

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

First Amendment

THIS AMENDMENT (this “Amendment”) is made as of January 1, 2022, in San Francisco, California, by and between **A Better Way** (“Contractor”), and the City and County of San Francisco, a municipal corporation (“City”), acting by and through its Director of the Office of Contract Administration.

Recitals

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

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

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

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

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

Article 1 Definitions

The following definitions shall apply to this Amendment:

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

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

Article 2 Modifications to the Agreement

The Agreement is hereby modified as follows:

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

1.10 “Confidential Information” means confidential City information including, but not limited to, personally-identifiable information (“PII”), protected health information (“PHI”), or individual financial information (collectively, “Proprietary or Confidential Information”) that is subject to local, state or federal laws restricting the use and disclosure of such information, including, but not limited to, Article 1, Section 1 of the California Constitution; the California Information Practices Act (Civil Code § 1798 et seq.); the California Confidentiality of Medical Information Act (Civil Code § 56 et seq.); the federal Gramm-Leach-Bliley Act (15 U.S.C. §§ 6801(b) and 6805(b)(2)); the privacy and information security aspects of the Administrative Simplification provisions of the federal Health Insurance Portability and Accountability Act (45 CFR Part 160 and Subparts A, C, and E of part 164); and San Francisco Administrative Code Chapter 12M (Chapter 12M).

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

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

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

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

2.3 Compensation. *Section 3.3 Compensation currently reads as follows:*

3.3 Compensation.

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

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

ARTICLE 3 FINANCIAL MATTERS

3.3 Compensation

3.3.1 Calculation of Charges

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

2.4 Payment Limited to Satisfactory Services and Delivery of Goods. *The following is hereby added to Article 3 of the Agreement, replacing the previous Section 3.3.2 in its entirety.*

3.3.2 Payment Limited to Satisfactory Services and Delivery of Goods. Contractor is not entitled to any payments from City until City approves the goods and/or Services delivered pursuant to this Agreement. Payments to Contractor by City shall not excuse Contractor from its obligation to replace unsatisfactory delivery of goods and/or Services even if the unsatisfactory character may not have been apparent or detected at the time such payment was made. Goods and/or Services delivered pursuant to this Agreement that do not conform to the requirements of this Agreement may be rejected by City and in such case must be replaced by Contractor without delay at no cost to the City

2.5 Withhold Payments. *The following is hereby added to Article 3 of the Agreement, replacing the previous Section 3.3.3 in its entirety.*

3.3.3 Withhold Payments. If Contractor fails to provide goods and/or Services in accordance with Contractor's obligations under this Agreement, the City may withhold any and all payments due Contractor until

such failure to perform is cured, and Contractor shall not stop work as a result of City's withholding of payments as provided herein.

2.6 Invoice Format. *The following is hereby added to Article 3 of the Agreement, replacing the previous Section 3.3.4 in its entirety.*

3.3.4 Invoice Format. Invoices furnished by Contractor under this Agreement must be in a form acceptable to the Controller and City and include a unique invoice number and a specific invoice date. Payment shall be made by City as specified in Section 3.3.6, or in such alternate manner as the Parties have mutually agreed upon in writing. All invoices must show the PeopleSoft Purchase Order ID Number, PeopleSoft Supplier Name and ID, Item numbers (if applicable), complete description of goods delivered or Services performed, sales/use tax (if applicable), contract payment terms and contract price. Invoices that do not include all required information or contain inaccurate information will not be processed for payment.

2.7 LBE Payment and Utilization Tracking System. *The following is hereby added to Article 3 of the Agreement, replacing the previous Section 3.3.5 in its entirety.*

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

2.8 Getting Paid by the City for Goods and/or Services. *The following is hereby added to Article 3 of the Agreement, replacing the previous Section 3.3.6 in its entirety.*

3.3.6 Getting paid by the City for Goods and/or Services.

(a) The City and County of San Francisco utilizes the Paymode-X[®] service offered by Bank of America Merrill Lynch to pay City contractors. Contractor must sign up to receive electronic payments to be paid under this Agreement. To sign up for electronic payments, visit http://portal.paymode.com/city_countyofsanfrancisco.

(b) At the option of the City, Contractor may be required to submit invoices directly in the City's financial and procurement system (PeopleSoft) via eSettlement. Refer to <https://sfcitypartner.sfgov.org/pages/training.aspx> for more information on eSettlement. For access to PeopleSoft eSettlement, submit a request through sfemployeeportalsupport@sfgov.org.

2.9 Payment Terms. Payment Due Date. *The following is hereby added to Article 3.3.8 of the Agreement:*

3.3.8 Payment Terms. Payment Due Date: Unless City notifies the Contractor that a dispute exists, Payment shall be made within 30 calendar days, measured from (1) the delivery of goods and/or the rendering of services or (2) the date of receipt of the invoice, whichever is later. Payment is deemed to be made on the date on which City has issued a check to Contractor or, if Contractor has agreed to electronic payment, the date on which City has posted electronic payment to Contractor.

2.10 Audit and Inspection of Records. *The following is hereby added to Article 3 of the Agreement, replacing the previous Section 3.4 in its entirety.*

3.4 Audit and Inspection of Records.

3.4.1 Contractor agrees to maintain and make available to the City, during regular business hours, accurate books and accounting records relating to its Services. Contractor will permit City to audit, examine and make excerpts and transcripts from such books and records, and to make audits of all invoices, materials, payrolls, records or personnel and other data related to all other matters covered by this Agreement, whether funded in whole or in part under this Agreement. Contractor shall maintain such data and records in an accessible location

and condition for a period of not fewer than five years, unless required for a longer duration due to Federal, State, or local requirements of which the City will notify contractor in writing, after final payment under this Agreement or until after final audit has been resolved, whichever is later. The State of California or any Federal agency having an interest in the subject matter of this Agreement shall have the same rights as conferred upon City by this Section. Contractor shall include the same audit and inspection rights and record retention requirements in all subcontracts.

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

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

3.4.3 The Director of Public Health or his / her designee may approve a waiver of the audit requirement in Section 3.4.1 above, if the contractual Services are of a consulting or personal services nature, these Services are paid for through fee for service terms which limit the City's risk with such contracts, and it is determined that the work associated with the audit would produce undue burdens or costs and would provide minimal benefits. A written request for a waiver must be submitted to the DIRECTOR ninety (90) calendar days before the end of the Agreement term or Contractor's fiscal year, whichever comes first.

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

2.11 Contract Amendments; Budgeting Revisions. *The following is hereby added to Article 3.7 of the Agreement:*

3.7 Contract Amendments; Budgeting Revisions.

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

3.7.2 City Revisions to Program Budgets: The City shall have authority, without the execution of a Formal Amendment, to purchase additional Services and/or make changes to the work in accordance with the terms of this Agreement (including such terms that require Contractor's agreement), not involving an increase in the Compensation or the Term by use of a written City Program Budget Revision.

3.7.3 City Program Scope Reduction. Given the local emergency, the pandemic, and the City's resulting budgetary position, and in order to preserve the Agreement and enable Contractor to continue to perform work albeit potentially on a reduced basis, the City shall have authority during the Term of the Agreement, without the execution of a Formal Amendment, to reduce scope, temporarily suspend the Agreement work, and/or convert the Term to month-to-month (Program Scope Reduction), by use of a written Revision to Program Budgets, executed by the Director of Health, or his or her designee, and Contractor. Contractor

understands and agrees that the City's right to effect a Program Scope Reduction is intended to serve a public purpose and to protect the public fisc and is not intended to cause harm to or penalize Contractor. Contractor provides City with a full and final release of all claims arising from a Program Scope Reduction. Contractor further agrees that it will not sue the City for damages arising directly or indirectly from a City Program Scope Reduction

2.10 Qualified Personnel: *The following is hereby added to Article 4 of the Agreement, replacing the previous 4.2 in its entirety:*

4.2. Qualified Personnel

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

4.2.2 Contractor Vaccination Policy.

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

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

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

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

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

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

2.11 Subcontracting. The following is hereby added to Article 4 of the Agreement, replacing the previous Section 4.3 in its entirety.

4.3 Subcontracting.

4.3.1 Contractor may subcontract portions of the Services only upon prior written approval of City. Contractor is responsible for its subcontractors throughout the course of the work required to perform the

Services. All Subcontracts must incorporate the terms of Article 10 “Additional Requirements Incorporated by Reference” of this Agreement, unless inapplicable. Neither Party shall, on the basis of this Agreement, contract on behalf of, or in the name of, the other Party. Any agreement made in violation of this provision shall be null and void.

4.3.2 Subcontractors named in Appendix B

2.12 Assignment. The following is hereby added to Article 4 of the Agreement, replacing the previous Section 4.5 in its entirety.

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

2.13 Insurance. *The following is hereby added to Article 5 of the Agreement, replacing the previous Section 5.1 in its entirety.*

5.1 Insurance

5.1.1 Required Coverages. Insurance limits are subject to Risk Management review and revision, as appropriate, as conditions warrant. Without in any way limiting Contractor’s liability pursuant to the “Indemnification” section of this Agreement, Contractor must maintain in force, during the full term of the Agreement, insurance in the following amounts and coverages:

- (a) Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations. Policy must include Abuse and Molestation Coverage.
- (b) Commercial Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence, “Combined Single Limit” for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.
- (c) Workers’ Compensation Insurance, in statutory amounts, with Employers’ Liability Limits not less than \$1,000,000 each accident, injury, or illness.
- (d) Professional Liability Insurance, applicable to Contractor’s profession, with limits not less than \$1,000,000 for each claim with respect to negligent acts, errors or omissions in connection with the Services.
- (e) Reserved. (Technology Errors and Omissions Coverage).
- (f) Cyber and Privacy Insurance with limits of not less than \$1,000,000 per claim. Such insurance shall include coverage for liability arising from theft, dissemination, and/or use of confidential information, including but not limited to, bank and credit card account information or personal information, such as name, address, social security numbers, protected health information or other personally identifying information, stored or transmitted in any form.
- (g) Reserved. (Pollution Liability Insurance).

(h) Blanket Fidelity Bond or Crime Policy with limits of in the amount of any Initial Payment included under this Agreement covering employee theft of money written with a per loss limit.

5.1.2 Additional Insured Endorsements

(a) The Commercial General Liability policy must be endorsed to name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees.

(b) The Commercial Automobile Liability Insurance policy must be endorsed to name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees.

(c) Reserved. Pollution Auto Liability Insurance Additional Insured Endorsement

5.1.3 Waiver of Subrogation Endorsements

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

5.1.4 Primary Insurance Endorsements

(a) The Commercial General Liability policy shall provide that such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that the insurance applies separately to each insured against whom claim is made or suit is brought.

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

(c) Reserved. (Pollution Liability Insurance Primary Insured Endorsement). policy shall provide that such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that the insurance applies separately to each insured against whom claim is made or suit is brought.

5.1.5 Other Insurance Requirements

(a) Thirty (30) days' advance written notice shall be provided to the City of cancellation, intended non-renewal, or reduction in coverages, except for non-payment for which no less than ten (10) days' notice shall be provided to City. Notices shall be sent to the City email address: **insurance-contractsrms410@sfdph.org**.

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

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

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

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

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

2.14 Indemnification. *The following is hereby added to Article 5 of the Agreement, replacing the previous Section 5.2 in its entirety:*

5.2 Indemnification.

5.2.1 Contractor shall indemnify and hold harmless City and its officers, agents and employees from, and, if requested, shall defend them from and against any and all claims, demands, losses, damages, costs, expenses, and liability (legal, contractual, or otherwise) arising from or in any way connected with any: (i) injury to or death of a person, including employees of City or Contractor; (ii) loss of or damage to property; (iii) violation of local, state, or federal common law, statute or regulation, including but not limited to privacy or personally identifiable information, health information, disability and labor laws or regulations; (iv) strict liability imposed by any law or regulation; or (v) losses arising from Contractor's execution of subcontracts not in accordance with the requirements of this Agreement applicable to subcontractors; so long as such injury, violation, loss, or strict liability (as set forth in subsections (i) – (v) above) arises directly or indirectly from Contractor's performance of this Agreement, including, but not limited to, Contractor's use of facilities or equipment provided by City or others, regardless of the negligence of, and regardless of whether liability without fault is imposed or sought to be imposed on City, except to the extent that such indemnity is void or otherwise unenforceable under applicable law, and except where such loss, damage, injury, liability or claim is the result of the active negligence or willful misconduct of City and is not contributed to by any act of, or by any omission to perform some duty imposed by law or agreement on Contractor, its subcontractors, or either's agent or employee. Contractor shall also indemnify, defend and hold City harmless from all suits or claims or administrative proceedings for breaches of federal and/or state law regarding the privacy of health information, electronic records or related topics, arising directly or indirectly from Contractor's performance of this Agreement. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs and City's costs of investigating any claims against the City.

