods without there first being a modification of the Agreement or a revision to Appendix B, Budget, as provided for in this section of this Agreement.

3. 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.

DPH 1: Department of Public Health Contract Budget Summary

DHCS Legal Entity Number: 01121				Fiscal Year: 2017-18			
Contractor Name: Mount St. Joseph-St. Elizabeth				Appendix B: Page 4			
FSP Contract ID#: 1000007730				Document Date: 1/3/18			
Contract Appendix Number:	B-1	B-2	B-3				
Appendix A/Provider Name:	Epiphany House	Epiphany Residential	Epiphany Family Treatment				
Provider Number:	383881	383843	38BN				
Program Code:	38812	38432	38BN3				
FUNDING TERM:	1/1/18 - 6/30/18	1/1/18 - 6/30/18	1/1/18 - 6/30/18				TOTAL
FUNDING USES							
Salaries & Employee Benefits:	120,482	119,259	27,360				267,101
Operating Expenses:	43,933	46,964	3,685				94,582
Capital Expenses:	-	-	-				-
Subtotal Direct Expenses:	164,415	166,223	31,045	-	-	-	361,683
Indirect Expenses:	22,420	20,612	3,725				46,757
Indirect %:							13%
TOTAL FUNDING USES	186,835	186,835	34,770	-	-	-	408,440
						Employee Fringe Benefits %:	27%
BHS MENTAL HEALTH FUNDING SOURCES							
MH FED - SDMC Regular FFP (50%)			15,000				15,000
MH STATE - 2011 PSR EPSDT			13,500				13,500
MH CYF COUNTY General Fund (matched)			1,500				1,500
MH CYF COUNTY - General Fund			3,922				3,922
MH CYF COUNTY GF - CODB			848				848
TOTAL BHS MENTAL HEALTH FUNDING SOURCES	-	-	34,770		-	-	34,770
BHS SUBSTANCE ABUSE FUNDING SOURCES							
SA COUNTY - General Fund	186,835	186,835					373,670
	-	-					-
TOTAL BHS SUBSTANCE ABUSE FUNDING SOURCES	186,835	186,835	-	-	-	-	373,670
OTHER DPH FUNDING SOURCES							
							-
							-
TOTAL OTHER DPH FUNDING SOURCES	-	-	-	-	-	-	-
TOTAL DPH FUNDING SOURCES	186,835	186,835	34,770	-	-	-	408,440
NON-DPH FUNDING SOURCES							
							-
							-
TOTAL NON-DPH FUNDING SOURCES	-	-	-	-	-	-	-
TOTAL FUNDING SOURCES (DPH AND NON-DPH)	186,835	186,835	34,770	-	-	-	408,440

DPH 7: Contract-Wide Indirect Detail

Contractor Name: Mount St. Joseph-St. Elizabeth

Appendix B: Page 5

Fiscal Year: 17-18

1. SALARIES & BENEFITS

Position Title	FTE	Salaries
Executive Director	0.30	5,621
Comptroller	0.25	5,014
Human Resources Manager	0.25	4,234
Accounting Assistant	0.30	3,761
Comunication Coordinator	0.10	1,153
Receptionist	0.25	1,910
Maintenance Manager	0.25	3,123
SUBTOTAL	1.70	24,816
EMPLOYEE FRINGE BENEFITS	30.00%	7,445
TOTAL SALARIES & BENEFITS		32,261

2. OPERATING COSTS

Expense line item:	Amount
Annual Audit	3,725
Office supplies	4,128
Building Maintenance	6,643
TOTAL OPERATING COSTS	14,496
TOTAL INDIRECT COSTS (Salaries & Benefits + Operating Costs)	46,757

DPH 3: Salaries & Benefits Detail

Program Code: 38812
 Program Name: Epiphany House

Appendix #: B-1

Page #: 2

Position Title	TOTAL		General Fund HMHSCCRES227									
	Term: 1/1/18 - 6/30/18 FTE	Salaries	Term: 1/1/18 - 6/30/18 FTE	Salaries	Term: FTE	Salaries	Term: FTE	Salaries	Term: FTE	Salaries	Term: FTE	Salaries
Program Director	0.50	9,652	0.50	9,652								
Program Coordinator	1.00	14,871	1.00	14,871								
Recovery Counselor	0.50	14,877	0.50	7,439								
Diet Instructor	0.12	1,352	0.12	1,352								
Case Manager	1.00	11,258	1.00	11,258								
House Counselor	5.23	48,578	5.23	48,578								
	-	-										
	-	-										
	-	-										
	-	-										
	-	-										
	-	-										
	-	-										
	-	-										
	-	-										
	-	-										
Totals:	8.35	93,149	8.35	93,149	-	-	-	-	-	-	-	-

Employee Fringe Benefits:	29.34%	27,333	29.34%	27,333	0.00%							
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TOTAL SALARIES & BENEFITS

120,482	120,482	-	-	-
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DPH 4: Operating Expenses Detail

Program Code: 38812
 Program Name: Epiphany House

Appendix #: B-1
 Page #: 3

Expenditure Categories & Line Items	TOTAL	General Fund HMHSCCRES227	NON-DPH Funding			
	Term: 1/1/18 - 6/30/18	Term: 1/1/18 - 6/30/18	Term:	Term: _____	Term: _____	Term: _____
Occupancy:						
Rent	7,580	7,580				
Utilities (telephone, electricity, water, gas)	8,322	8,322				
Building Repair/Maintenance	575	575				
Materials & Supplies:						
Office Supplies	2,438	2,438				
Program Supplies	4,250	4,250				
Computer hardware/software	-					
General Operating:						
Training/Staff Development	375	375				
Insurance	4,393	4,393				
Professional License	1,500	1,500				
Equipment Lease & Maintenance	4,750	4,750				
Staff Travel:						
Local Travel	425	425				
Field Expenses	450	450				
Consultant/Subcontractor:						
Daniel Taube, PhD, Psychologist \$150/hr x 2 hrs/wk x 11.25 wks	3,375	3,375				
	-					
Other:						
Staff Recruitment	500	500				
Food	5,000	5,000				
	-					
	-					
TOTAL OPERATING EXPENSE	43,933	43,933	-	-	-	-

BUDGET JUSTIFICATION

Contractor Name Mount St.Joseph -St.Elizabeth
Program Name: Epiphany House

Appendix #: B-1
Fiscal Year: 2017-2018
Page #: 5

2) OPERATING EXPENSES:

Occupancy:

Expense Item	Brief Description	Rate	Cost
Rent	Rental of program space 1615 Broderick St San Fra	1263.33/month	7,580
Utilities (telephone, electricity, water, gas)	Utilities to run the program space at 1615 Broderick	1387.07/month	8,322.42
Building Repair/Maintenance	Plumbing repair, general carpentry repair	95.82/month	574.92
Total Occupancy:			16,477

Materials & Supplies:

Expense Item	Brief Description	Rate	Cost
Office Supplies	Paper, notebooks, pens, print cartridges	\$406.32/month	2,438
Program Supplies	Program materials, paper, binders	\$708.32/month	4,250
Computer hardware/software	-		
Total Materials & Supplies:			6,688

General Operating:

Expense Item	Brief Description	Rate	Cost
Training/Staff Development	Team building, position related development	\$62.5/month	375
Insurance	Workers compensation	\$732.16/month	4,393
Professional License	Certification, registration	\$250/month	1,500
Equipment Lease & Maintenance	IT network support, computer	791.66/month	4,750
Total General Operating:			11,018

Staff Travel:

Purpose of Travel	Location	Expense Item	Rate	Cost
Local Travel	California	mileage, gas	70.82/month	425
Field Expenses	San Francisco	parking, tolls	75/month	450
Total Staff Travel:				875

Consultants/Subcontractors:

Consultant/Subcontractor Name	Service Description	Rate	Cost
Daniel Taube, PhD, Psychologist	evaluation, clinical assessment	\$150/wk	3,375
\$150/hr x 2hrs/wk x 11.25 wks			
Total Consultants/Subcontractors:			3,375

Other:

Expense Item	Brief Description	Rate	Cost
Staff Recruitment	Open position posting, interviews, background check	\$83.32/month	500
Food	Wellness, food preparation, groceries	\$833.33/month	5,000
Total Other:			5,500

TOTAL OPERATING EXPENSES: 43,933

TOTAL DIRECT COSTS: 164,415

4) INDIRECT COSTS

Describe method and basis for Indirect Cost Allocation (i.e., FTE, square footage, or other)	Amount
Salaries & benefits - overhead personnel, per FTE	16,367
Annual Audit, office supplies, maintenance, per square footage	6,054

Indirect Rate: 14%
TOTAL INDIRECT COSTS: 22,420

TOTAL EXPENSES: 186,835

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

Contractor Name: Mount St. Joseph-St. Elizabeth						Appendix #: B-2
Provider Name: Mount St. Joseph-St. Elizabeth						Fiscal Year: 2017-18
Provider Number: 383843						Page #: 1
Program Name:	Epiphany Residential					
Program Code:	38432					
Mode/SFC (MH) or Modality (SA):	Res-51					
Service Description:	SA-Res Recov Long Term (over 30 days)					TOTAL
FUNDING TERM:	1/1/18 - 6/30/18					
FUNDING USES						
Salaries & Employee Benefits:	119,259					119,259
Operating Expenses:	46,964					46,964
Capital Expenses:						-
Subtotal Direct Expenses:	166,223	-	-	-	-	166,223
Indirect Expenses:	20,612					20,612
TOTAL FUNDING USES:	186,835	-	-	-	-	186,835
BHS MENTAL HEALTH FUNDING SOURCES						
						-
						-
TOTAL BHS MENTAL HEALTH FUNDING SOURCES	-	-	-	-	-	-
BHS SUBSTANCE ABUSE FUNDING SOURCES						
	Index Code					
SA COUNTY - General Fund	HMHSCCRES227	186,835				186,835
						-
TOTAL BHS SUBSTANCE ABUSE FUNDING SOURCES		186,835	-	-	-	186,835
OTHER DPH FUNDING SOURCES						
						-
						-
TOTAL OTHER DPH FUNDING SOURCES		-	-	-	-	-
TOTAL DPH FUNDING SOURCES		186,835	-	-	-	186,835
NON-DPH FUNDING SOURCES						
NON DPH - Fund Raising						-
						-
TOTAL NON-DPH FUNDING SOURCES		-	-	-	-	-
TOTAL FUNDING SOURCES (DPH AND NON-DPH)		186,835	-	-	-	186,835
BHS UNITS OF SERVICE AND UNIT COST						
Number of Beds Purchased (if applicable):	10					
SA Only - Non-Res 33 - ODF # of Group Sessions (classes):						
SA Only - Licensed Capacity for Medi-Cal Provider with Narcotic Tx Program:						
Cost Reimbursement (CR) or Fee-For-Service (FFS):	CR					
DPH Units of Service:	1,735	-	-	-	-	
Unit Type:	Bed Days					
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only):	107.67					
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES):	107.67					
Published Rate (Medi-Cal Providers Only):						
Unduplicated Clients (UDC):	30					Total UDC: 30

