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

#### Second Amendment

THIS AMENDMENT (this "Amendment") is made as of March 1, 2023, in San Francisco, California, by and between **Health Right 360** ("Contractor"), and the City and County of San Francisco, a municipal corporation ("City"), acting by and through its Director of the Office of Contract Administration.

#### **Recitals**

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

WHEREAS, City and Contractor desire to modify the Agreement on the terms and conditions set forth herein to extend the term, increase 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-16-2019 issued on December 19, 2019 and this modification is consistent therewith; and

WHEREAS, the scope of services described in Appendix A-1 (Check Writing Services) was competitively procured by the Department as required by San Francisco Administrative Code Chapter 21.1 through RFP-16-2019, issued on December 19, 2019, which allowed for contracts to have a duration up to 8 years, and this modification is consistent therewith to extend the term through December 31, 2028; and

WHEREAS, approval for this Amendment was obtained on February 3, 2020 from the Department of Human Resources on behalf of the Civil Service Commission under PSC number 41183-19/20 in the amount of \$85,000,000 for the period commencing January 1, 2021 and ending December 31, 2025; and

WHEREAS, approval for this Amendment under S.F. Charter 9.118 was obtained when the Board of Supervisors approved Resolution No. on .

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

#### **Article 1** Definitions

The following definitions shall apply to this Amendment:

- 1.1 **Agreement.** The term "Agreement" shall mean the Agreement dated January 1, 2021 as amended by the First Amendment dated July 1, 2021.
- 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**

- **2.1 Term of the Agreement.** *Section 2 Term of the Agreement currently reads as follows:*
- 2.1 The term of this Agreement shall commence on January 1, 2021 and expire on June 30, 2023, unless earlier terminated as otherwise provided herein.

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

- 2.1 The term of this Agreement shall commence on January 1, 2021 and expire on December 31, 2025, unless earlier terminated as otherwise provided herein.
- **2.2 Compensation.** *Section 3.3.1 Payment currently reads as follows:*
- **3.3.1 Payment**. Contractor shall provide an invoice to the City on a monthly basis for Services completed in the immediate preceding month, unless a different schedule is set out in Appendix B, "Calculation of Charges." Compensation shall be made for Services identified in the invoice that the Director of Health, in his or her sole discretion, concludes has been satisfactorily performed. Payment shall be made within 30 calendar days of receipt of the invoice, unless the City notifies the Contractor that a dispute as to the invoice exists. In no event shall the amount of this Agreement exceed **Forty-Six Million Seven Hundred Sixty-Six Thousand One Hundred Sixty Dollars** (\$46,766,160). 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:

- **3.3.1** Calculation of Charges. Contractor shall provide an invoice to the City on a monthly basis for Services completed in the immediate preceding month, unless a different schedule is set out in Appendix B, "Calculation of Charges." Compensation shall be 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 **One Hundred Seven Million Four Hundred Sixteen Thousand One Hundred Seventy-Two Dollars (\$107,416,172).** 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. City will not honor minimum service order changes for any services covered by this agreement.
- **2.3 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
- **2.4 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 3.3.4 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.

**2.5 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: <a href="https://sf.gov/confirm-vaccine-status-your-employees-and-subcontractors">https://sf.gov/confirm-vaccine-status-your-employees-and-subcontractors</a>.
- (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 <a href="https://sf.gov/confirm-vaccine-status-your-employees-and-subcontractors">https://sf.gov/confirm-vaccine-status-your-employees-and-subcontractors</a> (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.
- **2.6 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 \$3,000,000 each occurrence for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations.
- (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 Liability 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: <a href="mailto:insurance-contractsrm410@sfdph.org">insurance-contractsrm410@sfdph.org</a>.
- (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.
- 2.7 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.
- **2.8 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

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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.

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.

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.

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.

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.