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

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

2.15 Contractor to Pay Taxes. *The following is hereby added to Article 7 of the Agreement, replacing the previous Section 7.1 in its entirety:*

7.1 Contractor to Pay All Taxes. Except for any applicable California sales and use taxes charged by Contractor to City, Contractor shall pay all taxes, including possessory interest taxes levied upon or as a result of this Agreement, or the Services delivered pursuant hereto. Contractor shall remit to the State of California any sales or use taxes paid by City to Contractor under this Agreement. Contractor agrees to promptly provide information requested by the City to verify Contractor’s compliance with any State requirements for reporting sales and use tax paid by City under this Agreement.

2.16 Possessory Interest Taxes. *The following is hereby added to Article 7 of the Agreement, replacing the previous Section 7.2 in its entirety:*

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

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

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

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

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

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

7.3 Withholding

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

2.18 Termination and Default, REMEDIES *The following is hereby added to Article 8 of the Agreement, replacing the previous Section 8.2 in its entirety:*

8.2 Termination for Default; Remedies.

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

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

3.5	Submitting False Claims.	10.10	Alcohol and Drug-Free Workplace
4.5	Assignment	10.13	Working with Minors
Article 5	Insurance and Indemnity	11.10	Compliance with Laws
Article 7	Payment of Taxes	Article 13	Data and Security

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

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

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

8.2.3 On and after any Event of Default, City shall have the right to exercise its legal and equitable remedies, including, without limitation, the right to terminate this Agreement or to seek specific performance of all or any part of this Agreement. In addition, in accordance with San Francisco Administrative Code Section 21.33 (Procedure Upon Contractor's Failure to Deliver) where applicable, City shall have the right (but no obligation) to cure (or cause to be cured) on behalf of Contractor any Event of Default; Contractor shall pay to City on demand all costs and expenses incurred by City in effecting such cure, with interest thereon from the date of incurrence at the maximum rate then permitted by law. Further, in accordance with San Francisco Administrative Code Section 10.27.1 (Controller may Offset), City shall have the right to offset from any amounts due to Contractor under this Agreement or any other agreement between City and Contractor: (i) all damages, losses, costs or expenses incurred by City as a result of an Event of Default; and (ii) any liquidated damages levied upon Contractor pursuant to the terms of this Agreement; and (iii), any damages imposed by any ordinance or statute that is incorporated into this Agreement by reference, or into any other agreement with the City. This Section 8.2.3 shall survive termination of this Agreement.

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

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

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

8.4 Rights and Duties upon Termination or Expiration.

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

3.3.2	Payment Limited to Satisfactory Services	9.1	Ownership of Results
3.3.7(a)	Grant Funded Contracts - Disallowance	9.2	Works for Hire
3.4	Audit and Inspection of Records	11.6	Dispute Resolution Procedure
3.5	Submitting False Claims	11.7	Agreement Made in California; Venue
Article 5	Insurance and Indemnity	11.8	Construction
6.1	Liability of City	11.9	Entire Agreement
6.3	Liability for Incidental and Consequential Damages	11.10	Compliance with Laws
Article 7	Payment of Taxes	11.11	Severability
8.1.6	Payment Obligation	Article 13	Data and Security
		Appendix E	Business Associate Agreement

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

2.20 Consideration of Salary History. *The following is hereby added to Article 10 of the Agreement, replacing the previous Section 10.4 in its entirety:*

10.4 Consideration of Salary History.

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

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

10.7 Minimum Compensation Ordinance.

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

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

10.8 Health Care Accountability Ordinance.

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

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

10.11 Limitations on Contributions

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

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

10.17 Distribution of Beverages and Water.

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

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

2.25 Notice to the Parties. *The following is hereby added to Article 11 of the Agreement, replacing the previous Section 11.1 in its entirety:*

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

To CITY:	Office of Contract Management and Compliance Department of Public Health 1380 Howard Street San Francisco, California 94103	FAX: (415) 252-3088 e-mail: David.Folmar@sfdph.org
And:	VALERIE WILKINS CONTRACT DEVELOPMENT AND TECHNICAL ASSISTANCE (CDTA) 1380 HOWARD STREET, 5 TH FLOOR SAN FRANCISCO, CA 94103	FAX: (415) 252-3031 e-mail: VALERIE.WILKINS@sfdph.org
To CONTRACTOR:	A BETTER WAY 3200 ADELINE STREET BERKELEY, CA 94703	FAX: (510) 207-8825 e-mail: DCHANNER@abetterwayinc.net

2.26 Incorporation of Recitals. *The following is hereby added to Article 11 of the Agreement, replacing the previous Section 11.3 in its entirety*

11.3 Incorporation of Recitals.

The matters recited above are hereby incorporated into and made part of this Agreement.

2.27 Order of Precedence. *The following is hereby added to Article 11 of the Agreement, replacing the previous Section 11.13 in its entirety*

11.13 Order of Precedence.

Contractor agrees to perform the services described below in accordance with the terms and conditions of this Agreement, implementing task orders, the RFP, and Contractor's proposal dated April 24, 2017. The RFP and Contractor's proposal are incorporated by reference as though fully set forth herein. Should there be a conflict of terms or conditions, this Agreement and any implementing task orders shall control over the RFP and the Contractor's proposal. If the Appendices to this Agreement include any standard printed terms from the Contractor, Contractor agrees that in the event of discrepancy, inconsistency, gap, ambiguity, or conflicting language between the City's terms and Contractor's printed terms attached, the City's terms shall take precedence,

followed by the procurement issued by the department, Contractor's proposal, and Contractor's printed terms, respectively.

2.28 Notification of Legal Requests. *The following is hereby added to Article 11 of the Agreement:*

11.14 Notification of Legal Requests.

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

2.29 Certification Regarding Lobbying. *The following is hereby added to Article 12 of the Agreement, replacing the previous Section 12.2 in its entirety*

12.2 Certification Regarding Lobbying.

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

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

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

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

2.30 Exclusion Lists and Employee Verification. *The following is hereby added to Article 12.5 of the Agreement.*

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

2.31 Nondisclosure of Private, Proprietary or Confidential Information. The following is hereby added to Article 13 of the Agreement, replacing the previous 13.1 in its entirety.

13.1 Nondisclosure of Private, Proprietary or Confidential Information.

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

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

2.32 Management of City Data and Confidential Information: *The following is hereby added to Article 13 of the Agreement:*

13.4 Management of City Data and Confidential Information.

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

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

2.33 Ownership of City Data. *The following is hereby added to Article 13 of the Agreement:*

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

2.34 Protected Health Information: *The following is hereby added to Article 13 of the Agreement:*

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

2.35 Appendix A dated 07/01/21 (i.e. July 1, 2021) is hereby added to the Agreement for 2021-22.

2.36 Appendix B dated 07/01/21 (i.e. July 1, 2021) is hereby added to the Agreement for 2021-22.

2.37 Appendix F, Invoices, dated 07/01/21 (i.e. July 1, 2021) are hereby added to the Agreement for 2021-22.

2.38 Appendix G, Dispute Resolution, dated 07/01/18 (i.e. July 1, 2018) is hereby deleted and Appendix G, Dispute Resolution, dated 07/01/21 (i.e. July 1, 2021) is hereby added to the Agreement for 2021-22.

2.39 Appendix J, Data Access Sharing Terms, dated 07/01/21 (i.e. July 1, 2021) is hereby added to the Agreement for 2021-22.

Article 3 Effective Date

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

Article 4 Legal Effect

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

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

CITY

CONTRACTOR

Recommended by:

A Better Way

DocuSigned by:
Greg Wagner
28527524752949F...
6/27/2022 | 11:38 AM PDT
Grant Colfax
Director of Health
Department of Public Health

DocuSigned by:
David Channer
5824B87A715E49A...
6/27/2022 | 8:47 AM PDT
David Channer, LCSW
President and Chief Executive Officer
3200 Adeline Street
Berkeley, CA 94703

Approved as to Form:

City Supplier ID:
0000026510

David Chiu
City Attorney

By: DocuSigned by:
Henry Lifton
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6/27/2022 | 10:37 AM PDT
Henry Lifton
Deputy City Attorney

Approved:

DocuSigned by:
Taranek Moayed
9AEA44694D514E7...
6/27/2022 | 4:35 PM PDT
Sailaja Kurella
Director, Office of Contract Administration, and
Purchaser

Appendix A

Scope of Services – DPH Behavioral Health Services

1. Terms

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

2. Description of Services

3. Services Provided by Attorneys

1. Terms

A. Contract Administrator:

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

B. Reports:

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

C. Evaluation:

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

D. Possession of Licenses/Permits:

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

E. Adequate Resources:

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

F. Admission Policy:

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

G. San Francisco Residents Only:

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

H. Grievance Procedure:

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

I. Infection Control, Health and Safety:

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

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

(3) Contractor must demonstrate personnel policies/procedures for Tuberculosis (TB) exposure control consistent with the Centers for Disease Control and Prevention (CDC) recommendations for

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

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

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

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

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

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

J. Aerosol Transmissible Disease Program, Health and Safety:

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

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

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

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

K. Acknowledgment of Funding:

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

L. Client Fees and Third Party Revenue:

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

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

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

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

N. Patients' Rights:

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

O. Under-Utilization Reports:

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

P. Quality Improvement:

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

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

Q. Working Trial Balance with Year-End Cost Report

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

R. Harm Reduction

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

S. Compliance with Behavioral Health Services Policies and Procedures

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

T. Fire Clearance

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

U. Clinics to Remain Open:

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

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

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

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

V. Compliance with Grant Award Notices:

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

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

2. Description of Services

Contractor agrees to perform the following Services:

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

Detailed description of services are listed below and are attached hereto

Appendix A-1 – Outpatient Mental Health Program

A-2 Early Childhood Mental Health Services Program (Outpatient 0-5)
A-3 ?? TVS

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

Contractor Name: A Better Way	Appendix A- 1
Program Name: Out Patient Services	Contract Term: 07/01/21 – 06/30/22
	Funding Source: SDMC FFP CYF, PSR-EPSDT 2011, MH CYF General Funds

1. Identifiers:

Program Name: A Better Way (July 2021 – June 2022)
Outpatient Mental Health Program

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

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

Executive Director: David Channer
Chief Program Officer: Warner Graham
Program Director: Julie Barr
Telephone: 510-601-0203
Email Addresses: dchanner@abetterwayinc.net
WGraham@abetterwayinc.net
JBarr@abetterwayinc.net

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

2. Nature of Document:

Original Contract Amendment One

- 3. Goal Statement:** To provide behavioral health services to all ethnicities and populations in San Francisco with a special focus on helping to ameliorate the emotional and behavioral issues for children ages birth to 21 years within a system of care, which helps assure client permanency, safety, and well-being.
- 4. Target Population:** This program is designed to meet the unique needs of children from birth to 21 years with an open case with the San Francisco County Human Services Agency and their families, and who have full scope San Francisco County Medi-Cal coverage. Children birth to 18 years will be admitted into the program. Children may receive services until age 21 years.

5. Modality(s)/Intervention(s)

See Appendix B - DPH 2: Department of Public Health Cost Reporting/Data Collection (CRDC) – Section B-1

Contractor Name: A Better Way	Appendix A- 1
Program Name: Out Patient Services	Contract Term: 07/01/21 – 06/30/22
	Funding Source: SDMC FFP CYF, PSR-EPSDT 2011, MH CYF General Funds

6. Methodology:

Direct Client Services:

A. Outreach, recruitment, promotion, and advertisement:

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

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

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

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

C. Service delivery model

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

Phases of Treatment:

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

Contractor Name: A Better Way	Appendix A- 1
Program Name: Out Patient Services	Contract Term: 07/01/21 – 06/30/22
	Funding Source: SDMC FFP CYF, PSR-EPSDT 2011, MH CYF General Funds

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

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

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

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

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

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

D. Discharge Planning and exit criteria and process

Exit criteria: There is no specific criterion needed for clients to be discharged. However, termination of services will take place if there is lack of medical necessity (e.g. through successful completion of treatment goals and amelioration of emotional and behavioral issues) or if eligibility criteria are no longer in place (e.g. child placed out of county with discontinuation of San Francisco County full-scope coverage: case with Human Services Agency closes and there is no clear significant clinical need for ongoing services).

Contractor Name: A Better Way	Appendix A- 1
Program Name: Out Patient Services	Contract Term: 07/01/21 – 06/30/22
	Funding Source: SDMC FFP CYF, PSR-EPSDT 2011, MH CYF General Funds

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

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

7. **Objectives and Measurements:** All objectives and corresponding measurements are contained in the CBHS document entitled *CBHS Performance Objectives FY 21-22*.

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

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

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

- All providers are carefully trained in Medi-Cal documentation standards
- Our Electronic Health Records (Avatar and Exym) help reduce errors in entries
- Provider documentation is reviewed by a supervisor upon completion
- Our Quality Assurance conducts compliance reviews for all charts at the following intervals: 60 days post episode opening; semi-annual (6-8 months) post episode opening; annual post episode opening; after the first year at 3- or 6-month intervals, at discharge.