DPH 3: Salaries & Benefits Detail

Program Code: 38432
 Program Name: Epiphany Residential

Appendix #: B-2
 Page #: 2

Position Title	TOTAL		General Fund HMHSCCRES227									
	Term: 1/1/18 - 6/30/18		Term: 1/1/18 - 6/30/18		Term:		Term:		Term:		Term:	
	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries
Program Director	0.50	9,652	0.50	9,652								
Program Coordinator	1.00	14,644	1.00	14,644								
Recovery Counselor	0.50	7,439	0.50	7,439								
Diet Instructor	0.12	1,352	0.12	1,352								
Case Manager	1.00	11,258	1.00	11,258								
House Counselor	5.23	48,140	5.23	48,140								
	-	-										
	-	-										
	-	-										
	-	-										
	-	-										
	-	-										
	-	-										
	-	-										
	-	-										
	-	-										
	-	-										
Totals:	8.35	92,485	8.35	92,485	-	-	-	-	-	-	-	-

Employee Fringe Benefits:	28.95%	26,774	28.95%	26,774								
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TOTAL SALARIES & BENEFITS	119,259	119,259	-	-	-
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DPH 4: Operating Expenses Detail

Program Code: 38432
 Program Name: Epiphany Residential

Appendix #: B-2
 Page #: 3

Expenditure Categories & Line Items	TOTAL	General Fund HMHSCCRES227				
	Term: 1/1/18 - 6/30/18	Term: 1/1/18 - 6/30/18	Term:	Term: _____	Term: _____	Term: _____
Occupancy:						
Rent	-	-				
Utilities (telephone, electricity, water, gas)	5,794	5,794				
Building Repair/Maintenance	-					
Materials & Supplies:						
Office Supplies	2,013	2,013				
Photocopying	-					
Printing	-					
Program Supplies	8,750	8,750				
Computer hardware/software	-					
General Operating:						
Training/Staff Development	525	525				
Insurance	6,830	6,830				
Professional License	2,100	2,100				
Permits	-					
Equipment Lease & Maintenance	5,328	5,328				
Staff Travel:						
Local Travel	840	840				
Out-of-Town Travel	-					
Field Expenses	910	910				
Consultant/Subcontractor:						
Daniel Taube, PhD, Psychologist \$150/hr x 2 hr/wk x 15.75 wks	4,725	4,725				
Other:						
Staff Recruitment	700	700				
Food	8,449	8,449				
	-					
	-	-				
TOTAL OPERATING EXPENSE	46,964	46,964	-	-	-	-

BUDGET JUSTIFICATION

Contractor Name Mount St.Joseph -St.Elizabeth
 Program Name: Epiphany Residential

Appendix #: B-2
 Fiscal Year: 2017-2018
 Page #: 5

2) OPERATING EXPENSES:

Occupancy:

Expense Item	Brief Description	Rate	Cost
Rent	-		
Utilities (telephone, electricity, water, gas)	Utilities to run the program space at 100 Masonic Ave	\$965.66/month	5,794
Total Occupancy:			5,794

Materials & Supplies:

Expense Item	Brief Description	Rate	Cost
Office Supplies	Paper, notebooks, pens, print cartridges	\$335.5/month	2,013
Program Supplies	Program materials, paper, binders	\$1458.32/month	8,750
Computer hardware/software	-		
Total Materials & Supplies:			10,763

General Operating:

Expense Item	Brief Description	Rate	Cost
Training/Staff Development	Team building, position related development	\$87.50/month	525
Insurance	Workers compensation	\$1138.32/month	6,830
Professional License	Certification, registration	\$350/month	2,100
Equipment Lease & Maintenance	IT network support, computer	888/month	5,328
Total General Operating:			14,783

Staff Travel:

Purpose of Travel	Location	Expense Item	Rate	Cost
Local Travel	California	mileage, gas	140/month	840
Field Expenses	San Francisco	parking, tolls	151.66/month	910
Total Staff Travel:				1,750

Consultants/Subcontractors:

Consultant/Subcontractor Name	Service Description	Rate	Cost
Daniel Taube, PhD, Psychologist	evaluation, clinical assessment	\$150/wk	4,725
\$150/hr x 2 hr/wk x 15.75 wks			
Total Consultants/Subcontractors:			4,725

Other:

Expense Item	Brief Description	Rate	Cost
Staff Recruitment	Open position posting, interviews, background check	\$116.66/month	700
Food	Wellness, food preparation, groceries	1524.83/month	8,449
Total Other:			9,149

TOTAL OPERATING EXPENSES: 46,964

TOTAL DIRECT COSTS: 166,223

4) INDIRECT COSTS

Describe method and basis for Indirect Cost Allocation (i.e., FTE, square footage, or other)

	Amount
Salaries & benefits - overhead personnel, per FTE	15,355
Annual Audit, office supplies, maintenance, per square footage	5,257

Indirect Rate: 12%

TOTAL INDIRECT COSTS: 20,612

TOTAL EXPENSES: 186,835

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

Contractor Name: Mount St. Joseph-St. Elizabeth
 Provider Name: Mount St. Joseph-St. Elizabeth
 Provider Number: 38BN

Appendix #: B-3
 Fiscal Year: 2017-18
 Page #: 1

Program Name:	Epiphany Family Treatment	Epiphany Family Treatment				
Program Code:	38BN3	38BN3				
Mode/SFC (MH) or Modality (SA):	15/10-57, 59	15/01-09				
Service Description:	OP-MH Svcs	OP-Case Mgt Brokerage				TOTAL
FUNDING TERM:	1/1/18 - 6/30/18	1/1/18 - 6/30/18				
FUNDING USES						
Salaries & Employee Benefits:	25,718	1,642				27,360
Operating Expenses:	3,399	286				3,685
Capital Expenses:						-
Subtotal Direct Expenses:	29,117	1,928	-	-	-	31,045
Indirect Expenses:	3,494	231				3,725
TOTAL FUNDING USES:	32,611	2,159	-	-	-	34,770
BHS MENTAL HEALTH FUNDING SOURCES						
	Index Code					
MH FED - SDMC Regular FFP (50%)	HMHMCP751594	14,550	450			15,000
MH STATE - 2011 PSR EPSDT	HMHMCP751594	13,095	405			13,500
MH CYF COUNTY General Fund (matched)	HMHMCP751594	1,455	45			1,500
MH CYF COUNTY - General Fund	HMHMCP751594	2,688	1,234			3,922
MH CYF COUNTY GF - CODB	HMHMCP751594	823	25			848
TOTAL BHS MENTAL HEALTH FUNDING SOURCES		32,611	2,159	-	-	34,770
BHS SUBSTANCE ABUSE FUNDING SOURCES						
						-
						-
TOTAL BHS SUBSTANCE ABUSE FUNDING SOURCES		-	-	-	-	-
OTHER DPH FUNDING SOURCES						
						-
						-
TOTAL OTHER DPH FUNDING SOURCES		-	-	-	-	-
TOTAL DPH FUNDING SOURCES		32,611	2,159	-	-	34,770
NON-DPH FUNDING SOURCES						
NON DPH - Fund Raising						-
						-
TOTAL NON-DPH FUNDING SOURCES		-	-	-	-	-
TOTAL FUNDING SOURCES (DPH AND NON-DPH)		32,611	2,159	-	-	34,770
BHS UNITS OF SERVICE AND UNIT COST						
Number of Beds Purchased (if applicable):						
SA Only - Non-Res 33 - ODF # of Group Sessions (classes):						
SA Only - Licensed Capacity for Medi-Cal Provider with Narcotic Tx Program:						
Cost Reimbursement (CR) or Fee-For-Service (FFS):	CR	CR				
DPH Units of Service:	13,702	1,186				
Unit Type:	Staff Minute	Staff Minute				
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only):	2.38	1.82				
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES):	2.38	1.82				
Published Rate (Medi-Cal Providers Only):	3.29	2.54				
Unduplicated Clients (UDC):	20	20				Total UDC:
						20

DPH 3: Salaries & Benefits Detail

Program Code: 38BN3
 Program Name: Epiphany Family Treatment Program

Appendix #: B-3

Page #: 2

Position Title	TOTAL		HMHMCP751594									
	Term: 1/1/18 - 6/30/18	Term:	Term:	Term:	Term:	Term:	Term:	Term:	Term:			
	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries
Clinical Director	0.16	17,315	0.30	17,315								
LCSW	0.15	8,319		8,319								
	-	-										
	-	-										
	-	-										
	-	-										
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	-	-										
	-	-										
Totals:	0.30	25,634	0.30	25,634	-	-	-	-	-	-	-	-

Employee Fringe Benefits:	6.73%	1,726	6.73%	1,726								
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TOTAL SALARIES & BENEFITS	27,360	27,360		-	-	-
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DPH 4: Operating Expenses Detail

Program Code: 38BN3
 Program Name: Epiphany Family Treatment Program

Appendix #: B-3
 Page #: 3

Expenditure Categories & Line Items	TOTAL	HMHMCP751594				
	Term: 1/1/18 - 6/30/18	Term: 1/1/18 - 6/30/18	Term:	Term: _____	Term: _____	Term: _____
Occupancy:						
Rent	-					
Utilities (telephone, electricity, water, gas)	912	912				
Materials & Supplies:						
Office Supplies	16	16				
Program Supplies	20	20				
Computer hardware/software	-					
General Operating:						
Insurance	1,013	1,013				
Professional License	45	45				
Equipment Lease & Maintenance	1,680	1,680				
TOTAL OPERATING EXPENSE	3,685	3,685	-	-	-	-

BUDGET JUSTIFICATION

Contractor Name Mount St. Joseph -St.Elizabeth
Program Name: Epiphany Family Treatment

Appendix #: B-3
Fiscal Year: 2017-2018
Page #: 5

2) OPERATING EXPENSES:

Occupancy: _____

Expense Item	Brief Description	Rate	Cost
Rent	-		
Utilities (telephone, electricity, water, gas)	Utilities to run the program space at 100 Masonic Ave	\$152/month	912
	-		
Total Occupancy:			912

Materials & Supplies: _____

Expense Item	Brief Description	Rate	Cost
Office Supplies	Paper, notebooks, pens, print cartridges	\$2.67/month	16
Photocopying	-		
Printing	-		
Program Supplies	Program materials, paper, binders	\$3.33/month	20
Computer hardware/software	-		
Total Materials & Supplies:			36

General Operating: _____

Expense Item	Brief Description	Rate	Cost
Training/Staff Development			
Insurance	Workers compensation	\$168.83/month	1,013
Professional License	Certification, registration	\$7.5/month	45
Permits	-		
Equipment Lease & Maintenance	IT network support, computer	279.98/month	1,680
Total General Operating:			2,738

TOTAL OPERATING EXPENSES: 3,685

TOTAL DIRECT COSTS: 31,045

4) INDIRECT COSTS

Describe method and basis for Indirect Cost Allocation (i.e., FTE, square footage, or other)	Amount
Annual Audit	3,725

Indirect Rate: 12%
TOTAL INDIRECT COSTS: 3,725

TOTAL EXPENSES: 34,770

**Appendix C
Insurance Waiver
Reserved**

Appendix D
(formerly “Additional Terms”)
Reserved

APPENDIX E



San Francisco Department of Public Health

Business Associate Agreement

Mount St. Joseph - St. Elizabeth

1/1/18

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

RECITALS

A. CE, by and through the San Francisco Department of Public Health (“SFDPH”), wishes to disclose certain information to BA pursuant to the terms of the Agreement, some of which may constitute Protected Health Information (“PHI”) (defined below).