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

- **2.9** California Attorney General's Registry of Charitable Trusts. The following is hereby added to Article 11 of the Agreement.
- 11.15 California Attorney General's Registry of Charitable Trusts. If a Contractor is a non-profit entity, the Contractor represents that it is in good standing with the California Attorney General's Registry of Charitable Trusts and will remain in good standing during the term of this Agreement. Contractor shall immediately notify City of any change in its eligibility to perform under the Agreement. Upon City request, Contractor shall provide documentation demonstrating its compliance with applicable legal requirements. If Contractor will use any subcontractors to perform the Agreement, Contractor is responsible for ensuring they are also in compliance with the California Attorney General's Registry of Charitable Trusts at the time of contract execution and for the duration of the agreement. Any failure by Contractor or any subcontractors to remain in good standing with applicable requirements shall be a material breach of this Agreement.
- **2.10 Applicable Law.** *The following is hereby added to Article 11 of the Agreement.*
- 11.16 Applicable Law. This Agreement will be governed by, construed, and enforced in accordance with the laws of the State of California and City's Charter. Any legal suit, action, or proceeding arising out of or relating to this Agreement shall be instituted in the Superior Court for the City and County of San Francisco, and each party agrees to the exclusive jurisdiction of such court in any such suit, action, or proceeding (excluding bankruptcy matters). The parties irrevocably and unconditionally waive any objection to the laying of venue of any suit, action, or proceeding in such court and irrevocably waive and agree not to plead or claim that any suit, action, or proceeding brought in San Francisco Superior Court relating to this Agreement has been brought in an inconvenient forum. The Parties also unconditionally and irrevocably waive any right to remove any such suit, action, or proceeding to Federal Court.
- **2.11 Business Associate Agreement:** *The following is hereby added to Article 13 of the Agreement, replacing the previous Section 13.3 in its entirety:*
- **13.3 Business Associate Agreement.** The parties acknowledge that City is a Covered Entity as defined in the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and is required to comply with the HIPAA Privacy Rule governing the access, use, disclosure, transmission, and storage of protected health information (PHI) and the Security Rule under the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("the HITECH Act").

#### The parties acknowledge that CONTRACTOR will:

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

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

- a. **Appendix E** SFDPH Business Associate Agreement (BAA) (8-3-2022)
  - 1. SFDPH Attestation 1 PRIVACY (06-07-2017)
  - 2. SFDPH Attestation 2 DATA SECURITY (06-07-2017)
- 2. NOT do any of the activities listed above in subsection 1;

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

- 2.12 Appendices A and A-1 dated 07/01/22 are hereby added to the Agreement for 2022-23.
- 2.13 Appendix B and B-1 dated 07/01/22 are hereby added to the Agreement for 2022-23.
- 2.14 Appendix D dated 07/01/21 is hereby deleted and Appendix D dated 07/01/22 is hereby added to the Agreement for 2022-23.
- 2.15 Appendix E, BAA, dated 04/12/18 is hereby deleted and Appendix E, BAA dated 08/03/22 is hereby added to the Agreement for 2022-23.
- 2.16 Appendix F, Invoices, dated 03/03/23 are hereby added to the Agreement for 2022-23.

#### **Article 3** Effective Date

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

### Article 4 Legal Effect

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

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

CITY	CONTRACTOR	
Recommended by:	Health Right 360  Docusigned by:  Vilka Eisen	E/0/0000   0.50 AM DDT
	Vitka Fisen	5/3/2023   9:59 AM PDT
Grant Colfax Director of Health Department of Public Health	Chief Executive Director 1735 Mission Street San Francisco, CA 94103	
	City Supplier ID: 0000018936	
Approved as to Form:		
David Chiu City Attorney		
By: Louise Simpson Deputy City Attorney		
Approved:		
Sailaja Kurella Director, Office of Contract Administration, and Purchaser		

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

#### 1. Terms

#### A. Contract Administrator:

In performing the Services hereunder, Contractor shall report to David Pating, 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. <u>Admission Policy</u>:

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. <u>Infection Control, Health and Safety</u>:

- (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. <u>Client Fees and Third-Party Revenue</u>:

- (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. <u>Patients' Rights</u>:

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, CONTACTOR 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. <u>Compliance with Grant Award Notices</u>:

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

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

## 2. Description of Services

Contractor agrees to perform the following Services:

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

The detailed description of services is listed below and are attached hereto:

Appendix A-1 – Check Writing Services

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

## 1. Agency and Program Identification

Name: HealthRIGHT360 Fiscal Administrator for BHS and Department of Homeless and

**Supportive Housing** 

Address: 1563 Mission Street

San Francisco, CA 94103

Phone: 415-226-1775

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	New	Renewal	X	Second Amendment

## 3. Background

The San Francisco Department of Public Health's (SFDPH) Behavioral Health Services (BHS) solicited proposals from qualified vendors to serve as a FISCAL INTERMEDIARY (CONTRACTOR) for checkwriting services for four types of BHS services:

- 1) Private Provider Network (PPN)/ Out of Network Provider Reimbursement;
- 2) Residential Care Facilities (RCFs);
- 3) Client wraparound services and related expenses; and
- 4) Emergency Housing/Stabilization Rooms and Related Expenses Workforce and Training and Other Emergent Needs such as Mental Health and Substance Use Disorder consultations, and hospital payments for psychiatric emergency and eating disorders.

The four types of services are described as follows:

## A. San Francisco Health Plan Private Provider Network (PPN)/Out of Network Provider Reimbursement:

On April 1, 1998, the Department assumed responsibility from the State for providing specialty mental health services to San Francisco Medi-Cal beneficiaries and other eligible San Francisco Mental Health Plan (SFMHP) members, including residents who are indigent and/or uninsured. Most of the providers of these services have a contract with BHS for the provision of these services. However, BHS utilizes non-contract providers to serve SFMHP members, who reside in other California counties, with emergency or urgent care needs. Since non-contract providers are not considered "VENDORS" in the City's accounts payable system, the SFMHP needs a FISCAL INTERMEDIARY (CONTRACTOR) mechanism to provide payment to non-contract providers, both within San Francisco County and out-of-county. A FISCAL INTERMEDIARY (CONTRACTOR) selected under this RFP will make claim payments to providers who are in the SFMHP Private Provider Network (PPN) but whose claims cannot be processed through the City's Controller's Office. (For the purposes of this RFP, a "provider" is defined as an entity that provides services directly to BHS clients.)

B. Residential Care Facilities (RCFs) and Residential Care Facilities for the Elderly (RCFEs)
BHS has as one of its longest-standing missions the goal of achieving and maintaining optimal health for its clients in non-institutional settings, such as, licensed Residential Care Facilities (RCFs) and licensed Residential Care Facilities for the Elderly (RCFEs). BHS recognizes these licensed facilities as a key component within the continuum of care that assists its clients to live in a stable community setting.

BHS needs a fiscal intermediary mechanism to provide payment to several dozen providers, both within San Francisco and out-of-county. Many of these providers are small, home-like operations that are owner-occupied licensed facilities unable to contract with the City and County of San Francisco but who are willing to enter into a Memorandum of Agreement ("MOA") regarding placement of mental health clients at their facility. BHS enters into a MOA with each participating provider and agrees to pay to the provider a daily per diem for each client or bed utilized by mental health clients. Payments are made either monthly or quarterly for services rendered during the previous month or quarter, or in some cases payments are made in advance of services rendered.

C. <u>Client Wraparound Services and Related Expenses</u>; Workforce and Training; and Emergent Needs BHS needs a FISCAL INTERMEDIARY (CONTRACTOR) to provide check writing and tracking services to support the function of providing client wraparound and related services. These fiscal management services include: direct check writing for services or expenses that will assist in a client's stabilization efforts, such as for emergency housing needs or food, and for non-emergency services such as transportation, clothing, and vocational training. Additionally, consultants are occasionally hired for amounts up to approximately \$10,000 to assist in various efforts related to the service delivery system, which may include work force or specialty training. Finally, there may be miscellaneous related costs that occur from time to time that require check writing to respond to emergent needs.