Contractor Name: A Better Way	Appendix A- 1
Program Name: Out Patient Services	Contract Term: 07/01/21 – 06/30/22
	Funding Source: SDMC FFP CYF, PSR-EPSDT 2011, MH CYF General Funds

- All charts are reviewed for clinical review outside of weekly clinical supervision at least twice time during the first year, then at 3- or 6-month intervals after the first year.
- Feedback and corrections from all chart reviews are shared with supervisors and clinicians to assure continuous quality improvement
- Reports on timeliness of notes are generated monthly and distributed to supervisors to share with supervisees.

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

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

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

9. Required Language: N/A

Contractor Name: A Better Way	Appendix A-2
Program Name: Outpatient 0-5	Contract Term: 07/01/21-06/30/22
	Funding Source: SDMC FFP CYF, PSR-EPSDT 2011, MH CYF General Funds

1. Identifiers:

Program Name: A Better Way (July 2021 – June 2022)
Early Childhood Mental Health Program

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

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

Executive Director: David Channer
Chief Program Officer: Warner Graham
Program Director: Julie Barr
Telephone: 510-601-0203
Email Addresses: dchanner@abetterwayinc.net
WGraham@abetterwayinc.net
JBarr@abetterwayinc.net

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

2. Nature of Document:

Original/Renewal Amendment One

3. Goal Statement: Provide Behavioral health services to all ethnicities and populations, with a special focus, to help ameliorate emotional and behavioral symptoms and enhance the overall social-emotional and developmental functioning of children ages birth to 5 within a system of care. Our services aim to prevent severe and long-term consequences of emotional and behavioral problems

4. Target Population:

Services are specifically designed to address the unique needs of San Francisco County children ages birth to 5 years with full scope Medi-Cal who have been identified as having or at imminent risk for having emotional or behavioral disturbances.

5. Modality(s)/Intervention(s)

Contractor Name: A Better Way	Appendix A-2
Program Name: Outpatient 0-5	Contract Term: 07/01/21-06/30/22
	Funding Source: SDMC FFP CYF, PSR-EPSDT 2011, MH CYF General Funds

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

6. Methodology:

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

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

A. Outreach, recruitment, promotion, and advertisement

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

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

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

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

C. Service delivery model

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

PHSAes of Treatment

- Engagement PHSAe: Clients and families will engage in a 60 day EPSDST and medical necessity assessment through clinical interview, behavioral observations, and any indicated

Contractor Name: A Better Way	Appendix A-2
Program Name: Outpatient 0-5	Contract Term: 07/01/21-06/30/22
	Funding Source: SDMC FFP CYF, PSR-EPSDT 2011, MH CYF General Funds

standardized assessment tools (including CANS, Ages and Stages Questionnaire). During the 60 day period, clinicians will work with the client and family to obtain information, build rapport, and establish medical necessity. During the initial 60 day assessment period, the clinician will also work with the client and family to create agreed upon treatment plan goals and objectives.

- **Service Delivery PHSAe:** Based on CANS assessment and clinical formulation, treatment providers will provide services including, but not limited to infant-caregiver/parent therapy, family collateral sessions, parental collateral, case management and plan development. Ongoing collaboration with members of the child’s support team (e.g. family members, child care providers) will take place to develop strengthen caregivers’ natural support system to enhance stability of care giving environment.

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

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

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

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

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

D. Discharge Planning and exit criteria and process

Exit Criteria: There is no specific exit criteria needed in order for clients to be discharged. However, termination of services will take place if there is a lack of medical necessity (e.g. through successful completion of treatment goals and amelioration of mental health) or if eligibility criteria are no longer in place (e.g. discontinuation of San Francisco County full-scope Medi-Cal coverage).

Contractor Name: A Better Way	Appendix A-2
Program Name: Outpatient 0-5	Contract Term: 07/01/21-06/30/22
	Funding Source: SDMC FFP CYF, PSR-EPSDT 2011, MH CYF General Funds

Process: During the 12-month initial authorization period, the treatment team will collaborate with family and support team to determine treatment goals. Once treatment goals have been successfully completed and medical necessity is no longer met, termination will take place. After the initial authorization period, treatment will continue and be reauthorized on 3-to 6-month cycles depending on clinical need. During the reauthorization cycles, once medical necessity is no longer met to amelioration of emotional and behavioral issues, termination will also take place.

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

7. **Objectives and Measurements:** All objective and corresponding measurements are contained in the CBHS document *entitled CBHS Performance Objectives FY 21-22*

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

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

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

- All providers are carefully trained in Medi-Cal documentation standards
- Our Electronic Health Records (Avatar and Exym) help reduce errors in entries
- Providers documentation is reviewed by a supervisor upon completion
- Our Quality Assurance staff conduct compliance reviews for all charts at the following intervals: 60 days post episode opening; semi-annual (6-8 months post episode opening); annual post episode opening; after the first year at 3-or 6- month intervals, at discharge.
- All charts receive a clinical review outside of weekly supervision at least one time during the first year, then at 3- or 6- month intervals after the first year

Contractor Name: A Better Way	Appendix A-2
Program Name: Outpatient 0-5	Contract Term: 07/01/21-06/30/22
	Funding Source: SDMC FFP CYF, PSR-EPSDT 2011, MH CYF General Funds

- Feedback and corrections from all internal reviews are shared with supervisors and clinicians to assure continuous quality improvement
- Reports on timeliness of notes are generated monthly and distributed to supervisors to share with supervisees.

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

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

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

9. Required Language: N/A

Contractor Name: A Better Way	Appendix A- 3
Program Name: Therapeutic Visitation Services Program	Contract Term: 07/1/21– 06/30/22
	Funding Source: SDMC FFP CYF, PSR-EPSDT 2011, MH WO HSA GF Match, MH WO HSA CH CWS, MH CYF General Funds

1. Identifiers:

Program Name: **A Better Way (July 2021 – June 2022)**

Therapeutic Visitation Program

Program Address: 2017 Mission Street, 2nd Floor

City, State, ZIP: San Francisco, CA 94110

Telephone/FAX: 415-710-1050/415-715-1051

Website Address: www.abetterwayinc.net

Contractor Address: 3200 Adeline Street

City, State, ZIP: Berkeley, CA 94703

Executive Director: David Channer

Chief Program Officer: Warner Graham

Program Director: Julie Barr

Telephone: 510-601-0203

Email Addresses: dchanneri@abetterwayinc.net

WGraham@abetterwayinc.net

JBarr@abetterwayinc.net

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

2. Nature of Document:

Original/Renewal Amendment One

3. Goal Statement:

The goal of this program is to increase the protective capacities within families of all ethnicities and populations, with a special focus on children/youth attempting to reunify following removal by Child Protective Services.

4. Target Population:

The program provides behavioral health services serves with a special emphasis on full scope Medi-Cal San Francisco County children ages birth to eighteen who have behavioral health needs and been removed from their parents by Children Protective Services and are attempting to reunify.

5. Modality(s)/Intervention(s)

See Appendix B - DPH 2: Department of Public Health Cost Reporting/Data Collection (CRDC) – Section B-3

Contractor Name: A Better Way	Appendix A- 3
Program Name: Therapeutic Visitation Services Program	Contract Term: 07/1/21– 06/30/22
	Funding Source: SDMC FFP CYF, PSR-EPSDT 2011, MH WO HSA GF Match, MH WO HSA CH CWS, MH CYF General Funds

6. Methodology:

Direct Client Services:

A. Outreach, recruitment, promotion, and advertisement:

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

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

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

Process: Protective Social Workers (PSW) from HSA refers children and their families to FCMH who in turn refer eligible clients for therapeutic visitation services. Once we receive the complete referral paperwork packet and court orders clarifying consenting rights from FCMH, we connect with the PSW and family to begin our services.

C. Service delivery model:

Treatment Modalities: Within an overarching relationship-based framework, we utilize Evidence Based Practices (EBPs) and Outcome Informed Practices as indicated by client need. Interventions include: Safety Organized Practice; Child Parent Psychotherapy; Attachment, Regulation, and Competencies; Neurosequential Model of Therapeutics; and evidence-based elements from these and other EBPs that will help parents to increase their protective capacity for their child.

Phase of Treatment:

Engagement Phase

Clients and families will engage in a 60 day EPSDT and medical necessity assessment through clinical interviews, behavioral observations, and indicated standardized assessment tools (including CANS). During the 60 day period, clinicians will work with the client and family to obtain information, build rapport, and establish medical necessity. During the initial 60 day assessment period, the clinician will also work with the client and family to create agreed upon treatment plan goals and objectives. Clinicians will work with

Contractor Name: A Better Way	Appendix A- 3
Program Name: Therapeutic Visitation Services Program	Contract Term: 07/1/21– 06/30/22
	Funding Source: SDMC FFP CYF, PSR-EPSDT 2011, MH WO HSA GF Match, MH WO HSA CH CWS, MH CYF General Funds

Protective Social Workers (PSW) to gather information on safety concerns and permanency planning issues that may be relevant to the mental health needs of the client/

Contractor Name: A Better Way	Appendix A- 3
Program Name: Therapeutic Visitation Services Program	Contract Term: 07/1/21– 06/30/22
	Funding Source: SDMC FFP CYF, PSR-EPSDT 2011, MH WO HSA GF Match, MH WO HSA CH CWS, MH CYF General Funds

Service Delivery Phase

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

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

Hours of Operation:

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

Length of Stay:

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

Locations of Services Delivery:

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

Frequency and Duration of Services:

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

Strategies for Service Delivery:

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

Contractor Name: A Better Way	Appendix A- 3
Program Name: Therapeutic Visitation Services Program	Contract Term: 07/1/21– 06/30/22
	Funding Source: SDMC FFP CYF, PSR-EPSDT 2011, MH WO HSA GF Match, MH WO HSA CH CWS, MH CYF General Funds

D. Discharge planning and exit criteria and process:

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

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

E. Program staffing

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

7. Objectives and Measurements:

All objective and corresponding measurements are contained in the CBHS document *entitled CBHS Performance Objectives FY 21-22*

8. Continuous Quality Improvement:

Our program's CQI activities include the following:

Achievement of contract performance objective and productivity: A Better Way monitors contract utilization and productivity in an ongoing manner. We have dashboards to help managers track contract fulfillment by comparing projected serviced to actual services on a weekly, monthly, and 'year-to-date' basis. We also have additional tools to help service providers and supervisors to adjust a provider's time-management and caseload as needed. Our productivity projections are carefully calibrated to account for

Contractor Name: A Better Way	Appendix A- 3
Program Name: Therapeutic Visitation Services Program	Contract Term: 07/1/21– 06/30/22
	Funding Source: SDMC FFP CYF, PSR-EPSDT 2011, MH WO HSA GF Match, MH WO HSA CH CWS, MH CYF General Funds

fluctuations caused by predictable factors such as the number of workdays in each month and summer/winter vacations/holidays. Productivity standards are clarified to all service providers and are managed as an ongoing part of supervision.

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

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

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

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

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

Contractor Name: A Better Way	Appendix A- 3
Program Name: Therapeutic Visitation Services Program	Contract Term: 07/1/21– 06/30/22
	Funding Source: SDMC FFP CYF, PSR-EPSDT 2011, MH WO HSA GF Match, MH WO HSA CH CWS, MH CYF General Funds

9. Required Language: N/A

Appendix B Calculation of Charges

1. Method of Payment

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

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

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

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

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

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

B. Final Closing Invoice

(1) Fee For Service Reimbursement:

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

(2) Cost Reimbursement:

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

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

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

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

2. Program Budgets and Final Invoice

A. Program are listed below:

Budget Summary

Appendix B-1 – Outpatient Mental Health Program

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

Appendix B-3 ?? TVS

B. Compensation

Compensation shall be made in monthly payments on or before the 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 Seven Hundred Eighty Thousand Twenty-Seven Dollars (\$9,780,027) for the period of July 1, 2017 through December 31, 2023.**

CONTRACTOR understands that, of this maximum dollar obligation, **\$213,872** is included as a contingency amount and is neither to be used in Appendix B, Budget, or available to CONTRACTOR without a modification to this Agreement executed in the same manner as this Agreement or a revision to Appendix B, Budget, which has been approved by the Director of Health. CONTRACTOR further understands that no payment of any portion of this contingency amount will be made unless and until such modification or budget revision has been fully approved and executed in accordance with applicable CITY and Department of Public Health laws, regulations and policies/procedures and certification as to the availability of funds by the Controller. CONTRACTOR agrees to fully comply with these laws, regulations, and policies/procedures.