B. For purposes of the Agreement, CE requires Contractor, even if Contractor is also a covered entity under HIPAA, to comply with the terms and conditions of this BAA as a BA of CE.

C. CE and BA intend to protect the privacy and provide for the security of PHI disclosed to BA pursuant to the Agreement in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (“the HITECH Act”), and regulations promulgated there under by the U.S. Department of Health and Human Services (the “HIPAA Regulations”) and other applicable laws, including, but not limited to, California Civil Code §§ 56, et seq., California Health and Safety Code § 1280.15, California Civil Code §§ 1798, et seq., California Welfare & Institutions Code §§5328, et seq., and the regulations promulgated there under (the “California Regulations”).

D. As part of the HIPAA Regulations, the Privacy Rule and the Security Rule (defined below) require CE to enter into a contract containing specific requirements with BA prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 164.314(a), 164.502(a) and (e) and 164.504(e) of the Code of Federal Regulations (“C.F.R.”) and contained in this BAA.

E. BA enters into agreements with CE that require the CE to disclose certain identifiable health information to BA. The parties desire to enter into this BAA to permit BA to have access to such information and comply with the BA requirements of HIPAA, the HITECH Act, and the corresponding Regulations.

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

1. Definitions.

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

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

APPENDIX E



San Francisco Department of Public Health

Business Associate Agreement

Mount St. Joseph - St. Elizabeth
1/1/18

the Privacy Rule, the Security Rule, and the HITECH Act, including, but not limited to, 42 U.S.C. Section 17938 and 45 C.F.R. Section 160.103.

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

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

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

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

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

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

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

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

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

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

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



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

2. Obligations of Business Associate.

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

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

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

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



BA may disclose PHI to a BA that is a subcontractor and may allow the subcontractor to create, receive, maintain, or transmit Protected Information on its behalf, if the BA obtains satisfactory assurances, in accordance with 45 C.F.R. Section 164.504(e)(1), that the subcontractor will appropriately safeguard the information [45 C.F.R. Section 164.502(e)(1)(ii)].

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

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

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

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



individual's representative submits a request for an accounting directly to BA or its agents or subcontractors, BA shall forward the request to CE in writing within five (5) calendar days.

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

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

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

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

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

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



deficiencies and (ii) any action pertaining to unauthorized uses or disclosures required by applicable federal and state laws. [42 U.S.C. Section 17921; 42 U.S.C. Section 17932; 45 C.F.R. 164.410; 45 C.F.R. Section 164.504(e)(2)(ii)(C); 45 C.F.R. Section 164.308(b)]

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

3. Termination.

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

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

c. Effect of Termination. Upon termination of the Agreement and this BAA for any reason, BA shall, at the option of CE, return or destroy all Protected Information that BA and its agents and subcontractors still maintain in any form, and shall retain no copies of such Protected Information. If return or destruction is not feasible, as determined by CE, BA shall continue to extend the protections and satisfy the obligations of Section 2 of this BAA to such information, and limit further use and disclosure of such PHI to those purposes that make the return or destruction of the information infeasible [45 C.F.R. Section 164.504(e)(2)(ii)(J)]. If CE elects destruction of the PHI, BA shall certify in writing to CE that such PHI has been destroyed in accordance with the Secretary's guidance regarding proper destruction of PHI.

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

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

4. Amendment to Comply with Law.

APPENDIX E



San Francisco Department of Public Health

Business Associate Agreement

Mount St. Joseph - St. Elizabeth

1/1/18

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

5. Reimbursement for Fines or Penalties.

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

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

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

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

Contractor Name:	Mount St. Joseph-St. Elizabeth	Contractor City Vendor ID	0000014714
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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 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 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.] [SFDPH 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 SFDPH's health information?					<input type="checkbox"/>	<input type="checkbox"/>
F	Assure that staff who create, or transfer health information (via laptop, USB/thumb-drive, handheld), have prior supervisorial authorization to do so AND that health information is only transferred or created on encrypted devices approved by SFDPH Information Security staff?					<input type="checkbox"/>	<input type="checkbox"/>

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

If Applicable: DOES YOUR ORGANIZATION...						Yes	No*
G	Have (or will have if/when applicable) evidence that SFDPH Service Desk (628-206-SERV) was notified to de-provision employees who have access to SFDPH 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 <u>Privacy Notice</u> 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 SFDPH.)					<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:	Mount St. Joseph-St. Elizabeth	Contractor City Vendor ID	0000014714
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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]	<input type="checkbox"/>	<input type="checkbox"/>	
B	Use findings from the assessments/audits to identify and mitigate known risks into documented remediation plans?	<input type="checkbox"/>	<input type="checkbox"/>	
	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?	<input type="checkbox"/>	<input type="checkbox"/>	
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)?	<input type="checkbox"/>	<input type="checkbox"/>	
E	Have a Data Security Officer or other individual designated as the person in charge of ensuring the security of confidential information?	<input type="checkbox"/>	<input type="checkbox"/>	
	<table border="1"> <tr> <td>If yes:</td> <td>Name & Title:</td> <td>Phone #</td> <td>Email:</td> </tr> </table>			If yes:
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.]	<input type="checkbox"/>	<input type="checkbox"/>	
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.]	<input type="checkbox"/>	<input type="checkbox"/>	
H	Have (or will have if/when applicable) Business Associate Agreements with subcontractors who create, receive, maintain, transmit, or access SFDPH's health information?	<input type="checkbox"/>	<input type="checkbox"/>	
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.)?	<input type="checkbox"/>	<input type="checkbox"/>	

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

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

III. *EXCEPTIONS: If you have answered "NO" to any question or believe a question is Not Applicable, please contact OCPA at 1-855-729-6040 or compliance.privacy@sfdph.org 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-1

Control Number

Contractor : Mt. St. Joseph-St. Elizabeth Epiphany Center

Address: 100 Masonic Avenue, San Francisco, CA 94118

Tel No.: (415) 567-8370
Fax No.: (415) 292-5531

Funding Term: 01/01/2018 - 06/30/2018

PHP Division: Behavioral Health Services

INVOICE NUMBER: **M01 JA 18**

Ct.Blanket No.: BPHM **TBD**

Ct. PO No.: POHM **TBD**

Fund Source: **MH Fed-SDMC Regular FFP (50%)
MH State-2011 PSR EPSDT
MH CYF County-GF (matched)
MH CYF County-GF
MH CYF County GF-CODB**

Invoice Period: **January 2018**

Final Invoice: _____ (Check if Yes)

ACE Control Number: _____

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 Epiphany Family Treatment PC# 38BN3 - HMMCP751594												
15/ 10-57, 59 OP-MH Svcs	13,702	20			-	-	0%	0%	13,702	20	100%	100%
15/ 10 - 09 OP - Cast Mgt Brokerage	1,186	20			-	-	0%	0%	1,186	20	100%	100%

Unduplicated Counts for AIDS Use Only.

Description	BUDGET	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Total Salaries	\$ 25,634.00	\$ -	\$ -	0.00%	\$ 25,634.00
Fringe Benefits	\$ 1,726.00	\$ -	\$ -	0.00%	\$ 1,726.00
Total Personnel Expenses	\$ 27,360.00	\$ -	\$ -	0.00%	\$ 27,360.00
Operating Expenses					
Occupancy	\$ 912.00	\$ -	\$ -	0.00%	\$ 912.00
Materials and Supplies	\$ 36.00	\$ -	\$ -	0.00%	\$ 36.00
General Operating	\$ 2,738.00	\$ -	\$ -	0.00%	\$ 2,738.00
Staff Travel	\$ -	\$ -	\$ -	0.00%	\$ -
Consultant/Subcontractor	\$ -	\$ -	\$ -	0.00%	\$ -
Other:	\$ -	\$ -	\$ -	0.00%	\$ -
	\$ -	\$ -	\$ -	0.00%	\$ -
Total Operating Expenses	\$ 3,686.00	\$ -	\$ -	0.00%	\$ 3,686.00
Capital Expenditures	\$ -	\$ -	\$ -	0.00%	\$ -
TOTAL DIRECT EXPENSES	\$ 31,046.00	\$ -	\$ -	0.00%	\$ 31,046.00
Indirect Expenses	\$ 3,725.00	\$ -	\$ -	0.00%	\$ 3,725.00
TOTAL EXPENSES	\$ 34,771.00	\$ -	\$ -	0.00%	\$ 34,771.00
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

DPH Authorization for Payment

Authorized Signatory

Date

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

Appendix F
PAGE A-1

Control Number

Contractor : Mt. St. Joseph-St. Elizabeth Epiphany Center

Address: 100 Masonic Avenue, San Francisco, CA 94118

Fax No.: (415) 292-5531

Funding Term: 01/01/2018 - 06/30/2018

PHP Division: Behavioral Health Services

INVOICE NUMBER: S01 JA 18

Ct.Blanket No.: BPHM TBD

Ct. PO No.: POHM TBD

Fund Source: SA County - General Fund

Invoice Period: January 2018

Final Invoice: (Check if Yes)

ACE Control Number: _____

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-1 Epiphany House PC# 38812 - HMSCRES227												
Res-51 SA-Res Recov Long Term (Over 30 days)	3,386	30			-	-	0%	0%	3,386	30	100%	100%

Unduplicated Counts for AIDS Use Only.

Description	BUDGET	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Total Salaries	\$ 93,149.00	\$ -	\$ -	0.00%	\$ 93,149.00
Fringe Benefits	\$ 27,333.00	\$ -	\$ -	0.00%	\$ 27,333.00
Total Personnel Expenses	\$ 120,482.00	\$ -	\$ -	0.00%	\$ 120,482.00
Operating Expenses					
Occupancy	\$ 16,477.00	\$ -	\$ -	0.00%	\$ 16,477.00
Materials and Supplies	\$ 6,688.00	\$ -	\$ -	0.00%	\$ 6,688.00
General Operating	\$ 11,018.00	\$ -	\$ -	0.00%	\$ 11,018.00
Staff Travel	\$ 875.00	\$ -	\$ -	0.00%	\$ 875.00
Consultant/Subcontractor	\$ 3,375.00	\$ -	\$ -	0.00%	\$ 3,375.00
Other: Staff Recruitment	\$ 500.00	\$ -	\$ -	0.00%	\$ 500.00
Food	\$ 5,000.00	\$ -	\$ -	0.00%	\$ 5,000.00
Total Operating Expenses	\$ 43,933.00	\$ -	\$ -	0.00%	\$ 43,933.00
Capital Expenditures	\$ -	\$ -	\$ -	0.00%	\$ -
TOTAL DIRECT EXPENSES	\$ 164,415.00	\$ -	\$ -	0.00%	\$ 164,415.00
Indirect Expenses	\$ 22,420.00	\$ -	\$ -	0.00%	\$ 22,420.00
TOTAL EXPENSES	\$ 186,835.00	\$ -	\$ -	0.00%	\$ 186,835.00
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

DPH Authorization for Payment

Authorized Signatory

Date

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

Appendix F
PAGE A-1

Control Number

Contractor : Mt. St. Joseph-St. Elizabeth Epiphany Center

Address: 100 Masonic Avenue, San Francisco, CA 94118

Fax No.: (415) 292-5531

Funding Term: 01/01/2018 - 06/30/2018

PHP Division: Behavioral Health Services

INVOICE NUMBER: S04 JA 18

Ct.Blanket No.: BPHM TBD

Ct. PO No.: POHM TBD

Fund Source: SA County - General Fund

Invoice Period: January 2018

Final Invoice: _____ (Check if Yes)

ACE Control Number: _____

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-2 Epiphany Residential PC# 38432 - HMHSCCRES227												
Res-51 SA-Res Recov Long Term (Over 30 days)	3,386	30			-	-	0%	0%	3,386	30	100%	100%

Unduplicated Counts for AIDS Use Only.

Description	BUDGET	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Total Salaries	\$ 92,485.00	\$ -	\$ -	0.00%	\$ 92,485.00
Fringe Benefits	\$ 26,774.00	\$ -	\$ -	0.00%	\$ 26,774.00
Total Personnel Expenses	\$ 119,259.00	\$ -	\$ -	0.00%	\$ 119,259.00
Operating Expenses					
Occupancy	\$ 5,794.00	\$ -	\$ -	0.00%	\$ 5,794.00
Materials and Supplies	\$ 10,763.00	\$ -	\$ -	0.00%	\$ 10,763.00
General Operating	\$ 14,783.00	\$ -	\$ -	0.00%	\$ 14,783.00
Staff Travel	\$ 1,750.00	\$ -	\$ -	0.00%	\$ 1,750.00
Consultant/Subcontractor	\$ 4,725.00	\$ -	\$ -	0.00%	\$ 4,725.00
Other: Staff Recruitmen	\$ 700.00	\$ -	\$ -	0.00%	\$ 700.00
Food	\$ 8,449.00	\$ -	\$ -	0.00%	\$ 8,449.00
Total Operating Expenses	\$ 46,964.00	\$ -	\$ -	0.00%	\$ 46,964.00
Capital Expenditures	\$ -	\$ -	\$ -	0.00%	\$ -
TOTAL DIRECT EXPENSES	\$ 166,223.00	\$ -	\$ -	0.00%	\$ 166,223.00
Indirect Expenses	\$ 20,612.00	\$ -	\$ -	0.00%	\$ 20,612.00
TOTAL EXPENSES	\$ 186,835.00	\$ -	\$ -	0.00%	\$ 186,835.00
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

DPH Authorization for Payment

Authorized Signatory

Date

Appendix G
Dispute Resolution Procedure
for Health and Human Services Nonprofit Contractors
9-06

Introduction

The City Nonprofit Contracting Task Force submitted its final report to the Board of Supervisors in June 2003. The report contains thirteen recommendations to streamline the City's contracting and monitoring process with health and human services nonprofits. These recommendations include: (1) consolidate contracts, (2) streamline contract approvals, (3) make timely payment, (4) create review/appellate process, (5) eliminate unnecessary requirements, (6) develop electronic processing, (7) create standardized and simplified forms, (8) establish accounting standards, (9) coordinate joint program monitoring, (10) develop standard monitoring protocols, (11) provide training for personnel, (12) conduct tiered assessments, and (13) fund cost of living increases. The report is available on the Task Force's website at http://www.sfgov.org/site/npcontractingtf_index.asp?id=1270. The Board adopted the recommendations in February 2004. The Office of Contract Administration created a Review/Appellate Panel ("Panel") to oversee implementation of the report recommendations in January 2005.

The Board of Supervisors strongly recommends that departments establish a Dispute Resolution Procedure to address issues that have not been resolved administratively by other departmental remedies. The Panel has adopted the following procedure for City departments that have professional service grants and contracts with nonprofit health and human service providers. The Panel recommends that departments adopt this procedure as written (modified if necessary to reflect each department's structure and titles) and include it or make a reference to it in the contract. The Panel also recommends that departments distribute the finalized procedure to their nonprofit contractors. Any questions or concerns about this Dispute Resolution Procedure should be addressed to purchasing@sfgov.org.

Dispute Resolution Procedure

The following Dispute Resolution Procedure provides a process to resolve any disputes or concerns relating to the administration of an awarded professional services grant or contract between the City and County of San Francisco and nonprofit health and human services contractors.

Contractors and City staff should first attempt to come to resolution informally through discussion and negotiation with the designated contact person in the department.

If informal discussion has failed to resolve the problem, contractors and departments should employ the following steps:

- **Step 1** The contractor will submit a written statement of the concern or dispute addressed to the Contract/Program Manager who oversees the agreement in question. The writing should describe the nature of the concern or dispute, i.e., program, reporting, monitoring, budget, compliance or other concern. The Contract/Program Manager will investigate the concern with the appropriate department staff that are involved with the nonprofit agency's program, and will either convene a meeting with the contractor or provide a written response to the contractor within 10 working days.

- Step 2 Should the dispute or concern remain unresolved after the completion of Step 1, the contractor may request review by the Division or Department Head who supervises the Contract/Program Manager. This request shall be in writing and should describe why the concern is still unresolved and propose a solution that is satisfactory to the contractor. The Division or Department Head will consult with other Department and City staff as appropriate, and will provide a written determination of the resolution to the dispute or concern within 10 working days.
- Step 3 Should Steps 1 and 2 above not result in a determination of mutual agreement, the contractor may forward the dispute to the Executive Director of the Department or their designee. This dispute shall be in writing and describe both the nature of the dispute or concern and why the steps taken to date are not satisfactory to the contractor. The Department will respond in writing within 10 working days.

In addition to the above process, contractors have an additional forum available only for disputes that concern implementation of the thirteen policies and procedures recommended by the Nonprofit Contracting Task Force and adopted by the Board of Supervisors. These recommendations are designed to improve and streamline contracting, invoicing and monitoring procedures. For more information about the Task Force's recommendations, see the June 2003 report at http://www.sfgov.org/site/npcontractingtf_index.asp?id=1270.

The Review/Appellate Panel oversees the implementation of the Task Force report. The Panel is composed of both City and nonprofit representatives. The Panel invites contractors to submit concerns about a department's implementation of the policies and procedures. Contractors can notify the Panel after Step 2. However, the Panel will not review the request until all three steps are exhausted. This review is limited to a concern regarding a department's implementation of the policies and procedures in a manner which does not improve and streamline the contracting process. This review is not intended to resolve substantive disputes under the contract such as change orders, scope, term, etc. The contractor must submit the request in writing to purchasing@sfgov.org. This request shall describe both the nature of the concern and why the process to date is not satisfactory to the contractor. Once all steps are exhausted and upon receipt of the written request, the Panel will review and make recommendations regarding any necessary changes to the policies and procedures or to a department's administration of policies and procedures.

Appendix H
Reserved (Privacy Policy Compliance Standards)

Appendix I

THE DECLARATION OF COMPLIANCE

Each Fiscal Year, CONTRACTOR attests with a Declaration of Compliance that each program site has an Administrative Binder that contains all of the forms, policies, statements, and documentation required by Community Behavioral Health Services (CBHS). The Declaration of Compliance also lists requirements for site postings of public and client information, and client chart compliance if client charts are maintained. CONTRACTOR understands that the Community Programs Business Office of Contract Compliance may visit a program site at any time to ensure compliance with all items of the Declaration of Compliance.

Appendix J

SUBSTANCE USE DISORDER SERVICES such as Drug Medi-Cal, Federal Substance Abuse Prevention And Treatment (SAPT) Block Grant, Primary Prevention or State Funded Services

The following laws, regulations, policies/procedures and documents are hereby incorporated by reference into this Agreement as though fully set forth therein.

Drug Medi-Cal (DMC) services for substance use treatment in the Contractor's service area pursuant to Sections 11848.5(a) and (b) of the Health and Safety Code (hereinafter referred to as HSC), Sections 14021.51 – 14021.53, and 14124.20 – 14124.25 of the Welfare and Institutions Code (hereinafter referred to as W&IC), and Title 22 of the California Code of Regulations (hereinafter referred to as Title 22), Sections 51341.1, 51490.1, and 51516.1, and Part 438 of the Code of Federal Regulations, hereinafter referred to as 42 CFR 438.

The City and County of San Francisco and the provider enter into this Intergovernmental Agreement by authority of Title 45 of the Code of Federal Regulations Part 96 (45 CFR Part 96), Substance Abuse Prevention and Treatment Block Grants (SAPT Block Grant) for the purpose of planning, carrying out, and evaluating activities to prevent and treat substance abuse. SAPT Block Grant recipients must adhere to Substance Abuse and Mental Health Administration's (SAMHSA) National Outcome Measures (NOMs).