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

(2) CONTRACTOR understands that, of the maximum dollar obligation stated above, the total amount to be used in Appendix B, Budget and available to CONTRACTOR for the entire term of the contract is as follows, notwithstanding that

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

July 1, 2017 through June 30, 2018	\$	1,021,764
July 1, 2018 through June 30, 2019	\$	1,378,605
July 1, 2019 through June 30, 2020	\$	1,469,272
July 1, 2020 through June 30, 2021	\$	1,872,041
One-Time Allocation of 3% CODB in FY2020-21- Payment By Direct Voucher (DV)	\$	56,161
July 1, 2021 through June 30, 2022	\$	1,986,048
July 1, 2022 through June 30, 2023	\$	1,176,412
July 1, 2023 through Dec 31, 2023	\$	605,852
Subtotal - July 1, 2017 through December 31, 2023	\$	9,566,155
Contingency	\$	213,872
TOTAL - July 1, 2017 through December 31, 2023	\$	9,780,027

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

To provide for continuity of services while a new agreement was developed, the Department of Public Health established a contract with Swords to Plowshares for the same services and for a contract term which partially overlaps the term of this new agreement. The existing contract shall be superseded by this new agreement, effective the first day of the month following the date upon which the Controller's Office certifies as to the availability of funds for this new agreement.

3. Services of Attorneys

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

4. State or Federal Medi-Cal Revenues

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

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

5. Reports and Services

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

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

DHCS Legal Entity Number: <u>00765</u>				Appendix Number: <u>B</u>			
Legal Entity Name/Contractor Name: <u>A Better Way, Inc</u>				Page Number: <u>1</u>			
Contract ID Number: <u>1000007166</u>				Fiscal Year: <u>2021-22</u>			
				Funding Notification Date: <u>08/10/2021</u>			
Appendix Number	B-1	B-2	B-3				
Provider Number	38KY	38KY	38KY				
Program Name	Outpatient	0-5	TVS				
Program Code	38KYOP	38KY05	38KY01				
Funding Term	07/01/21-06/30/22	07/01/21-06/30/22	07/01/21-06/30/22				
FUNDING USES							TOTAL
Salaries	\$ 436,881	\$ 74,260	\$ 377,667				\$ 888,808
Employee Benefits	\$ 113,589	\$ 19,308	\$ 98,193				\$ 231,090
Subtotal Salaries & Employee Benefits	\$ 550,470	\$ 93,568	\$ 475,860				\$ 1,119,898
Operating Expenses	\$ 305,858	\$ 51,989	\$ 264,404				\$ 622,251
Capital Expenses							\$ -
Subtotal Direct Expenses	\$ 856,328	\$ 145,557	\$ 740,264				\$ 1,742,149
Indirect Expenses	\$ 119,886	\$ 20,377	\$ 103,636				\$ 243,899
Indirect %	14.0%	14.0%	14.0%				14.0%
TOTAL FUNDING USES	\$ 976,214	\$ 165,934	\$ 843,900				\$ 1,986,048
							26.0%
BHS MENTAL HEALTH FUNDING SOURCES							
MH FED SDMC FFP (50%) CYF	\$ 408,850	\$ 69,500	\$ 189,938				\$ 668,288
MH STATE CYF 2011 PSR-EPSDT	\$ 408,850	\$ 69,500	\$ 93,766				\$ 572,116
MH CYF COUNTY General Fund	\$ 158,514	\$ 26,934	\$ 215,331				\$ 400,779
MH WO HSA MH HSA GF Matches	\$ -	\$ -	\$ 96,172				\$ 96,172
MH WO HSA MH CH CWS Non-IVE Overmatch	\$ -	\$ -	\$ 228,896				\$ 228,896
MH CYF County WO CODB	\$ -	\$ -	\$ 19,797				\$ 19,797
TOTAL BHS MENTAL HEALTH FUNDING SOURCES	\$ 976,214	\$ 165,934	\$ 843,900				\$ 1,986,048
TOTAL DPH FUNDING SOURCES	\$ 976,214	\$ 165,934	\$ 843,900				\$ 1,986,048
TOTAL FUNDING SOURCES (DPH AND NON-DPH)	\$ 976,214	\$ 165,934	\$ 843,900				\$ 1,986,048
Prepared By	Sushma Agarwal			Phone Number	925-4875585		

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

DHCS Legal Entity Number: 00765		Appendix Number: B-1	
Provider Name: _____		Page Number: 2	
Provider Number: 38KY		Fiscal Year: 2021-22	
Contract ID Number: 1000007166		Funding Notification Date: 08/10/2021	
Program Name	Outpatient	Outpatient	
Program Code	38KYOP	38KYOP	
Mode/SFC (MH) or Modality (SUD)	15/01-09	15/10-57, 59	
Service Description	OP-Case Mgt Brokerage	OP-MH Svcs	
Funding Term (mm/dd/yy-mm/dd/yy):	07/01/21-06/30/22	07/01/21-06/30/22	
FUNDING USES			TOTAL
Salaries & Employee Benefits	55,047	495,423	\$ 550,470
Operating Expenses	30,586	275,272	\$ 305,858
Capital Expenses	-		\$ -
Subtotal Direct Expenses	\$ 85,633	\$ 770,695	\$ 856,328
Indirect Expenses	11,989	107,897	\$ 119,886
Indirect %	14.0%	14.0%	
TOTAL FUNDING USES	\$ 97,621	\$ 878,593	\$ 976,214
BHS MENTAL HEALTH FUNDING SOURCES	Dept-Auth-Proj-Activity		
MH FED SDMC FFP (50%) CYF	251962-10000-1001670-0001	40,885	367,965
MH STATE CYF 2011 PSR-EPST	251962-10000-1001670-0001	40,885	367,965
MH CYF County General Fund	251962-10000-1001670-0001	15,851	142,663
			\$ -
This row left blank for funding sources not in drop-down list			\$ -
TOTAL BHS MENTAL HEALTH FUNDING SOURCES		\$ 97,621	\$ 878,593
TOTAL DPH FUNDING SOURCES		\$ 97,621	\$ 878,593
TOTAL FUNDING SOURCES (DPH AND NON-DPH)		97,621	878,593
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)	
DPH Units of Service	38,283	209,189	
Unit Type	Staff Minute	Staff Minute	0
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only)	\$ 2.55	\$ 4.20	\$ -
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)	\$ 2.55	\$ 4.20	\$ -
Published Rate (Medi-Cal Providers Only)	\$ 3.06	\$ 4.50	
Unduplicated Clients (UDC)	8	72	80

Appendix B - DPH 3: Salaries & Employee Benefits Detail

Contract ID Number: 100007166
 Program Name: Outpatient
 Program Code: 38KYOP

Appendix Number: B-1
 Page Number: 3
 Fiscal Year: 2021-22
 Funding Notification Date: 08/10/2021

	TOTAL		251962-10000-1001670-0001			
Funding Term	07/01/20-06/30/21		07/01/21-06/30/22			
Position Title	FTE	Salaries	FTE	Salaries		
Regional Mental Health Director	0.000	\$ 16,567	0.000	\$ 16,567		
Program Manager	0.050	\$ 4,748	0.050	\$ 4,748		
Clinical Supervisors	0.740	\$ 64,363	0.740	\$ 64,363		
Service Coordinator	0.490	\$ 26,838	0.490	\$ 26,838		
Clinicians	4.180	\$ 267,076	4.180	\$ 267,076		
Parent Partners	0.91	\$ 48,257	0.91	\$ 48,257.00		
QA Clinician	0.12	\$ 9,032	0.12	\$ 9,032.00		
		\$ -				
Totals:	6.5	\$ 436,881	\$ 6.5	\$ 436,881		
Employee Benefits:	26.00%	\$ 113,589	\$ 0	\$ 113,589		
TOTAL SALARIES & BENEFITS		\$ 550,470		\$ 550,470		

Appendix B - DPH 4: Operating Expenses Detail

Contract ID Number: 1000007166
 Program Name: Outpatient
 Program Code: 38KYOP

Appendix Number: B-1
 Page Number: 4
 Fiscal Year: 2021-22
 Funding Notification Date: 08/10/2021

Expense Categories & Line Items	TOTAL	251962-10000-1001670-0001		
Funding Term	07/01/21-06/30/22	07/01/21-06/30/22		
Rent	\$ 88,476	\$ 88,476		
Utilities (telephone, electricity, water, gas)	\$ 19,661	\$ 19,661		
Building Repair/Maintenance	\$ 10,224	\$ 10,224		
Occupancy Total:	\$ 118,361	\$ 118,361		
Office Supplies	\$ 8,798	\$ 8,798		
Photocopying	\$ 492	\$ 492		
Program Supplies	\$ 4,915	\$ 4,915		
Postage and delivery	\$ 492	\$ 492		
Small Equipments and furniture	\$ 492	\$ 492		
Dues and subscriptions	\$ 492	\$ 492		
Materials & Supplies Total:	\$ 15,681	\$ 15,681		
Training/Staff Development	\$ 19,661	\$ 19,661		
Insurance	\$ 871	\$ 871		
Taxes, licenses, and fees	\$ 7,373	\$ 7,373		
Meeting	\$ 1,475	\$ 1,475		
Equipment Lease & Maintenance	\$ 5,326	\$ 5,326		
General Operating Total:	\$ 34,706	\$ 34,706		
Local Travel (32,628 miles @58 cents , based upon previous year's experience)	\$ 18,924	\$ 18,924		
Staff Travel Total:	\$ 18,924	\$ 18,924		
Other (provide detail):	\$ -	\$ -		
Quality assurance allocation	\$ 52,426	\$ 52,426		
Facility and IT allocation	\$ 52,426	\$ 52,426		
Chief program officer allocation	\$ 13,334	\$ 13,334		
Other Total:	\$ 118,186	\$ 118,186		
TOTAL OPERATING EXPENSE	\$ 305,858	\$ 305,858	\$ -	\$ -

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

DHCS Legal Entity Number: 00765		Appendix Number: B-2	
Provider Name: A Better Way, Inc		Page Number: 5	
Provider Number: 38KY		Fiscal Year: 2021-22	
Contract ID Number: 1000007166		Funding Notification Date: 08/10/2021	
Program Name	0-5	0-5	
Program Code	38KY05	38KY05	
Mode/SFC (MH) or Modality (SUD)	15/01-09	15/10-57, 59	
Service Description	OP-Case Mgt Brokerage	OP-MH Svcs	
Funding Term (mm/dd/yy-mm/dd/yy):	07/01/21-06/30/22	07/01/21-06/30/22	
FUNDING USES			TOTAL
Salaries & Employee Benefits	9,357	84,211	\$ 93,568
Operating Expenses	5,199	46,790	\$ 51,989
Capital Expenses	-		\$ -
Subtotal Direct Expenses	\$ 14,556	\$ 131,001	\$ 145,557
Indirect Expenses	2,038	18,339	\$ 20,377
Indirect %	14.0%	14.0%	14.0%
TOTAL FUNDING USES	\$ 16,593	\$ 149,341	\$ 165,934
BHS MENTAL HEALTH FUNDING SOURCES	Dept-Auth-Proj-Activity		
MH FED SDMC FFP (50%) CYF	251962-10000-1001670-0001	6,950	62,550
MH STATE CYF 2011 PSR-EPST	251962-10000-1001670-0001	6,950	62,550
MH CYF County General Fund	251962-10000-1001670-0001	2,693	24,241
			\$ -
This row left blank for funding sources not in drop-down list			
			\$ -
TOTAL BHS MENTAL HEALTH FUNDING SOURCES		\$ 16,593	\$ 149,341
TOTAL DPH FUNDING SOURCES		\$ 16,593	\$ 149,341
TOTAL FUNDING SOURCES (DPH AND NON-DPH)		16,593	149,341
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)	
DPH Units of Service	6,507	35,557	
Unit Type	Staff Minute	Staff Minute	
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only)	\$ 2.55	\$ 4.20	
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)	\$ 2.55	\$ 4.20	
Published Rate (Medi-Cal Providers Only)	\$ 3.06	\$ 4.50	Total UDC
Unduplicated Clients (UDC)	2	8	10

Appendix B - DPH 3: Salaries & Employee Benefits Detail

Contract ID Number: 1000007166
 Program Name: 0-5
 Program Code: 38KYOP

Appendix Number: B-2
 Page Number: 6
 Fiscal Year: 2021-22
 Funding Notification Date: 08/10/21

	TOTAL		251962-10000-1001670-0001			
Funding Term	07/01/21-06/30/22		07/01/21-06/30/22			
Position Title	FTE	Salaries	FTE	Salaries		
Regional Mental Health Director	0.00	\$ 2,816	0.00	\$ 2,816		
Program Manager	0.01	\$ 808	0.01	\$ 808		
Clinical Supervisors	0.13	\$ 10,940	0.13	\$ 10,940		
Service Coordinator	0.08	\$ 4,562	0.08	\$ 4,562		
Clinicians	0.71	\$ 45,397	0.71	\$ 45,397		
Parent Partners	0.15	\$ 8,202	0.15	\$ 8,202		
QA Clinician	0.02	\$ 1,535	0.02	\$ 1,535		
		\$ -				
Totals:	1.10	\$ 74,260	1.10	\$ 74,260		
Employee Benefits:	26.00%	\$ 19,308	26.00%	\$ 19,308		
TOTAL SALARIES & BENEFITS		\$ 93,568		\$ 93,568		