The objective is to make substance use treatment services available to Medi-Cal and other non-DMC beneficiaries through utilization of federal and state funds available pursuant to Title XIX and Title XXI of the Social Security Act and the SAPT Block Grant for reimbursable covered services rendered by certified DMC providers.

Reference Documents

Document 1A: Title 45, Code of Federal Regulations 96, Subparts C and L, Substance Abuse Prevention and Treatment Block Grant Requirements
<https://www.gpo.gov/fdsys/granule/CFR-2005-title45-vol1/CFR-2005-title45-vol1-part96>

Document 1B: Title 42, Code of Federal Regulations, Charitable Choice Regulations
<https://www.law.cornell.edu/cfr/text/42/part-54>

Document 1C: Driving-Under-the-Influence Program Requirements

Document 1F(a): Reporting Requirement Matrix – County Submission Requirements for the Department of Health Care Services

Document 1G: Perinatal Services Network Guidelines 2016

Document 1H(a): Service Code Descriptions

Document 1J(a): Non-Drug Medi-Cal Audit Appeals Process

Document 1J(b): DMC Audit Appeals Process

Document 1K: Drug and Alcohol Treatment Access Report (DATAR)
<http://www.dhcs.ca.gov/provgovpart/Pages/DATAR.aspx>

Document 1P: Alcohol and/or Other Drug Program Certification Standards (March 15, 2004)
http://www.dhcs.ca.gov/provgovpart/Pages/Facility_Certification.aspx

Document 1T: CalOMS Prevention Data Quality Standards

Document 1V: Youth Treatment Guidelines
http://www.dhcs.ca.gov/individuals/Documents/Youth_Treatment_Guidelines.pdf

Document 2A: Sobky v. Smoley, Judgment, Signed February 1, 1995

Document 2C: Title 22, California Code of Regulations
<http://ccr.oal.ca.gov>

Document 2E: Drug Medi-Cal Certification Standards for Substance Abuse Clinics (Updated July 1, 2004)
http://www.dhcs.ca.gov/services/adp/Documents/DMCA_Drug_Medi-Cal_Certification_Standards.pdf

Document 2F: Standards for Drug Treatment Programs (October 21, 1981)
http://www.dhcs.ca.gov/services/adp/Documents/DMCA_Standards_for_Drug_Treatment_Programs.pdf

Document 2G Drug Medi-Cal Billing Manual
http://www.dhcs.ca.gov/formsandpubs/Documents/Info%20Notice%202015/DMC_Billing_Manual%20FINAL.pdf

Document 2K: Multiple Billing Override Certification (MC 6700)

Document 2L(a): Good Cause Certification (6065A)

Document 2L(b): Good Cause Certification (6065B)

Document 2P: County Certification - Cost Report Year-End Claim For Reimbursement

Document 2P(a): Drug Medi-Cal Cost Report Forms – Intensive Outpatient Treatment – Non-Perinatal (form and instructions)

Document 2P(b): Drug Medi-Cal Cost Report Forms – Intensive Outpatient Treatment – Perinatal (form and instructions)

Document 2P(c): Drug Medi-Cal Cost Report Forms – Outpatient Drug Free Individual Counseling – Non-Perinatal (form and instructions)

Document 2P(d): Drug Medi-Cal Cost Report Forms – Outpatient Drug Free Individual Counseling – Perinatal (form and instructions)

Document 2P(e): Drug Medi-Cal Cost Report Forms – Outpatient Drug Free Group Counseling – Non-Perinatal (form and instructions)

Document 2P(f): Drug Medi-Cal Cost Report Forms – Outpatient Drug Free Group Counseling – Perinatal (form and instructions)

Document 2P(g): Drug Medi-Cal Cost Report Forms – Residential – Perinatal (form and instructions)

Document 2P(h): Drug Medi-Cal Cost Report Forms – Narcotic Treatment Program – County – Non-Perinatal (form and instructions)

Document 2P(i): Drug Medi-Cal Cost Report Forms – Narcotic Treatment Program – County – Perinatal (form and instructions)

Document 3G: California Code of Regulations, Title 9 – Rehabilitation and Developmental Services, Division 4 – Department of Alcohol and Drug Programs, Chapter 4 – Narcotic Treatment Programs
<http://www.calregs.com>

Document 3H: California Code of Regulations, Title 9 – Rehabilitation and Developmental Services, Division 4 – Department of Alcohol and Drug Programs, Chapter 8 – Certification of Alcohol and Other Drug Counselors
<http://www.calregs.com>

Document 3J: CalOMS Treatment Data Collection Guide
http://www.dhcs.ca.gov/provgovpart/Documents/CalOMS_Tx_Data_Collection_Guide_JAN%202014.pdf

Document 3O: Quarterly Federal Financial Management Report (QFFMR) 2014-15
http://www.dhcs.ca.gov/provgovpart/Pages/SUD_Forms.aspx

Document 3S CalOMS Treatment Data Compliance Standards

Document 3V Culturally and Linguistically Appropriate Services (CLAS) National Standards
<http://minorityhealth.hhs.gov/templates/browse.aspx?lvl=2&lvlID=15>

Document 4D : Drug Medi-Cal Certification for Federal Reimbursement (DHCS100224A)

Document 5A : Confidentiality Agreement

FOR CONTRACTS WITH DRUG MEDI-CAL, FEDERAL SAPT OR STATE FUNDS:

I. Subcontractor Documentation

The provider shall require its subcontractors that are not licensed or certified by DHCS to submit organizational documents to DHCS within thirty (30) days of execution of an initial subcontract, within ninety (90) days of the renewal or continuation of an existing subcontract or when there has been a change in subcontractor name or ownership. Organizational documents shall include the subcontractor's Articles of Incorporation or Partnership Agreements (as applicable), and business licenses, fictitious name permits, and such other information and documentation as may be requested by DHCS.

Records

Contractor shall maintain sufficient books, records, documents, and other evidence necessary for State to audit contract performance and contract compliance. Contractor will make these records available to State, upon request, to evaluate the quality and quantity of services, accessibility and appropriateness of services, and to ensure fiscal accountability. Regardless of the location or ownership of such records, they shall be sufficient to determine the reasonableness, allowability, and allocability of costs incurred by Contractor.

1. Contracts with audit firms shall have a clause to permit access by State to the working papers of the external independent auditor, and copies of the working papers shall be made for State at its request.
 2. Providers shall keep adequate and sufficient financial records and statistical data to support the year-end documents filed with State.
 3. Accounting records and supporting documents shall be retained for a three-year period from the date the year-end cost settlement report was approved by State for interim settlement. When an audit has been started before the expiration of the three-year period, the records shall be retained until completion of the audit and final resolution of all issues that arise in the audit. Final settlement shall be made at the end of the audit and appeal process. If an audit has not begun within three years, the interim settlement shall be considered as the final settlement.
 4. Financial records shall be kept so that they clearly reflect the source of funding for each type of service for which reimbursement is claimed. These documents include, but are not limited to, all ledgers, books, vouchers, time sheets, payrolls, appointment schedules, client data cards, and schedules for allocating costs.
 5. Provider's shall require that all subcontractors comply with the requirements of this Section A.
 6. Should a provider discontinue its contractual agreement with subcontractor, or cease to conduct business in its entirety, provider shall be responsible for retaining the subcontractor's fiscal and program records for the required retention period. The State Administrative Manual (SAM) contains statutory requirements governing the retention, storage, and disposal of records pertaining to State funds.
- If provider cannot physically maintain the fiscal and program records of the subcontractor, then arrangements shall be made with State to take possession and maintain all records.
7. In the expenditure of funds hereunder, and as required by 45 CFR Part 96, Contractor shall comply with the requirements of SAM and the laws and procedures applicable to the obligation and expenditure of State funds.

II Patient Record Retention

Provider agrees to establish, maintain, and update as necessary, an individual patient record for each beneficiary admitted to treatment and receiving services.

Drug Medi-Cal contracts are controlled by applicable provisions of: (a) the W&I, Chapter 7, Sections 14000, et seq., in particular, but not limited to, Sections 14100.2, 14021, 14021.5, 14021.6, 14043, et seq., (b) Title 22, including but not limited to Sections 51490.1, 51341.1 and 51516.1; and (c) Division 4 of Title 9 of the California Code of Regulations (hereinafter referred to as Title 9).

Established by DMC status and modality of treatment, each beneficiary's individual patient record shall include documentation of personal information as specified in either AOD Standards; Title 22; and Title 9. Contractor agrees to maintain patient records in accordance with the provision of treatment regulations that apply.

Providers, regardless of DMC certification status, shall maintain all of the documentation in the beneficiary's individual patient record for a minimum of seven (7) years from the date of the last face-to-face contact between the beneficiary and the provider.

In addition providers shall maintain all of the documentation that the beneficiary met the requirements for good cause specified in Section 51008.5, where the good cause results from beneficiary-related delays, for a minimum of seven (7) years from the date of the last face-to-face contact. If an audit takes place during the three year period, the contractor shall maintain records until the audit is completed.

III. Control Requirements

1) Performance under the terms of this Exhibit A, Attachment I, is subject to all applicable federal and state laws, regulations, and standards. In accepting DHCS drug and alcohol combined program allocation pursuant to HSC Sections 11814(a) and (b), Contractor shall: (i) establish, and shall require its providers to establish, written policies and procedures consistent with the following requirements; (ii) monitor for compliance with the written procedures; and (iii) be held accountable for audit exceptions taken by DHCS against the Contractor and its contractors for any failure to comply with these requirements:

- a) HSC, Division 10.5, commencing with Section 11760;
 - b) Title 9, California Code of Regulations (CCR) (herein referred to as Title 9), Division 4, commencing with Section 9000;
 - c) Government Code Section 16367.8;
 - d) Government Code, Article 7, Federally Mandated Audits of Block Grant Funds Allocated to Local Agencies, Chapter 1, Part 1, Division 2, Title 5, commencing at Section 53130;
 - e) Title 42 United State Code (USC), Sections 300x-21 through 300x-31, 300x-34, 300x-53, 300x-57, and 330x-65 and 66;
 - f) The Single Audit Act Amendments of 1996 (Title 31, USC Sections 7501-7507) and the Office of Management and Budget (OMB) Circular A-133 revised June 27, 2003 and June 26, 2007.
 - g) Title 45, Code of Federal Regulations (CFR), Sections 96.30 through 96.33 and Sections 96.120 through 96.137;
 - h) Title 42, CFR, Sections 8.1 through 8.6;
 - i) Title 21, CFR, Sections 1301.01 through 1301.93, Department of Justice, Controlled Substances; and,
 - j) State Administrative Manual (SAM), Chapter 7200 (General Outline of Procedures)
- K) [Medi-Cal Eligibility Verification http://www.dhcs.ca.gov/provgovpart/Pages/DataUseAgreement.aspx](http://www.dhcs.ca.gov/provgovpart/Pages/DataUseAgreement.aspx)

Providers shall be familiar with the above laws, regulations, and guidelines and shall assure that its subcontractors are also familiar with such requirements.

- 2) The provisions of this Exhibit A, Attachment I are not intended to abrogate any provisions of law or regulation, or any standards existing or enacted during the term of this Intergovernmental Agreement.
- 3) Providers shall adhere to the applicable provisions of Title 45, CFR, Part 96, Subparts C and L, as applicable, in the expenditure of the SAPTBG funds. Document 1A, 45 CFR 96, Subparts C and L, is incorporated by reference.

4) Documents 1C incorporated by this reference, contains additional requirements that shall be adhered to by those Contractors that receive Document 1C. This document is:

a) Document 1C, Driving-Under-the-Influence Program Requirements;

C. In accordance with the Fiscal Year 2011-12 State Budget Act and accompanying law (Chapter 40, Statutes of 2011 and Chapter 13, Statutes of 2011, First Extraordinary Session), providers that provide Women and Children's Residential Treatment Services shall comply with the program requirements (Section 2.5, Required Supplemental/Recovery Support Services) of the Substance Abuse and Mental Health Services Administration's Grant Program for Residential Treatment for Pregnant and Postpartum Women, RFA found at <http://www.samhsa.gov/grants/grantannouncements/ti-14-005>.

IV Provider's Agents and Subcontractors

a. To enter into written agreements with any agents, including subcontractors and vendors to whom Contractor provides Department PHI, that impose the same restrictions and conditions on such agents, subcontractors and vendors that apply to providers with respect to such Department PHI under this Exhibit F, and that require compliance with all applicable provisions of HIPAA, the HITECH Act and the HIPAA regulations, including the requirement that any agents, subcontractors or vendors implement reasonable and appropriate administrative, physical, and technical safeguards to protect such PHI. As required by HIPAA, the HITECH Act and the HIPAA regulations, including 45 CFR Sections 164.308 and 164.314, Provider shall incorporate, when applicable, the relevant provisions of this Exhibit F-1 into each subcontract or subaward to such agents, subcontractors and vendors, including the requirement that any security incidents or breaches of unsecured PHI be reported to provider. In accordance with 45 CFR Section 164.504(e)(1)(ii), upon Contractor's knowledge of a material breach or violation by its subcontractor of the agreement between Provider and the subcontractor, Provider shall:

i) Provide an opportunity for the subcontractor to cure the breach or end the violation and terminate the agreement if the subcontractor does not cure the breach or end the violation within the time specified by the Department; or

ii) Immediately terminate the agreement if the subcontractor has breached a material term of the agreement and cure is not possible.

V Breaches and Security Incidents

During the term of this Agreement, Provider agrees to implement reasonable systems for the discovery and prompt reporting of any breach or security incident, and to take the following steps:

a. Initial Notice to the Department

(1) To notify the Department **immediately by telephone call or email or fax** upon the discovery of a breach of unsecured PHI in electronic media or in any other media if the PHI was, or is reasonably believed to have been, accessed or acquired by an unauthorized person.

(2) To notify the Department **within 24 hours (one hour if SSA data) by email or fax** of the discovery of any suspected security incident, intrusion or unauthorized access, use or disclosure of PHI in violation of this Agreement or this Exhibit F-1, or potential loss of confidential data affecting this Agreement. A breach shall be treated as discovered by provide as of the first day on which the 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, officer or other agent of provider.

Notice shall be provided to the Information Protection Unit, Office of HIPAA Compliance. If the incident occurs after business hours or on a weekend or holiday and involves electronic PHI, notice shall be provided by calling the Information Protection Unit (916.445.4646, 866-866-0602) or by emailing privacyofficer@dhcs.ca.gov. Notice shall be made using the DHCS "Privacy Incident Report" form, including all information known at the time. Provider shall use the most current version of this form, which is posted on the DHCS Information Security Officer website (www.dhcs.ca.gov, then select "Privacy" in the left column and then "Business Partner" near the middle of the page) or use this link: <http://www.dhcs.ca.gov/formsandpubs/laws/priv/Pages/DHCSBusinessAssociatesOnly.aspx> Upon discovery of a breach or suspected security incident, intrusion or unauthorized access, use or disclosure of Department PHI, Provider shall take:

- i) Prompt corrective action to mitigate any risks or damages involved with the breach and to protect the operating environment; and
- ii) Any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations.

b. Investigation and Investigation Report.

To immediately investigate such suspected security incident, security incident, breach, or unauthorized access, use or disclosure of PHI. Within 72 hours of the discovery, Provider shall submit an updated "Privacy Incident Report" containing the information marked with an asterisk and all other applicable information listed on the form, to the extent known at that time, to the Information Protection Unit.

c. Complete Report.

To provide a complete report of the investigation to the Department Program Contract Manager and the Information Protection Unit within ten (10) working days of the discovery of the breach or unauthorized use or disclosure. The report shall be submitted on the "Privacy Incident Report" form and shall include an assessment of all known factors relevant to a determination of whether a breach occurred under applicable provisions of HIPAA, the HITECH Act, and the HIPAA regulations. The report shall also include a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the improper use or disclosure. If the Department requests information in addition to that listed on the "Privacy Incident Report" form, provider shall make reasonable efforts to provide the Department with such information. If, because of the circumstances of the incident, provider needs more than ten (10) working days from the discovery to submit a complete report, the Department may grant a reasonable extension of time, in which case provider shall submit periodic updates until the complete report is submitted. If necessary, a Supplemental Report may be used to submit revised or additional information after the completed report is submitted, by submitting the revised or additional information on an updated "Privacy Incident Report" form. The Department will review and approve the determination of whether a breach occurred and whether individual notifications and a corrective action plan are required.

d. Responsibility for Reporting of Breaches

If the cause of a breach of Department PHI is attributable to provider or its agents, subcontractors or vendors, provider is responsible for all required reporting of the breach as specified in 42 U.S.C. section 17932 and its implementing regulations, including notification to media outlets and to the Secretary (after obtaining prior written approval of DHCS). If a breach of unsecured Department PHI involves more than 500 residents of the State of California or under its jurisdiction, Contractor shall first notify DHCS, then the Secretary of the breach immediately upon discovery of the breach. If a breach involves more than 500 California residents, provider shall also provide, after obtaining written prior approval of DHCS, notice to the Attorney General for the State of California, Privacy Enforcement Section. If Contractor has reason to believe that duplicate reporting of the same breach or incident may occur because its subcontractors, agents or vendors may report

the breach or incident to the Department in addition to provider, provider shall notify the Department, and the Department and provider may take appropriate action to prevent duplicate reporting.

e. Responsibility for Notification of Affected Individuals

If the cause of a breach of Department PHI is attributable to provider or its agents, subcontractors or vendors and notification of the affected individuals is required under state or federal law, provider shall bear all costs of such notifications as well as any costs associated with the breach. In addition, the Department reserves the right to require provider to notify such affected individuals, which notifications shall comply with the requirements set forth in 42U.S.C. section 17932 and its implementing regulations, including, but not limited to, the requirement that the notifications be made without unreasonable delay and in no event later than 60 calendar days after discovery of the breach. The Department Privacy Officer shall approve the time, manner and content of any such notifications and their review and approval must be obtained before the notifications are made. The Department will provide its review and approval expeditiously and without unreasonable delay.

f. Department Contact Information

To direct communications to the above referenced Department staff, the provider shall initiate contact as indicated herein. The Department reserves the right to make changes to the contact information below by giving written notice to the provider. Said changes shall not require an amendment to this Addendum or the Agreement to which it is incorporated.

VI Additional Provisions

A. Additional Intergovernmental Agreement Restrictions

This Intergovernmental Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress, or any statute enacted by the Congress, which may affect the provisions, terms, or funding of this Intergovernmental Agreement in any manner including, but not limited to, 42 CFR 438.610(c)(3).

B. Nullification of DMC Treatment Program SUD services (if applicable)

The parties agree that if the Contractor fails to comply with the provisions of W&I Code, Section 14124.24, all areas related to the DMC Treatment Program SUD services shall be null and void and severed from the remainder of this Intergovernmental Agreement.

In the event the DMC Treatment Program Services component of this Intergovernmental Agreement becomes null and void, an updated Exhibit B, Attachment I shall take effect reflecting the removal of federal Medicaid funds and DMC State General Funds from this Intergovernmental Agreement. All other requirements and conditions of this Intergovernmental Agreement shall remain in effect until amended or terminated.

C. Hatch Act

Provider agrees to comply with the provisions of the Hatch Act (Title 5 USC, Sections 1501-1508), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

D. No Unlawful Use or Unlawful Use Messages Regarding Drugs

Provider agrees that information produced through these funds, and which pertains to drug and alcohol - related programs, shall contain a clearly written statement that there shall be no unlawful use of drugs or alcohol associated with the program. Additionally, no aspect of a drug or alcohol- related program shall include any message on the responsible use, if the use is unlawful, of drugs or alcohol (HSC Section 11999-11999.3). By signing this Intergovernmental Agreement, Contractor agrees that it shall enforce, and shall require its subcontractors to enforce, these requirements.

E. Noncompliance with Reporting Requirements

Provider agrees that DHCS has the right to withhold payments until provider has submitted any required data and reports to DHCS, as identified in this Exhibit A, Attachment I or as identified in Document 1F(a), Reporting Requirement Matrix for Counties.

F. Limitation on Use of Funds for Promotion of Legalization of Controlled Substances

None of the funds made available through this Intergovernmental Agreement may be used for any activity that promotes the legalization of any drug or other substance included in Schedule I of Section 202 of the Controlled Substances Act (21 USC 812).

G. Restriction on Distribution of Sterile Needles

No Substance Abuse Prevention and Treatment (SAPT) Block Grant funds made available through this Intergovernmental Agreement shall be used to carry out any program that includes the distribution of sterile needles or syringes for the hypodermic injection of any illegal drug unless DHCS chooses to implement a demonstration syringe services program for injecting drug users.

H. Health Insurance Portability and Accountability Act (HIPAA) of 1996

If any of the work performed under this Intergovernmental Agreement is subject to the HIPAA, Contractor shall perform the work in compliance with all applicable provisions of HIPAA. As identified in Exhibit G, DHCS and provider shall cooperate to assure mutual agreement as to those transactions between them, to which this Provision applies. Refer to Exhibit G for additional information.