Appendix B - DPH 4: Operating Expenses Detail

Contract ID Number: 1000007166
 Program Name: 0-5
 Program Code: 38KYOP

Appendix Number: B-2
 Page Number: 7
 Fiscal Year: 2021-22
 Funding Notification Date: 08/10/21

Expense Categories & Line Items	TOTAL	251962-10000-1001670-0001		
Funding Term	07/01/21-06/30/22	07/01/21-06/30/22		
Rent	\$ 15,039	\$ 15,039		
Utilities (telephone, electricity, water, gas)	\$ 3,342	\$ 3,342		
Building Repair/Maintenance	\$ 1,738	\$ 1,738		
Occupancy Total:	\$ 20,119	\$ 20,119		
Office Supplies	\$ 1,496	\$ 1,496		
Photocopying	\$ 83	\$ 83		
Program Supplies	\$ 836	\$ 836		
Postage and delivery	\$ 83	\$ 83		
Small Equipments and furniture	\$ 84	\$ 84		
Dues and subscriptions	\$ 83	\$ 83		
Materials & Supplies Total:	\$ 2,665	\$ 2,665		
Training/Staff Development	\$ 3,342	\$ 3,342		
Insurance	\$ 149	\$ 149		
Taxes, licenses, and fees	\$ 1,253	\$ 1,253		
Meeting	\$ 250	\$ 250		
Equipment Lease & Maintenance	\$ 905	\$ 905		
General Operating Total:	\$ 5,899	\$ 5,899		
Local Travel (5,547 miles @58 cents , based upon previous year's experience)	\$ 3,216	\$ 3,216		
	\$ -	\$ -		
	\$ -	\$ -		
Staff Travel Total:	\$ 3,216	\$ 3,216		
Other (provide detail):	\$ -	\$ -		
Quality assurance allocation	\$ 8,911	\$ 8,911		
Facility and IT allocation	\$ 8,911	\$ 8,911		
Chief program officer allocation	\$ 2,268	\$ 2,268		
Other Total:	\$ 20,090	\$ 20,090		
TOTAL OPERATING EXPENSE	\$ 51,989	\$ 51,989		

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

DHCS Legal Entity Number: 00765			Appendix Number: B-3		
Provider Name: A Better Way, Inc			Page Number: 8		
Provider Number: 38KY			Fiscal Year: 2021-22		
Contract ID Number: 1000007166			Funding Notification Date: 08/10/2021		
Program Name	TVS	TVS	TVS	TVS	TVS
Program Code	38KY01	38KY01	38KY01	38KY01	38KY01
Mode/SFC (MH) or Modality (SUD)	15/01-09	15/10-57, 59	60/78	45/10-19	45/10-19
Service Description	OP-Case Mgt Brokerage	OP-MH Svcs	SS-Other Non-MediCal Client Support Exp	OS-MH Promotions	OS-MH Promotion
Funding Term (mm/dd/yy-mm/dd/yy):	07/01/21-06/30/22	07/01/21-06/30/22	07/01/21-06/30/22	07/01/21-06/30/22	07/01/21-06/30/22
FUNDING USES					TOTAL
Salaries & Employee Benefits	27,695	249,260	16,921	69,834	112,150
Operating Expenses	15,387	138,492	9,395	38,809	62,321
Capital Expenses		-			
Subtotal Direct Expenses	43,082	387,752	26,316	108,643	174,471
Indirect Expenses	6,033	54,286	3,684	15,208	24,425
Indirect %	14%	14%	14%	14%	14%
TOTAL FUNDING USES	49,115	442,038	30,000	123,851	198,896
BHS MENTAL HEALTH FUNDING SOURCES	Dept-Auth-Proj-Activity				
MH FED SDMC FFP (50%) CYF	251962-10000-001670-0001	18,994	170,944	-	
MH STATE CYF 2011 PSR-EPSDT	251962-10000-001670-0001	9,377	84,389	-	
MH CYF County General Fund	251962-10000-001670-0001	11,128	100,149	-	104,054
MH WO HSA MH HSA GF Matches	251962-10002-10001803-0006	9,617	86,555	-	
MH WO HSA MH CH CWS Non-IVE Overmatch	251962-10002-10001803-0002			30,000	
MH CYF County WO CODB	251962-10000-001670-0001			-	19,797
This row left blank for funding sources not in drop-down list					
TOTAL BHS MENTAL HEALTH FUNDING SOURCES		\$ 49,115	\$ 442,038	\$ 30,000	\$ 123,851
TOTAL DPH FUNDING SOURCES		\$ 49,115	\$ 442,038	\$ 30,000	\$ 123,851
TOTAL FUNDING SOURCES (DPH AND NON-DPH)		49,115	442,038	30,000	123,851
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)	Cost Reimbursement (CR)
DPH Units of Service	19,260	105,247	154	492	790
Unit Type	Staff Minute	Staff Minute	Staff Hour or Client Day, depending on contract.	Staff Hour	Staff Hour
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only)	\$ 2.55	\$ 4.20	\$ 194.51	\$ 251.91	\$ 251.91
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)	\$ 2.55	\$ 4.20	\$ 194.51	\$ 251.91	\$ 251.91
Published Rate (Medi-Cal Providers Only)	\$ 3.06	\$ 4.50	\$ 208.33	\$ 269.92	\$ 269.92
Unduplicated Clients (UDC)	1	8	1	0	0
					Total UDC
					10

Appendix B - DPH 3: Salaries & Employee Benefits Detail

Contract ID Number: 1000007166
 Program Name: TVS
 Program Code: 38KYOP

Appendix Number: B-3
 Page Number: 9
 Fiscal Year: 2021-22
 Funding Notification Date: 08/10/2021

Position Title	TOTAL		251962-10000-1001670-0001		251962-10002-10001803-0006		251962-10002-10001803-0002		251962-10002-10001803-0002 (Mode 45)		251962-10000-1001670-0001 (Mode 45)		251962-10000-1001670-0001 (Mode 45)	
	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries
Regional Mental Health Director	0.13	\$ 14,322	0.06	6703	0.01	1,632	0.00	509	0.03	3,376	0.02	1,766	0.00	336
Program Manager	0.04	\$ 4,104	0.02	1924	0.00	468	0.00	149	0.01	963	0.00	504	0.00	96
Clinical Supervisors	0.63	\$ 55,639	0.29	26041	0.07	6,341	0.02	1977.92	0.15	13113.37	0.08	6860.36	0.01	1305.23
Service Coordinator	0.43	\$ 23,200	0.20	10859	0.05	2,644	0.02	825	0.10	5,468	0.05	2,861	0.01	544
Clinicians	3.61	\$ 230,878	1.69	108061	0.41	26,311	0.13	8207.54	0.85	54414.87	0.45	28467.6	0.08	5416.15
Parent Partners	0.79	\$ 41,716	0.37	19525	0.09	4,754	0.03	1,483	0.19	9,832	0.10	5,144	0.02	979
QA Clinician	0.11	\$ 7,808	0.05	3654	0.01	890	0.00	278	0.03	1,840	0.01	963	0.00	183
Totals:	5.74	\$ 377,667	2.69	176767	0.65	43,039	0.20	13,429	1.35	89,007	0.71	46,565	0.13	8,860
Employee Benefits:	26.00%	\$ 98,193	26.0%	45959	26.0%	11,190	26.0%	3,491	26.0%	23,142	26.0%	12,107	26.0%	2,304
TOTAL SALARIES & BENEFITS		\$ 475,860		222,726		54,230		16,920		112,149		58,672		11,163
		372251	0.26000	45,959			3,491							
		96785												

Appendix B - DPH 4: Operating Expenses Detail

Contract ID Number: 1000007166
 Program Name: TVS
 Program Code: 38KYOP

Appendix Number: B-3
 Page Number: 10
 Fiscal Year: 2021-22
 Funding Notification Date: 08/10/2021

Expense Categories & Line Items	TOTAL	251962-10000-1001670-0001	251962-10002-10001803-0006	251962-10002-10001803-0002	251962-10002-10001803-0002 (Mode 45)	251962-10000-1001670-0001 (Mode 45)	251962-10000-1001670-0001 (Mode 45)
Funding Term	07/01/21-06/30/22	07/01/21-06/30/22	07/01/21-06/30/22	07/01/21-06/30/22	07/01/21-06/30/22	07/01/21-06/30/22	07/01/21-06/30/22
Rent	\$ 76,485	35,800	8,716	2,721	\$ 18,024	\$ 9,430	1,794
Utilities (telephone, electricity, water, gas)	\$ 16,997	7,955	1,937	604	\$ 4,006	\$ 2,096	399
Building Repair/Maintenance	\$ 8,838	4,137	1,007	314	\$ 2,083	\$ 1,090	207
Occupancy Total:	\$ 102,320	47,892	11,661	3,639	\$ 24,112	\$ 12,615	\$ 2,400
Office Supplies	\$ 7,607	3,553	867	264	\$ 1,800	\$ 944	178
Photocopying	\$ 425	199	48	15	\$ 100	\$ 52	10
Program Supplies	\$ 4,249	1,989	484	151	\$ 1,001	\$ 524	100
Postage and delivery	\$ 425	199	48	15	\$ 100	\$ 52	10
Smal Equipments	\$ 424	198	48	15	\$ 100	\$ 52	10
Dues and subscriptions	\$ 425	199	48	15	\$ 100	\$ 52	10
Materials & Supplies Total:	\$ 13,555	6,337	1,545	475	3,202	1,677	318
Training/Staff Development	\$ 16,997	7,955	1,937	604	\$ 4,005.97	\$ 2,095.75	399
Insurance	\$ 753	352	86	27	\$ 177.47	\$ 92.85	18
Taxes, licenses, and fees	\$ 6,374	2,983	726	227	\$ 1,502.27	\$ 785.92	150
Meeting	\$ 1,275	597	145	45	\$ 300.50	\$ 157.21	30
Equipment Lease & Maintenance	\$ 4,604	2,155	525	164	\$ 1,085.10	\$ 567.68	108
General Operating Total:	\$ 30,003	14,043	3,419	1,067	7,071	3,699	704
Local Travel (28,205 miles @58 cents , based upon previous year's experience)	\$ 16,359	7,656	1,864	582	\$ 3,856	\$ 2,017	384
	\$ -	-				\$ -	0
	\$ -	-				\$ -	0
Staff Travel Total:	\$ 16,359	7,656	1,864	582	3,856	2,017	384
Other (provide detail):	\$ -	-					
Quality assurance allocation	\$ 45,320	21,212	5,165	1,611	\$ 10,681.32	\$ 5,588.02	1,063
Facility and IT allocation	\$ 45,319	21,211	5,165	1,611	\$ 10,681.32	\$ 5,588.02	1,063
Chief program officer allocation	\$ 11,528	5,395	1,314	410	\$ 2,716.76	\$ 1,422.29	270
Other Total:	\$ 102,167	47,818	11,643	3,632	24,079	12,598	2,397
TOTAL OPERATING EXPENSE	\$ 264,404	123,746	30,132	9,395	62,321	32,606	6,203

Appendix B - DPH 6: Contract-Wide Indirect Detail

Contractor Name: A Better Way, Inc
 Contract ID Number: 1000007166

Appendix Number: B
 Page Number: 11
 Fiscal Year: 2021-22
 Funding Notification Date: 08/10/2021

1. SALARIES & EMPLOYEE BENEFITS

Position Title	FTE	Amount
President CEO	0.20	\$ 36,000
Executive Administrative Assistant Administration	0.20	\$ 12,000
Director of Human Resources	0.20	\$ 25,000
People Operations Manager	0.20	\$ 17,000
People Operations and Employment Specialist	0.20	\$ 13,600
Subtotal:	1.00	\$ 103,600.00
Employee Benefits:	26.0%	\$ 26,936.00
Total Salaries and Employee Benefits:		\$ 130,536.00

2. OPERATING COSTS

Expenses (Use expense account name in the ledger.)	Amount
Employee recognition	\$ 2,088
Payroll fees	\$ 7,500
Accounting fees	\$ 70,000
IT and computer services	\$ 1,000
other consultants	\$ 3,000
Hiring expenses	\$ 10,000
Training	\$ 2,500
Meeting	\$ 2,500
Dues & subscriptions	\$ 500
telecommunications	\$ 2,500
Transportation mileage	\$ 500
Supplies	\$ 775
Postage and delivery	\$ 500
printing and production	\$ 500
Insurance	\$ 3,000
other taxes licenses and fees	\$ 500
repair and maintenance and equipment	\$ 2,500
Utilities	\$ 3,000
Bank charges	\$ 500
Total Operating Costs	\$ 113,363

Total Indirect Costs	\$ 243,899
-----------------------------	-------------------

Appendix F
Invoice

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

Appendix F
PAGE A

Contract ID#
1000007166

INVOICE NUMBER:	M01JL21
Template Version	Amendment 1
	User Cd
Ct. PO No.: POHM	SFGOV-0000581360
Fund Source:	GF
Invoice Period:	July 2021
Final Invoice:	(Check if Yes)

Contractor: A Better Way, Inc.