1) Trading Partner Requirements

a) No Changes. Provider hereby agrees that for the personal health information (Information), it shall not change any definition, data condition or use of a data element or segment as proscribed in the federal HHS Transaction Standard Regulation. (45 CFR Part 162.915 (a))

b) No Additions. Provider hereby agrees that for the Information, it shall not add any data elements or segments to the maximum data set as proscribed in the HHS Transaction Standard Regulation. (45 CFR Part 162.915 (b))

c) No Unauthorized Uses. Contractor hereby agrees that for the Information, it shall not use any code or data elements that either are marked “not used” in the HHS Transaction’s Implementation specification or are not in the HHS Transaction Standard’s implementation specifications. (45 CFR Part 162.915 (c))

d) No Changes to Meaning or Intent. Contractor hereby agrees that for the Information, it shall not change the meaning or intent of any of the HHS Transaction Standard’s implementation specification. (45 CFR Part 162.915 (d))

2) Concurrence for Test Modifications to HHS Transaction Standards

Provider agrees and understands that there exists the possibility that DHCS or others may request an extension from the uses of a standard in the HHS Transaction Standards. If this occurs, Provider agrees that it shall participate in such test modifications.

3) Adequate Testing

Provider is responsible to adequately test all business rules appropriate to their types and specialties. If the Contractor is acting as a clearinghouse for enrolled providers, Provider has obligations to adequately test all business rules appropriate to each and every provider type and specialty for which they provide clearinghouse services.

4) **Deficiencies**

The Provider agrees to cure transactions errors or deficiencies identified by DHCS, and transactions errors or deficiencies identified by an enrolled provider if the provider is acting as a clearinghouse for that provider. If the provider is a clearinghouse, the provider agrees to properly communicate deficiencies and other pertinent information regarding electronic transactions to enrolled providers for which they provide clearinghouse services.

5) **Code Set Retention**

Both Parties understand and agree to keep open code sets being processed or used in this Intergovernmental Agreement for at least the current billing period or any appeal period, whichever is longer.

6) **Data Transmission Log**

Both Parties shall establish and maintain a Data Transmission Log, which shall record any and all Data Transmission taking place between the Parties during the term of this Intergovernmental Agreement. Each Party shall take necessary and reasonable steps to ensure that such Data Transmission Logs constitute a current, accurate, complete, and unaltered record of any and all Data Transmissions between the Parties, and shall be retained by each Party for no less than twenty-four (24) months following the date of the Data Transmission. The Data Transmission Log may be maintained on computer media or other suitable means provided that, if it is necessary to do so, the information contained in the Data Transmission Log may be retrieved in a timely manner and presented in readable form.

I. **Nondiscrimination and Institutional Safeguards for Religious Providers**

Contractor shall establish such processes and procedures as necessary to comply with the provisions of Title 42, USC, Section 300x-65 and Title 42, CFR, Part 54, (Reference Document 1B).

J. **Counselor Certification**

Any counselor or registrant providing intake, assessment of need for services, treatment or recovery planning, individual or group counseling to participants, patients, or residents in a DHCS licensed or certified program is required to be certified as defined in Title 9, CCR, Division 4, Chapter 8. (Document 3H).

K. **Cultural and Linguistic Proficiency**

To ensure equal access to quality care by diverse populations, each service provider receiving funds from this Intergovernmental Agreement shall adopt the federal Office of Minority Health Culturally and Linguistically Appropriate Service (CLAS) national standards (Document 3V) and comply with 42 CFR 438.206(c)(2).

L. **Intravenous Drug Use (IVDU) Treatment**

Provider shall ensure that individuals in need of IVDU treatment shall be encouraged to undergo SUD treatment (42 USC 300x-23 and 45 CFR 96.126(e)).

M. **Tuberculosis Treatment**

Provider shall ensure the following related to Tuberculosis (TB):

- 1) Routinely make available TB services to each individual receiving treatment for SUD use and/or abuse;
- 2) Reduce barriers to patients' accepting TB treatment; and,

3) Develop strategies to improve follow-up monitoring, particularly after patients leave treatment, by disseminating information through educational bulletins and technical assistance.

N. Trafficking Victims Protection Act of 2000

Provider and its subcontractors that provide services covered by this Intergovernmental Agreement shall comply with Section 106(g) of the Trafficking Victims Protection Act of 2000 (22 U.S.C. 7104(g)) as amended by section 1702. For full text of the award term, go to: <http://uscode.house.gov/view.xhtml?req=granuleid:USC-prelim-title22-section7104d&num=0&edition=prelim>

O. Tribal Communities and Organizations

Provider shall regularly assess (e.g. review population information available through Census, compare to information obtained in CalOMS Treatment to determine whether population is being reached, survey Tribal representatives for insight in potential barriers) the substance use service needs of the American Indian/Alaskan Native (AI/AN) population within the Contractor's geographic area and shall engage in regular and meaningful consultation and collaboration with elected officials of the tribe, Rancheria, or their designee for the purpose of identifying issues/barriers to service delivery and improvement of the quality, effectiveness and accessibility of services available to AI/NA communities within the Provider's county.

P. Participation of County Alcohol and Drug Program Administrators Association of California and California Behavioral Health Director's Association of California.

1) Pursuant to HSC Section 11801(g), the Provider's County AOD Program Administrator shall participate and represent the County in meetings of the County Alcohol and Drug Program Administrators Association of California for the purposes of representing the counties in their relationship with DHCS with respect to policies, standards, and administration for SUD abuse services. Participation and representation shall also be provided by the County Behavioral Health Director's Association of California.

2) Pursuant to HSC Section 11811.5(c), the Provider's County AOD Program Administrator shall attend any special meetings called by the Director of DHCS. Participation and representation shall also be provided by the County Behavioral Health Director's Association of California.

Q. Youth Treatment Guidelines

Provider shall follow the guidelines in Document 1V, incorporated by this reference, "Youth Treatment Guidelines," in developing and implementing adolescent treatment programs funded under this Exhibit, until such time new Youth Treatment Guidelines are established and adopted. No formal amendment of this Intergovernmental Agreement is required for new guidelines to be incorporated into this Intergovernmental Agreement.

R. Restrictions on Grantee Lobbying – Appropriations Act Section 503

1) No part of any appropriation contained in this Act shall be used, other than for formal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, or video presentation designed to support or defeat legislation pending before the Congress, except in presentation to the Congress or any State legislative body itself.

2) No part of any appropriation contained in this Act shall be used to pay the salary or expenses of any Intergovernmental Agreement recipient, or agent acting for such recipient, related to any activity designed to influence legislation or appropriations pending before the Congress or any State legislature.

S. Nondiscrimination in Employment and Services

By signing this Intergovernmental Agreement, provider certifies that under the laws of the United States and the State of California, incorporated into this Intergovernmental Agreement by reference and made a part hereof as if set forth in full, Contractor shall not unlawfully discriminate against any person.

T. Federal Law Requirements:

- 1) Title VI of the Civil Rights Act of 1964, Section 2000d, as amended, prohibiting discrimination based on race, color, or national origin in federally funded programs.
- 2) Title IX of the education amendments of 1972 (regarding education and programs and activities), if applicable.
- 3) Title VIII of the Civil Rights Act of 1968 (42 USC 3601 et seq.) prohibiting discrimination on the basis of race, color, religion, sex, handicap, familial status or national origin in the sale or rental of housing.
- 4) Age Discrimination Act of 1975 (45 CFR Part 90), as amended (42 USC Sections 6101 – 6107), which prohibits discrimination on the basis of age.
- 5) Age Discrimination in Employment Act (29 CFR Part 1625).
- 6) Title I of the Americans with Disabilities Act (29 CFR Part 1630) prohibiting discrimination against the disabled in employment.
- 7) Americans with Disabilities Act (28 CFR Part 35) prohibiting discrimination against the disabled by public entities.
- 8) Title III of the Americans with Disabilities Act (28 CFR Part 36) regarding access.
- 9) Rehabilitation Act of 1973, as amended (29 USC Section 794), prohibiting discrimination on the basis of individuals with disabilities.
- 10) Executive Order 11246 (42 USC 2000(e) et seq. and 41 CFR Part 60) regarding nondiscrimination in employment under federal contracts and construction contracts greater than \$10,000 funded by federal financial assistance.
- 11) Executive Order 13166 (67 FR 41455) to improve access to federal services for those with limited English proficiency.
- 12) The Drug Abuse Office and Treatment Act of 1972, as amended, relating to nondiscrimination on the basis of drug abuse.
- 13) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism.

U. State Law Requirements:

- 1) Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Administrative Code, Title 2, Section 7285.0 et seq.).
- 2) Title 2, Division 3, Article 9.5 of the Government Code, commencing with Section 11135.

3) Title 9, Division 4, Chapter 8 of the CCR, commencing with Section 10800.

4) No state or federal funds shall be used by the Contractor or its subcontractors for sectarian worship, instruction, or proselytization. No state funds shall be used by the Contractor or its subcontractors to provide direct, immediate, or substantial support to any religious activity.

5) Noncompliance with the requirements of nondiscrimination in services shall constitute grounds for state to withhold payments under this Intergovernmental Agreement or terminate all, or any type, of funding provided hereunder.

V. Investigations and Confidentiality of Administrative Actions

1) Provider acknowledges that if a DMC provider is under investigation by DHCS or any other state, local or federal law enforcement agency for fraud or abuse, DHCS may temporarily suspend the provider from the DMC program, pursuant to W&I Code, Section 14043.36(a). Information about a provider's administrative sanction status is confidential until such time as the action is either completed or resolved. The DHCS may also issue a Payment Suspension to a provider pursuant to W&I Code, Section 14107.11 and Code of Federal Regulations, Title 42, section 455.23. The Contractor is to withhold payments from a DMC provider during the time a Payment Suspension is in effect.

2) Provider shall execute the Confidentiality Agreement, attached as Document 5A. The Confidentiality Agreement permits DHCS to communicate with Contractor concerning subcontracted providers that are subject to administrative sanctions.

W. This Intergovernmental Agreement is subject to any additional restrictions, limitations, or conditions enacted by the federal or state governments that affect the provisions, terms, or funding of this Intergovernmental Agreement in any manner.

X. Subcontract Provisions

Provider shall include all of the foregoing provisions in all of its subcontracts.

Y. Conditions for Federal Financial Participation

1) Provider shall meet all conditions for Federal Financial Participation, consistent with 42 CFR 438.802, 42 CFR 438.804, 42 CFR 438.806, 42 CFR 438.808, 42 CFR 438.810, 42 CFR 438.812.