Address: 3200 Adeline Street, Berkeley, CA 94703

Tel No.: (510) 207-8825

Fax No.:



Funding Term: 07/01/2021 - 06/30/2022

PHP Division: Community Behavioral Health Services

Program/Exhibit	TOTAL CONTRACTED		DELIVERED THIS PERIOD		DELIVERED TO DATE		% OF TOTAL		REMAINING DELIVERABLES		% OF TOTAL	
	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC
B-1 Outpatient PC# - 38KYOP - 251962-10000-1001670-0001												
15/01-09 OP-Case Mgt Brokerage	38,283	8			-	-	0%	0%	38,283	8	100%	100%
15/10-57,59 OP-MH Svcs	209,189	72			-	-	0%	0%	209,189	72	100%	100%

Unduplicated Counts for AIDS Use Only.

Description	BUDGET	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Total Salaries	\$ 436,881.00	\$ -	\$ -	0.00%	\$ 436,881.00
Fringe Benefits	\$ 113,589.00	\$ -	\$ -	0.00%	\$ 113,589.00
Total Personnel Expenses	\$ 550,470.00	\$ -	\$ -	0.00%	\$ 550,470.00
Operating Expenses:					
Occupancy	\$ 118,361.00	\$ -	\$ -	0.00%	\$ 118,361.00
Materials and Supplies	\$ 15,681.00	\$ -	\$ -	0.00%	\$ 15,681.00
General Operating	\$ 34,706.00	\$ -	\$ -	0.00%	\$ 34,706.00
Staff Travel	\$ 18,924.00	\$ -	\$ -	0.00%	\$ 18,924.00
Consultant/ Subcontractor	\$ -	\$ -	\$ -	0.00%	\$ -
Other: Quality Assurance Allocation	\$ 52,426.00	\$ -	\$ -	0.00%	\$ 52,426.00
Facility and IT Allocation	\$ 52,426.00	\$ -	\$ -	0.00%	\$ 52,426.00
Chief program officer allocation	\$ 13,334.00	\$ -	\$ -	0.00%	\$ 13,334.00
	\$ -	\$ -	\$ -	0.00%	\$ -
	\$ -	\$ -	\$ -	0.00%	\$ -
					\$ -
Total Operating Expenses	\$ 305,858.00	\$ -	\$ -	0.00%	\$ 305,858.00
Capital Expenditures	\$ -	\$ -	\$ -	0.00%	\$ -
TOTAL DIRECT EXPENSES	\$ 856,328.00	\$ -	\$ -	0.00%	\$ 856,328.00
Indirect Expenses	\$ 119,886.00	\$ -	\$ -	0.00%	\$ 119,886.00
TOTAL EXPENSES	\$ 976,214.00	0.00	\$ -	0.00%	\$ 976,214.00
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

Contract ID#
1000007166

INVOICE NUMBER:	M02JL21
Template Version	Amendment 1
	User Cd
Ct. PO No.: POHM	SFGOV-0000581360
Fund Source:	GF
Invoice Period:	July 2021
Final Invoice:	(Check if Yes)

Contractor: A Better Way, Inc.

Address: 3200 Adeline Street, Berkeley, CA 94703

Tel No.: (510) 207-8825

Fax No.:



Funding Term: 07/01/2021 - 06/30/2022

PHP Division: Community Behavioral Health Services

Program/Exhibit	TOTAL CONTRACTED		DELIVERED THIS PERIOD		DELIVERED TO DATE		% OF TOTAL		REMAINING DELIVERABLES		% OF TOTAL	
	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC
B-2 0-5 PC# - 38KY05 - 251962-10000-1001670-0001												
15/01-09 OP-Case Mgt Brokerage	6,507	2			-	-	0%	0%	6,507	2	100%	100%
15/10-57,59 OP-MH Svcs	35,557	8			-	-	0%	0%	35,557	8	100%	100%

Unduplicated Counts for AIDS Use Only.

Description	BUDGET	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Total Salaries	\$ 74,260.00	\$ -	\$ -	0.00%	\$ 74,260.00
Fringe Benefits	\$ 19,308.00	\$ -	\$ -	0.00%	\$ 19,308.00
Total Personnel Expenses	\$ 93,568.00	\$ -	\$ -	0.00%	\$ 93,568.00
Operating Expenses:					
Occupancy	\$ 20,119.00	\$ -	\$ -	0.00%	\$ 20,119.00
Materials and Supplies	\$ 2,665.00	\$ -	\$ -	0.00%	\$ 2,665.00
General Operating	\$ 5,899.00	\$ -	\$ -	0.00%	\$ 5,899.00
Staff Travel	\$ 3,216.00	\$ -	\$ -	0.00%	\$ 3,216.00
Consultant/ Subcontractor	\$ -	\$ -	\$ -	0.00%	\$ -
Other: Quality Assurance Allocation	\$ 8,911.00	\$ -	\$ -	0.00%	\$ 8,911.00
Facility and IT Allocation	\$ 8,911.00	\$ -	\$ -	0.00%	\$ 8,911.00
Chief program officer allocation	\$ 2,268.00	\$ -	\$ -	0.00%	\$ 2,268.00
	\$ -	\$ -	\$ -	0.00%	\$ -
	\$ -	\$ -	\$ -	0.00%	\$ -
	\$ -	\$ -	\$ -	0.00%	\$ -
	\$ -	\$ -	\$ -	0.00%	\$ -
	\$ -	\$ -	\$ -	0.00%	\$ -
	\$ -	\$ -	\$ -	0.00%	\$ -
	\$ -	\$ -	\$ -	0.00%	\$ -
Total Operating Expenses	\$ 51,989.00	\$ -	\$ -	0.00%	\$ 51,989.00
Capital Expenditures	\$ -	\$ -	\$ -	0.00%	\$ -
TOTAL DIRECT EXPENSES	\$ 145,557.00	\$ -	\$ -	0.00%	\$ 145,557.00
Indirect Expenses	\$ 20,377.00	\$ -	\$ -	0.00%	\$ 20,377.00
TOTAL EXPENSES	\$ 165,934.00	0.00	\$ -	0.00%	\$ 165,934.00
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 B

Contract ID#
1000007166

Invoice Number
M02JL21
User Cd

CT PO No.

Contractor: A Better Way, Inc.

Tel. No.:

DETAIL PERSONNEL EXPENDITURES

NAME & TITLE	FTE	BUDGETED SALARY	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Regional Mental Health Director	0.00	\$ 2,816.00	\$ -	\$ -	0.00%	\$ 2,816.00
Program Manager	0.01	\$ 808.00	\$ -	\$ -	0.00%	\$ 808.00
Clinical Supervisors	0.13	\$ 10,940.00	\$ -	\$ -	0.00%	\$ 10,940.00
Service Coordinator	0.08	\$ 4,562.00	\$ -	\$ -	0.00%	\$ 4,562.00
Clinicians	0.71	\$ 45,397.00	\$ -	\$ -	0.00%	\$ 45,397.00
Parent Partners	0.15	\$ 8,202.00	\$ -	\$ -	0.00%	\$ 8,202.00
QA Clinician	0.02	\$ 1,535.00	\$ -	\$ -	0.00%	\$ 1,535.00
TOTAL SALARIES	1.10	\$ 74,260.00	\$ -	\$ -	0.00%	\$ 74,260.00

I certify that the information provided above is, to the best of my knowledge, complete and accurate; the amount requested for reimbursement 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: _____

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

Appendix F
PAGE A

Contract ID#
1000007166

INVOICE NUMBER:	M05JL21
Template Version	Amendment 1
	User Cd
Ct. PO No.: POHM	SFGOV-0000581360
Fund Source:	GF, WO HSA GF Matches
Invoice Period:	July 2021
Final Invoice:	(Check if Yes)

Contractor: A Better Way, Inc.

Address: 3200 Adeline Street, Berkeley, CA 94703

Tel No.: (510) 207-8825

Fax No.:



Funding Term: 07/01/2021 - 06/30/2022

PHP Division: Community Behavioral Health Services

Program/Exhibit	TOTAL CONTRACTED		DELIVERED THIS PERIOD		DELIVERED TO DATE		% OF TOTAL		REMAINING DELIVERABLES		% OF TOTAL	
	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC
B-3 TVS PC# - 38KY01 - 251962-10000-10001670-0001												
15/01-09 OP-Case Mgt Brokerage	19,260	1			-	-	0%	0%	19,260	1	100%	100%
15/10-57,59 OP-MH Svcs	105,247	8			-	-	0%	0%	105,247	8	100%	100%

Unduplicated Counts for AIDS Use Only.

Description	BUDGET	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Total Salaries	\$ 219,806.00	\$ -	\$ -	0.00%	\$ 219,806.00
Fringe Benefits	\$ 57,150.00	\$ -	\$ -	0.00%	\$ 57,150.00
Total Personnel Expenses	\$ 276,956.00	\$ -	\$ -	0.00%	\$ 276,956.00
Operating Expenses:					
Occupancy	\$ 59,553.00	\$ -	\$ -	0.00%	\$ 59,553.00
Materials and Supplies	\$ 7,882.00	\$ -	\$ -	0.00%	\$ 7,882.00
General Operating	\$ 17,462.00	\$ -	\$ -	0.00%	\$ 17,462.00
Staff Travel	\$ 9,520.00	\$ -	\$ -	0.00%	\$ 9,520.00
Consultant/ Subcontractor	\$ -	\$ -	\$ -	0.00%	\$ -
Other: Quality Assurance Allocation	\$ 26,376.00	\$ -	\$ -	0.00%	\$ 26,376.00
Facility and IT Allocation	\$ 26,376.00	\$ -	\$ -	0.00%	\$ 26,376.00
Chief program officer allocation	\$ 6,709.00	\$ -	\$ -	0.00%	\$ 6,709.00
	\$ -	\$ -	\$ -	0.00%	\$ -
	\$ -	\$ -	\$ -	0.00%	\$ -
					\$ -
Total Operating Expenses	\$ 153,878.00	\$ -	\$ -	0.00%	\$ 153,878.00
Capital Expenditures	\$ -	\$ -	\$ -	0.00%	\$ -
TOTAL DIRECT EXPENSES	\$ 430,834.00	\$ -	\$ -	0.00%	\$ 430,834.00
Indirect Expenses	\$ 60,319.00	\$ -	\$ -	0.00%	\$ 60,319.00
TOTAL EXPENSES	\$ 491,153.00	0.00	\$ -	0.00%	\$ 491,153.00
Less: Initial Payment Recovery					
Other Adjustments (DPH use only)					
REIMBURSEMENT		\$ -			

NOTES:
MH GF (251962-10000-10001670-0001) - \$394,981
WO HAS Matches (251962-10002-10001803-0006) - \$96,172

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

Signature: _____

Date: _____

Printed Name: _____

Title: _____

Phone: _____

Send to:

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

DPH Authorization for Payment

Authorized Signatory _____ Date _____

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

Appendix F
PAGE B

Contract ID#
1000007166

Invoice Number
M05JL21

User Cd

CT PO No.

Contractor: A Better Way, Inc.

Tel. No.:

DETAIL PERSONNEL EXPENDITURES

NAME & TITLE	FTE	BUDGETED SALARY	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Regional Mental Health Director	0.08	\$ 8,335.00	\$ -	\$ -	0.00%	\$ 8,335.00
Program Manager	0.02	\$ 2,392.00	\$ -	\$ -	0.00%	\$ 2,392.00
Clinical Supervisors	0.37	\$ 32,382.00	\$ -	\$ -	0.00%	\$ 32,382.00
Service Coordinator	0.25	\$ 13,502.00	\$ -	\$ -	0.00%	\$ 13,502.00
Clinicians	2.10	\$ 134,372.00	\$ -	\$ -	0.00%	\$ 134,372.00
Parent Partners	0.46	\$ 24,279.00	\$ -	\$ -	0.00%	\$ 24,279.00
QA Clinician	0.06	\$ 4,544.00	\$ -	\$ -	0.00%	\$ 4,544.00
TOTAL SALARIES	3.34	\$ 219,806.00	\$ -	\$ -	0.00%	\$ 219,806.00

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

Signature: _____
 Printed Name: _____
 Title: _____

Date: _____
 Phone: _____

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

Appendix F
PAGE A

Contract ID#
1000007166

INVOICE NUMBER:	M09JL21
Template Version	Amendment 1
	User Cd
Ct. PO No.: POHM	SFGOV-0000581360
Fund Source:	GF
Invoice Period:	July 2021
Final Invoice:	(Check if Yes)

Contractor: A Better Way, Inc.