2) Pursuant to 42 CFR 438.808, Federal Financial Participation (FFP) is not available to the Contractor if the Contractor:

a) Is an entity that could be excluded under section 1128(b)(8) as being controlled by a sanctioned individual;

b) Is an entity that has a substantial contractual relationship as defined in section 431.55(h)(3), either directly or indirectly, with an individual convicted of certain crimes described in section 1128(8)(B); or

c) Is an entity that employs or contracts, directly or indirectly, for the furnishing of health care utilization review, medical social work, or administrative services, with one of the following:

i. Any individual or entity excluded from participation in federal health care programs under section 1128 or section 1126A; or

ii. An entity that would provide those services through an excluded individual or entity.

Providers shall include the following requirements in their subcontracts with providers:

1) Culturally Competent Services: Providers are responsible to provide culturally competent services. Providers must ensure that their policies, procedures, and practices are consistent with the principles outlined and are embedded in the organizational structure, as well as being upheld in day-to-day operations. Translation services must be available for beneficiaries, as needed.

2) Medication Assisted Treatment: Providers will have procedures for linkage/integration for beneficiaries requiring medication assisted treatment. Provider staff will regularly communicate with physicians of beneficiaries who are prescribed these medications unless the beneficiary refuses to consent to sign a 42 CFR part 2 compliant release of information for this purpose.

3) Evidenced Based Practices: Providers will implement at least two of the following evidenced based treatment practices (EBPs) based on the timeline established in the county implementation plan. The two EBPs are per provider per service modality. Counties will ensure the providers have implemented EBPs. The State will monitor the implementation of EBP's during reviews. The required EBP include:

a) Motivational Interviewing: A beneficiary-centered, empathic, but directive counseling strategy designed to explore and reduce a person's ambivalence toward treatment. This approach frequently includes other problem solving or solution-focused strategies that build on beneficiaries' past successes.

b) Cognitive-Behavioral Therapy: Based on the theory that most emotional and behavioral reactions are learned and that new ways of reacting and behaving can be learned.

c) Relapse Prevention: A behavioral self-control program that teaches individuals with substance addiction how to anticipate and cope with the potential for relapse. Relapse prevention can be used as a stand-alone substance use treatment program or as an aftercare program to sustain gains achieved during initial substance use treatment.

d) Trauma-Informed Treatment: Services must take into account an understanding of trauma, and place priority on trauma survivors' safety, choice and control.

e) Psycho-Education: Psycho-educational groups are designed to educate beneficiaries about substance abuse, and related behaviors and consequences. Psycho-educational groups provide information designed to have a direct application to beneficiaries' lives; to instill self-awareness, suggest options for growth and change, identify community resources that can assist beneficiaries in recovery, develop an understanding of the process of recover.



San Francisco Ethics Commission

25 Van Ness Avenue, Suite 220, San Francisco, CA 94102

Phone: 415.252.3100 . Fax: 415.252.3112

ethics.commission@sfgov.org . www.sfethics.org

Received On:

File #:

Bid/RFP #:

Notification of Contract Approval

SFEC Form 126(f)4

(S.F. Campaign and Governmental Conduct Code § 1.126(f)4)

A Public Document

Each City elective officer who approves a contract that has a total anticipated or actual value of \$100,000 or more must file this form with the Ethics Commission within five business days of approval by: (a) the City elective officer, (b) any board on which the City elective officer serves, or (c) the board of any state agency on which an appointee of the City elective officer serves. For more information, see: <https://sfethics.org/compliance/city-officers/contract-approval-city-officers>

1. FILING INFORMATION

TYPE OF FILING	DATE OF ORIGINAL FILING (for amendment only)
Original	
AMENDMENT DESCRIPTION – Explain reason for amendment	

2. CITY ELECTIVE OFFICE OR BOARD

OFFICE OR BOARD	NAME OF CITY ELECTIVE OFFICER
Board of Supervisors	Members

3. FILER'S CONTACT

NAME OF FILER'S CONTACT	TELEPHONE NUMBER
Legislative Clerks Division	415-554-5184
FULL DEPARTMENT NAME	EMAIL
Office of the Clerk of the Board	Board.of.Supervisors@sfgov.org

4. CONTRACTING DEPARTMENT CONTACT

NAME OF DEPARTMENTAL CONTACT	DEPARTMENT CONTACT TELEPHONE NUMBER
Kelly Hiramoto	415-255-3492
FULL DEPARTMENT NAME	DEPARTMENT CONTACT EMAIL
DPH Department of Public Health	kelly.hiramoto@sfdph.org

5. CONTRACTOR	
NAME OF CONTRACTOR Mount St. Joseph-St. Elizabeth	TELEPHONE NUMBER 415-351-4045
STREET ADDRESS (including City, State and Zip Code) 100 Masonic Avenue, San Francisco, CA 94118	EMAIL

6. CONTRACT		
DATE CONTRACT WAS APPROVED BY THE CITY ELECTIVE OFFICER(S)	ORIGINAL BID/RFP NUMBER	FILE NUMBER (If applicable)
DESCRIPTION OF AMOUNT OF CONTRACT Not to exceed \$20,541,061		
NATURE OF THE CONTRACT (Please describe) Provide behavioral health services, including residential services, to women, children, and families.		

7. COMMENTS

8. CONTRACT APPROVAL	
This contract was approved by:	
<input type="checkbox"/>	THE CITY ELECTIVE OFFICER(S) IDENTIFIED ON THIS FORM
<input checked="" type="checkbox"/>	A BOARD ON WHICH THE CITY ELECTIVE OFFICER(S) SERVES Board of Supervisors
<input type="checkbox"/>	THE BOARD OF A STATE AGENCY ON WHICH AN APPOINTEE OF THE CITY ELECTIVE OFFICER(S) IDENTIFIED ON THIS FORM SITS

9. AFFILIATES AND SUBCONTRACTORS

List the names of (A) members of the contractor's board of directors; (B) the contractor's principal officers, including chief executive officer, chief financial officer, chief operating officer, or other persons with similar titles; (C) any individual or entity who has an ownership interest of 10 percent or more in the contractor; and (D) any subcontractor listed in the bid or contract.

#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
1	Baez	Sister Marjory Ann	Board of Directors
2	Maclean	Brenda	Board of Directors
3	Vista	Sister Frances	Board of Directors
4	Ahn	Tina	Board of Directors
5	Chatmon	Larry	Board of Directors
6	Hernandez	Sister Trinitas	Board of Directors
7	Lindh	Frank	Board of Directors
8	Morales	Sister Estela	Board of Directors
9	Smith	Eugene	Board of Directors
10	Dunkel	Sister Betty Marie	Other Principal Officer
11	Tozlovan	Igor	CFO
12	Graham	Carla	Other Principal Officer
13	Perez	Dr. Linda	Other Principal Officer
14	Yang	Dr. Amy	Subcontractor
15	Kolenda	John	Subcontractor
16	Boyd	Alana	Other Principal Officer
17			
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9. AFFILIATES AND SUBCONTRACTORS

List the names of (A) members of the contractor’s board of directors; (B) the contractor’s principal officers, including chief executive officer, chief financial officer, chief operating officer, or other persons with similar titles; (C) any individual or entity who has an ownership interest of 10 percent or more in the contractor; and (D) any subcontractor listed in the bid or contract.

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Incomplete - Pending Signature

9. AFFILIATES AND SUBCONTRACTORS

List the names of (A) members of the contractor’s board of directors; (B) the contractor’s principal officers, including chief executive officer, chief financial officer, chief operating officer, or other persons with similar titles; (C) any individual or entity who has an ownership interest of 10 percent or more in the contractor; and (D) any subcontractor listed in the bid or contract.

#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
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<input type="checkbox"/>	Check this box if you need to include additional names. Please submit a separate form with complete information. Select "Supplemental" for filing type.		

10. VERIFICATION

I have used all reasonable diligence in preparing this statement. I have reviewed this statement and to the best of my knowledge the information I have provided here is true and complete.

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

<p>SIGNATURE OF CITY ELECTIVE OFFICER OR BOARD SECRETARY OR CLERK</p> <p>BOS Clerk of the Board</p>	<p>DATE SIGNED</p>
---	---------------------------



City and County of San Francisco
London N. Breed, Mayor

San Francisco Department of Public Health

Grant Colfax, MD
Director of Health

April 7, 2023

Angela Calvillo, Clerk of the Board
Board of Supervisors
1 Dr. Carlton B. Goodlett Place, Room 244
San Francisco, CA 94102-4689

Dear Ms. Calvillo:

Please find attached a proposed resolution for Board of Supervisors approval of an amendment to the agreement between the Department of Public Health and Mount St. Joseph-St. Elizabeth, in the amount of \$20,541,061.

This contract agreement requires Board of Supervisors approval under San Francisco Charter Section 9.118.

The following is a list of accompanying documents:

- Proposed Resolution
- Proposed Amendment 2
- Original Agreement and Amendment 1
- Form SFEC-126

For questions on this matter, please contact me at (415) 255-3492, kelly.hiramoto@sfdph.org.

Thank you for your time and consideration.

Sincerely,

Kelly Hiramoto

Kelly Hiramoto
Acting Supervisor
Office of Contracts Management and Compliance
DPH Business Office

cc: Dr. Grant Colfax, Director of Health
Greg Wagner, Chief Operating Officer
Michelle Ruggels, Director, DPH Business Office

The mission of the San Francisco Department of Public Health is to protect and promote the health of all San Franciscans.

We shall ~ Assess and research the health of the community ~ Develop and enforce health policy ~ Prevent disease and injury ~

~ Educate the public and train health care providers ~ Provide quality, comprehensive, culturally-proficient health services ~ Ensure equal access to all ~

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Member, Board of Supervisors
District 9



City and County of San Francisco

HILLARY RONEN

DATE: May 4, 2023

TO: Angela Calvillo
Clerk of the Board of Supervisors

FROM: Supervisor Hillary Ronen, Chair, Homelessness and Behavioral Health
Select Committee

RE: Homelessness and Behavioral Health Select Committee
COMMITTEE REPORT

A handwritten signature in cursive script, appearing to read "Hillary Ronen".

Pursuant to Board Rule 4.20, as Chair of Homelessness and Behavioral Health Committee, I have deemed the following matters of an urgent nature and request they be considered by the full Board on Tuesday, May 16, 2023, as Committee Reports:

1. **230406** Contract Amendment - Mount St. Joseph-St. Elizabeth - Behavioral Health Services - Not to Exceed \$20,541,061
2. **230433** Agreement - Retroactive - San Francisco Unified School District - Special Education Services - Anticipated Revenue to the City of \$1,000,000 or More

This matter will be heard in the Homelessness and Behavioral Health Select Committee at a Regular Meeting on Thursday, May 12, 2023, at 10:00 a.m.