Address: 3200 Adeline Street, Berkeley, CA 94703

Tel No.: (510) 207-8825

Fax No.:



Funding Term: 07/01/2021 - 06/30/2022

PHP Division: Community Behavioral Health Services

Program/Exhibit	TOTAL CONTRACTED		DELIVERED THIS PERIOD		DELIVERED TO DATE		% OF TOTAL		REMAINING DELIVERABLES		% OF TOTAL	
	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC
B-3 TVS PC# - 38KY01 - 251962-10000-10001670-0001												
45/10-19 OS-MH Promotions	413	-			-	-	0%	#DIV/0!	413	-	100%	#DIV/0!

Unduplicated Counts for AIDS Use Only.

Description	BUDGET	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Total Salaries	\$ 46,565.00	\$ -	\$ -	0.00%	\$ 46,565.00
Fringe Benefits	\$ 12,107.00	\$ -	\$ -	0.00%	\$ 12,107.00
Total Personnel Expenses	\$ 58,672.00	\$ -	\$ -	0.00%	\$ 58,672.00
Operating Expenses:					
Occupancy	\$ 12,615.00	\$ -	\$ -	0.00%	\$ 12,615.00
Materials and Supplies	\$ 1,677.00	\$ -	\$ -	0.00%	\$ 1,677.00
General Operating	\$ 3,699.00	\$ -	\$ -	0.00%	\$ 3,699.00
Staff Travel	\$ 2,017.00	\$ -	\$ -	0.00%	\$ 2,017.00
Consultant/ Subcontractor	\$ -	\$ -	\$ -	0.00%	\$ -
Other: Quality Assurance Allocation	\$ 5,588.00	\$ -	\$ -	0.00%	\$ 5,588.00
Facility and IT Allocation	\$ 5,588.00	\$ -	\$ -	0.00%	\$ 5,588.00
Chief program officer allocation	\$ 1,422.00	\$ -	\$ -	0.00%	\$ 1,422.00
	\$ -	\$ -	\$ -	0.00%	\$ -
	\$ -	\$ -	\$ -	0.00%	\$ -
					\$ -
Total Operating Expenses	\$ 32,606.00	\$ -	\$ -	0.00%	\$ 32,606.00
Capital Expenditures	\$ -	\$ -	\$ -	0.00%	\$ -
TOTAL DIRECT EXPENSES	\$ 91,278.00	\$ -	\$ -	0.00%	\$ 91,278.00
Indirect Expenses	\$ 12,776.00	\$ -	\$ -	0.00%	\$ 12,776.00
TOTAL EXPENSES	\$ 104,054.00	0.00	\$ -	0.00%	\$ 104,054.00
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

Contract ID#
1000007166

INVOICE NUMBER: M10JL21
 Template Version: Amendment 1
 User Cd:
 Ct. PO No.: POHM SFGOV-0000581360
 Fund Source: WO HAS,CODB
 Invoice Period: July 2021
 Final Invoice: (Check if Yes)

Contractor: A Better Way, Inc.

Address: 3200 Adeline Street, Berkeley, CA 94703

Tel No.: (510) 207-8825
 Fax No.:



Funding Term: 07/01/2021 - 06/30/2022

PHP Division: Community Behavioral Health Services

Program/Exhibit	TOTAL CONTRACTED		DELIVERED THIS PERIOD		DELIVERED TO DATE		% OF TOTAL		REMAINING DELIVERABLES		% OF TOTAL	
	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC
B-3 TVS PC# - 38KY01 - 251962-10000-10001670-0001												
60/78 SS-Other Non-Medical Client Support Exp	154	1			-	-	0%	0%	154	1	100%	100%
45/10-19 OS-MH Promotions	79	-			-	-	0%	#DIV/0!	79	-	100%	#DIV/0!
45/10-19 OS-MH Promotion	790	-			-	-	0%	#DIV/0!	790	-	100%	#DIV/0!

Unduplicated Counts for AIDS Use Only.

Description	BUDGET	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Total Salaries	\$ 111,296.00	\$ -	\$ -	0.00%	\$ 111,296.00
Fringe Benefits	\$ 28,936.00	\$ -	\$ -	0.00%	\$ 28,936.00
Total Personnel Expenses	\$ 140,232.00	\$ -	\$ -	0.00%	\$ 140,232.00
Operating Expenses:					
Occupancy	\$ 30,152.00	\$ -	\$ -	0.00%	\$ 30,152.00
Materials and Supplies	\$ 3,995.00	\$ -	\$ -	0.00%	\$ 3,995.00
General Operating	\$ 8,842.00	\$ -	\$ -	0.00%	\$ 8,842.00
Staff Travel	\$ 4,822.00	\$ -	\$ -	0.00%	\$ 4,822.00
Consultant/ Subcontractor	\$ -	\$ -	\$ -	0.00%	\$ -
Other: Quality Assurance Allocation	\$ 13,356.00	\$ -	\$ -	0.00%	\$ 13,356.00
Facility and IT Allocation	\$ 13,356.00	\$ -	\$ -	0.00%	\$ 13,356.00
Chief program officer allocation	\$ 3,397.00	\$ -	\$ -	0.00%	\$ 3,397.00
	\$ -	\$ -	\$ -	0.00%	\$ -
	\$ -	\$ -	\$ -	0.00%	\$ -
	\$ -	\$ -	\$ -	0.00%	\$ -
Total Operating Expenses	\$ 77,920.00	\$ -	\$ -	0.00%	\$ 77,920.00
Capital Expenditures	\$ -	\$ -	\$ -	0.00%	\$ -
TOTAL DIRECT EXPENSES	\$ 218,152.00	\$ -	\$ -	0.00%	\$ 218,152.00
Indirect Expenses	\$ 30,541.00	\$ -	\$ -	0.00%	\$ 30,541.00
TOTAL EXPENSES	\$ 248,693.00	0.00	\$ -	0.00%	\$ 248,693.00
Less: Initial Payment Recovery					
Other Adjustments (DPH use only)					
REIMBURSEMENT		\$ -			

NOTES:
 WO CODB (251962-10000-10001670-0001) - \$19,797
 WO HSA (251962-10002-10001803-0002) - \$228,896

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

Signature: _____
 Printed Name: _____
 Title: _____

Date: _____
 Phone: _____

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

DPH Authorization for Payment

 Authorized Signatory

 Date

Appendix G
Dispute Resolution Procedure
For Health and Human Services Nonprofit Contractors
9-06

Introduction

The City Nonprofit Contracting Task Force submitted its final report to the Board of Supervisors in June 2003. The report contains thirteen recommendations to streamline the City's contracting and monitoring process with health and human services nonprofits. These recommendations include: (1) consolidate contracts, (2) streamline contract approvals, (3) make timely payment, (4) create review/appellate process, (5) eliminate unnecessary requirements, (6) develop electronic processing, (7) create standardized and simplified forms, (8) establish accounting standards, (9) coordinate joint program monitoring, (10) develop standard monitoring protocols, (11) provide training for personnel, (12) conduct tiered assessments, and (13) fund cost of living increases. The report is available on the Task Force's website at http://www.sfgov.org/site/npcontractingtf_index.asp?id=1270. 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 J

Data Access and Sharing Terms

Article 1 Access

1.1 Revision to Scope of Access (RSA):

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

1.2 Primary and Alternate Agency Site Administrator.

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

1. Completing and obtaining City approval of the Account Provisioning Request documents and/or Data Set Request documents;
 2. Communicating with the SFDPH IT Service Desk;
 3. Providing Agency Data User(s) details to the City;
 4. Ensuring that Agency Data User(s) complete required SFDPH trainings annually;
 5. Ensuring that Agency Data User(s) understand and execute SFDPH's data access confidentiality agreement; and
 6. Provisioning and deprovisioning Agency Data Users as detailed herein.
- To start the process, the Agency Site Administrator must contact the SFDPH IT Service Desk at 628-206-7378, dph.helpdesk@sfdph.org.

1.3 SFDPH IT Service Desk.

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

1.4 Deprovisioning Schedule.

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

1.5 Active Directory.

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

1.6 Role Based Access.

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

1.7 Training Requirements.

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

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

1.8 Agency Data User Confidentiality Agreement.

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

1.9 Corrective Action.

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

1.10 User ID and Password.

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

1.11 Notification of Compromised Password.

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

1.12 Multi Factor Authentication.

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

1.13 Qualified Personnel.

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

1.14 Workstation/Laptop encryption.

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

1.15 Server Security.

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

1.16 Removable media devices.

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

1.17 Antivirus software.

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

1.18 Patch Management.

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

1.19 System Timeout.

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

1.20 Warning Banners.

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

1.21 Transmission encryption.

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

1.22 No Faxing/Mailing.

City Data may not be faxed or mailed.

1.23 Intrusion Detection.

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

of the City.

1.24 Security of PHI.

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

1.25 Data Security and City Data

Agency shall provide security for its networks and all internet connections consistent with industry best practices, and will promptly install all patches, fixes, upgrades, updates and new versions of any security

software it employs. For information disclosed in electronic form, Agency agrees that appropriate safeguards include electronic barriers (e.g., "firewalls", Transport Layer Security (TLS), Secure Socket Layer [SSL] encryption, or most current industry standard encryption, intrusion prevention/detection or similar barriers).

1.26 Data Privacy and Information Security Program.

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

1.27 Disaster Recovery.

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

1.28 Supervision of Data.

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

1.29 As Is Access.

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

1.30 No Technical or Administrative Support.

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

1.31 City Audit of Agency and Agency Data Users.

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

1.32 Minimum Necessary.

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

1.33 No Re-Disclosure or Reporting.

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

1.34 Health Information Exchange.

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

1.35 Subcontracting.

Agency may not subcontract any portion of Data Access Agreement, except upon prior written approval of City. If the City approves a subcontract, Agency remains fully responsible for its subcontractor(s) throughout the term and/or after expiration of this Agreement. All Subcontracts must incorporate the terms of this Data Access Agreement. To the extent that any subcontractor would have access to a System, each such subcontractor's access must be limited and subject to the same governing terms to the same extent as Agency's access. In addition, each contract between Agency and that subcontractor must, except as the City otherwise agrees, include a Business Associate Agreement requiring such subcontractor to comply with all regulatory requirements regarding third-party access, and include a provision obligating that subcontractor to (1) defend, indemnify, and hold the City harmless in the event of a data breach in the same manner in which Agency would be so obligated, (2) provide cyber and technology errors and omissions insurance with limits identified in Article 5, and (3) ensure that such data has been destroyed, returned, and/or protected as provided by HIPAA at the expiration of the subcontract term.

Article 2 Indemnity

2.1 Medical Malpractice Indemnification.

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

1. Read information displayed or transmitted by the System accurately and completely;
2. Ensure that Agency Data Users are trained on the use of the System;
3. Be responsible for decisions made based on the use of the System;
4. Verify the accuracy of all information accessed through the System using applicable standards of good medical practice to no less a degree than if Agency were using paper records;
5. Report to the City as soon as reasonably practicable all data errors and suspected problems related to the System that Agency knows or should know could adversely affect patient care;

6. Follow industry standard business continuity policies and procedures that will permit Agency to provide patient care in the event of a disaster or the System unavailability;

7. Use the System only in accordance with applicable standards of good medical practice.

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

Article 3 Proprietary Rights and Data Breach

3.1 Ownership of City Data.

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

3.2 Data Breach; Loss of City Data.

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

Agency shall take:

- i. prompt corrective action to mitigate any risks or damages involved with the breach or security incident and to protect the operating environment; and
- ii. any action pertaining to a breach required by applicable federal and state laws.

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

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

2. **Written Report:** Agency shall provide a written report of the investigation to the City as soon as practicable after the discovery of the breach or security incident. The report shall include,

but not be limited to, the information specified above, as well as a complete, detailed corrective action plan, including information on measures that were taken to halt and/or contain the breach or security incident, and measures to be taken to prevent the recurrence or further disclosure of data regarding such breach or security incident.

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

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

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

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

3.3 **Media Communications**

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

Attachment 1 to Appendix J System Specific Requirements

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

A. SFDPH Care Link Requirements:

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

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

A. SFDPH Epic Hyperspace and Epic Hyperdrive:

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

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

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

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

A. SFDPH myAvatar via WebConnect and VDI:

1. Connectivity.

- a. Agency must obtain and maintain connectivity and network configuration and required hardware and equipment in accordance with specifications provided by SFDPH and must update the configuration of all first and third-party software as required. Technical equipment and software specifications for accessing SFDPH myAvatar will change over time. You may request a copy of current required browser, system and connection requirements from the SFDPH IT team. Agency is responsible for all associated costs. Agency shall ensure that Agency Data Users access the System only through equipment owned or leased and maintained by Agency.
2. Information Technology (IT) Support.
 - a. Agency must have qualified and professional IT support who will participate in quarterly CBO Technical Workgroups.
3. Access Control.
 - a. Access to the BHS Electronic Health Record is granted based on clinical and business requirements in accordance with the Behavioral Health Services EHR Access Control Policy (6.00-06). The Access Control Policy is found at: <https://www.sfdph.org/dph/files/CBHSPolProcMnl/6.00-06.pdf>
 - b. Each user is unique and agrees not to share accounts or passwords.
 - c. Applicants must complete the myAvatar Account Request Form found at https://www.sfdph.org/dph/files/CBHSdocs/BHISdocs/UserDoc/Avatar_Account_Request_Form.pdf
 - d. Applicants must complete the credentialing process in accordance with the DHCS MHSUDS Information Notice #18-019.
 - e. Applicants must complete myAvatar Training.
 - f. Level of access is based on "Need to Know", job duties and responsibilities.

INSURED: A Better Way, Inc

POLICY #: 202108771NPO

POLICY PERIOD: 07/01/2021

TO 07/01/2022

COMMERCIAL GENERAL LIABILITY
CG 20 26 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

Any person or organization for which the Named Insured has agreed to provide insurance prior to loss as provided by this policy but only to the limit and scope of insurance agreed to by the Named Insured

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

INSURED: A Better Way, Inc

POLICY #: 202108771NPO

POLICY PERIOD: 07/01/2021

TO 07/01/2022



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE ONLY

In consideration of the premium charged, it is understood and agreed that the following is added as an additional insured:

City and County of San Francisco

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

But only as respects a legally enforceable contractual agreement with the Named Insured and only for liability arising out of the Named Insured's negligence and only for occurrences of coverages not otherwise excluded in the policy to which this endorsement applies.

It is further understood and agreed that irrespective of the number of entities named as insureds under this policy, in no event shall the company's limits of liability exceed the occurrence or aggregate limits as applicable by policy definition or endorsement.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 99 03 13 C

(Ed. 7-09)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT – CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be \$ 500

Schedule

Any person or organization that you perform work for that is liable for an injury, covered by this policy, that prior to the injury has written contract requiring a waiver of our right to recover from them.

Person or Organization

Job Description

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 07/01/2021

Policy No. WCV 5505143

Endorsement No. 000

Insured A BETTER WAY INC

Insurance Company COMPWEST INSURANCE COMPANY

Countersigned by _____

POLICYHOLDER NOTICE
NON SUFFICIENT FUNDS CHARGE

If a payment is made to us by check, draft, debit card, credit card, electronic funds transfer (EFT), or electronic check that is returned, declined, or cannot be processed due to insufficient funds we will impose a charge of \$20 insufficient funds fee per occurrence. However, we will not charge an insufficient funds fee if the failure in payment resulted from fraud or misuse on the policyholder's account from which the payment was made and such fraud or misuse was not attributed to the policyholder.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**WC 89 06 00 B**
(Ed. 7-01)**POLICY INFORMATION PAGE ENDORSEMENT**

The following item(s)

- | | |
|---|---|
| <input type="checkbox"/> Insured's Name (WC 89 06 01) | <input type="checkbox"/> Item 3.B. Limits (WC 89 06 12) |
| <input type="checkbox"/> Policy Number (WC 89 06 02) | <input type="checkbox"/> Item 3.C. States (WC 89 06 13) |
| <input type="checkbox"/> Effective Date (WC 89 06 03) | <input checked="" type="checkbox"/> Item 3.D. Endorsement Numbers (WC 89 06 14) |
| <input type="checkbox"/> Expiration Date (WC 89 06 04) | <input type="checkbox"/> Item 4.* Class, Rate, Other (WC 89 04 15) |
| <input type="checkbox"/> Insured's Mailing Address (WC 89 06 05) | <input type="checkbox"/> Interim Adjustment of Premium (WC 89 04 16) |
| <input type="checkbox"/> Experience Modification (WC 89 04 06) | <input type="checkbox"/> Carrier Servicing Office (WC 89 06 17) |
| <input type="checkbox"/> Producer's Name (WC 89 06 07) | <input type="checkbox"/> Interstate/Intrastate Risk ID Number (WC 89 06 18) |
| <input type="checkbox"/> Change in Workplace of Insured (WC 89 06 08) | <input type="checkbox"/> Carrier Number (WC 89 06 19) |
| <input type="checkbox"/> Insured's Legal Status (WC 89 06 10) | <input type="checkbox"/> Issuing Agency/Producer Office Address (WC 89 06 25) |
| <input type="checkbox"/> Item 3.A. States (WC 89 06 11) | |

is changed to read:

Reprinted waiver form.

*Item 4. Change To:

Classifications	Code No.	Premium Basis Total Estimated Annual Remuneration	Rate Per \$100 of Remuneration	Estimated Annual Premium

Total Estimated Annual Premium \$70256

Minimum Premium \$1000

Deposit Premium \$70256

Premium Change \$0

All other terms and conditions of this policy remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 07/01/2021

Policy No. WCV 5505143

Endorsement No. 000

Insured A BETTER WAY INC

Premium \$70256

Insurance Company COMPWEST INSURANCE COMPANY

Countersigned by _____

WC 89 06 00 B
(Ed. 7-01)



3 HUTTON CENTRE DRIVE STE 550
SANTA ANA, CA 92707-8724

Workers Compensation and Employers Liability Insurance Policy

Policy Number	Policy Period	
	From	To
WCV 5505143	07/01/2021	07/01/2022
12:01 A.M. Standard Time at the described location		

Transaction

INFORMATION PAGE

Named Insured and Address	Agent
A BETTER WAY INC 3200 ADELINE ST BERKELEY CA 94703 AGRASCOEUR@ABETTERWAYINC.NET	COBB B LLC DBA LAMB INSURANCE SERVICES 1100 EAST HECTOR STREET CONSHOHOCKEN, PA 19428 Telephone: 610-941-0000 5060343

Other Workplaces Not Shown Above:

See schedule attached

Extended Named Insured:

Absence of an entry means no exception

Interstate ID:

Insured Is: NON-PROFIT CORP

Bureau/Risk ID: 5405922

Unemployment Id Number:

Intrastate ID:

FEIN # 931190792

NCCI #: 12985

ITEM 2. POLICY PERIOD is from 12:01 A.M., 07/01/2021 to 12:01 A.M., 07/01/2022 Standard Time at the insured's mailing address.

ITEM 3. COVERAGE

A. Workers Compensation Insurance: Part One of the policy applies to the Workers Compensation Law of the states listed here: CA

B. Employers Liability Insurance: Part TWO of the policy applies to work in each state listed in Item 3A. The limits of our liability under Part TWO are:

Bodily Injury by Accident	\$	1,000,000	each accident
Bodily Injury by Disease	\$	1,000,000	policy limit
Bodily Injury by Disease	\$	1,000,000	each employee

C. Other States Insurance: Part Three of the policy applies to the states, if any, listed here: Not Applicable

D. This policy includes these endorsements and schedules:

WC890600B	(7/01)	C-NTI-PD	(5/20)	PN049901H	(5/20)	PN049902B	(5/02)
PN049904	(12/01)	PN99NSF	(1/18)	WC000000C-CA	(1/15)	WC000001A	(5/88)
WC000115	(1/20)	WC000403	(4/84)	WC000406A	(7/95)	WC000419	(1/01)

ITEM 4. PREMIUM

The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates, and Rating Plans. All information required below is subject to verification and change by audit.

C L A S S I F I C A T I O N S

SEE SCHEDULE OF CLASSIFICATIONS ON FOLLOWING PAGE(S)

Minimum Premium	Deposit Premium	Total Estimated Annual Premium	Premium Adjustment Period:
\$1,000	\$70,256	\$70,256	Annual - Reporting

INSURED COPY



3 HUTTON CENTRE DRIVE STE 550
SANTA ANA, CA 92707-8724

Workers Compensation and Employers Liability Insurance Policy

Policy Number	Policy Period	
	From	To
WCV 5505143	07/01/2021	07/01/2022
12:01 A.M. Standard Time at the described location		

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INFORMATION PAGE

Named Insured and Address	Agent
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SCHEDULE OF CLASSIFICATIONS:

CLASSIFICATIONS	CODE NO	PREM BASIS ESTIMATED REMUNERATION	RATE PER \$100	ESTIMATED ANNUAL PREMIUM
STATE: California				
COMMERCIAL PROPERTIES - N.O.C.-PROPERTY MANAGEMENT	8740	160,000	1.59000	2,544
SALESPERSONS, COLLECTORS OR MESSENGERS---OUTSIDE	8742	4,400,000	0.54000	23,760
CLERICAL OFFICE EMPLOYEES	8810	2,800,000	0.39000	10,920
BUILDING OPERATION- N.O.C. - ALL OTHER EMPLOYEES-	9015	120,000	6.61000	7,932
DAY CARE CENTERS--CHILD--NOT RESIDENTIAL CARE	9059	5,000	3.48000	174
Subtotal State Premium				\$ 45,330
PREMIUM DISCOUNT	0063	69,725	0.07800	- 5,439
EXPENSE CONSTANT	0900			300
WAIVER OF OUR RIGHT TO RECOVER	0930		1.00000	500
TERRORISM	9740	7,485,000	0.02000	1,497
CATASTROPHE (OTHER THAN CERTIFIED ACTS OF TERRORIS	9741	7,485,000	0.02000	1,497
CA KEEP AT WORK	9880	84,786	0.90000	- 8,479
SCHEDULE CREDIT	9887	76,307	0.97000	- 2,289
EXPERIENCE MODIFICATION	9898	45,830	1.85000	38,956
CALIFORNIA WORKERS COMPENSATION FRAUD ASSESSMENT F	CA AST	67,580	1.00473	320
CA LABOR ENFORCEMENT & COMPLIANCE FUND	CA LEC	67,580	1.00227	154
CALIFORNIA OCCUPATIONAL SAFETY & HEALTH FUND	CA OSH	67,580	1.00258	175
CALIFORNIA SUBSEQUENT INJURIES BENEFITS TRUST FUND	CA SIB	67,580	1.00657	445
CALIFORNIA USER FUNDING SURCHARGE	CA SRG	67,580	1.02264	1,530
CALIFORNIA UNINSURED EMPLOYERS BENEFIT TRUST FUND	CA UEB	67,580	1.00077	52
CALIFORNIA INSURANCE GUARANTEE ASSOCIATION SURCHAR	CIGAS	67,580	1.00000	
COMMISSION ADJUSTMENT MODIFIER	SAAJC	74,018	0.94200	- 4,293
Total State Premium				\$ 70,256
Total Estimated Premium				\$ 70,256

INSURED COPY



3 HUTTON CENTRE DRIVE STE 550
SANTA ANA, CA 92707-8724

**Workers Compensation and Employers Liability
Insurance Policy**

Policy Number	Policy Period	
	From	To
WCV 5505143	07/01/2021	07/01/2022
12:01 A.M. Standard Time at the described location		

Transaction

INFORMATION PAGE

Named Insured and Address

A BETTER WAY INC
3200 ADELINE ST
BERKELEY CA 94703

AGRASCOEUR@ABETTERWAYINC.NET

Agent

COBB B LLC DBA LAMB INSURANCE
SERVICES
1100 EAST HECTOR STREET
CONSHOHOCKEN, PA 19428

Telephone: 610-941-0000

5060343

SCHEDULE OF COVERED WORKPLACES

Address

A BETTER WAY INC
3200 ADELINE ST
BERKELEY CA 94703-2407



3 HUTTON CENTRE DRIVE STE 550
SANTA ANA, CA 92707-8724

Workers Compensation and Employers Liability Insurance Policy

Policy Number	Policy Period	
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ENDORSEMENT SCHEDULE

State	Form Nbr.	Ed. Date	Description
CA	WC000421E	(1/21)	CTS (EX CRT TER ACT) PRM END
CA	WC000422C	(1/21)	TRISK INSPR REAUT ACT DCL EN
CA	WC040301D	(2/18)	POLICY AMENDATORY ENDORSEMENT
CA	WC040310	(1/95)	DUTY TO DEFEND - CA
CA	WC040331A	(4/16)	LIMIT/RESTR INS(RES RELATIVES)
CA	WC040360B	(1/15)	EMPL LIAB COV AMENDATORY EN
CA	WC040421	(1/08)	OPTIONAL PREM INCREASE EN
CA	WC040601A	(12/93)	CA CANCELLATION ENDORSEMENT
CA	WC040604	(9/20)	COVID-19 REPT REQ ENDT CA
CA	WC990003D	(7/19)	KEEP AT WORK
CA	WC990107B	(5/15)	SPECIAL CANCELLATION PROV
CA	WC990313C	(7/09)*	CA WAIVER OF OUR RIGHT
CA	WC990660	(5/17)	EXECUTION CLAUSE ENDORSEMENT

INSURED COPY



PO BOX 40790
LANSING, MI 48901-7990

A BETTER WAY INC
3200 ADELIN ST
BERKELEY CA 94703