## D. Emergency Housing/Stabilization Rooms and Related Expenses , including for the Department of Homeless and Supportive Housing (HSH)

The Department requires a fiscal intermediary to provide payment to several providers within San Francisco. These providers are small hotel operators who have entered into a Memorandum of Agreement ("MOA") regarding placement of clients at their buildings for a limited time period. The Department or HSH enters into a MOA with each participating provider and agrees to pay to the provider a monthly rate for a specified number of rooms. Payments are made monthly or quarterly for services rendered during the previous month, or in some cases, payments are made in advance to secure the rooms. Furthermore, housing vouchers and housing subsidies are needed for clients served by four different UCSF programs: SFGH/UCSF case management programs: Citywide Case Management, Crisis Resolution Team (CRT), Emergency Department (ED), and Community Focus are managed through this agreement.

Target populations are all populations and ethnicities in San Francisco with focused expertise to address the unique needs of clients experiencing homelessness and clients with special needs who are referred by the San Francisco Homeless Outreach Team (SFHOT). This fiscal intermediary service includes managing monthly rental payments for rooms at the Kean, Riviera and Crystal hotels and up to 30 or more additional rooms at other sites identified throughout the year as necessary.

#### 4. Services to be Provided

CONTRACTOR. will provide fiscal intermediary check-writing services for the BHS Section of the San Francisco Department of Public Health. The check-writing services will be provided for the following types of services offered by BHS:

- 1. Private Provider Network (PPN)/ Out of Network Provider Reimbursement;
- 2. Residential Care Facilities (RCFs);
- 3. Client wraparound services and related expenses; and

4. Emergency Housing/Stabilization Rooms and Related Expenses Workforce and Training and Other Emergent Needs such as Mental Health and Substance Use Disorder consultations, and hospital payments for psychiatric emergency and eating disorders.

The FISCAL INTERMEDIARY (CONTRACTOR) will open and maintain a bank account to deposit contract funds, which are paid either weekly or monthly depending upon the type of service being paid for, and the FISCAL INTERMEDIARY (CONTRACTOR) will draw on such bank account funds on a weekly or monthly basis to pay BHS providers. The FISCAL INTERMEDIARY (CONTRACTOR) will not co-mingle BHS funds with non-BHS funds. BHS will require the FISCAL INTERMEDIARY (CONTRACTOR) to have adequate funds in the account(s) prior to writing and distributing checks against the account(s).

The FISCAL INTERMEDIARY (CONTRACTOR) will provide bank account status and an expenditure report by cost center to BHS monthly (See "General Procedures"), as well as an electronic file listing out information on checks issued. Additionally, a monthly invoice will be provided to BHS itemizing the total value of the checks, by cost center, and the value of the total check-writing fee. The monthly invoice will be required for reimbursement. Any bank interest earned in the bank account will be returned to BHS and any funds not utilized at the end of the fiscal year will be returned to BHS within 45 days, unless an alternative is negotiated. The FISCAL INTERMEDIARY (CONTRACTOR) will also keep records regarding an annual accounting of monies spent per provider and issue the annual Form 1099 to each provider, as necessary.

□ \$22 per check

This cost to BHS per check should be unrelated to the actual dollar value of the check and will be a fixed rate as determined by award of this RFP.

The FISCAL INTERMEDIARY (CONTRACTOR) shall provide a report each month following the month of check writing that displays:

- 1) To whom each check was paid,
- 2) Date of check,
- 3) Check number,
- 4) Date mailed,
- 5) Amount of check,
- 6) Account balance,
- 7) Individual cost center balances and
- 8) A monthly invoice indicating the value of the checks, by cost center and the total monthly check fee to be paid to the FISCAL INTERMEDIARY (CONTRACTOR).

### **GENERAL PROCEDURES:**

The procedures below are applicable to the check-writing services to be provided under this contract

1. Any disagreement about claims, payment inquiries, and other related issues from the providers will be handled and resolved by BHS.

- 2. The FISCAL INTERMEDIARY (CONTRACTOR) will maintain accounting records and disclosures.
- 3. The FISCAL INTERMEDIARY (CONTRACTOR) will adhere to BHS Confidentiality and Privacy requirements of maintaining provider financial information such as provider social security number, tax I.D. number, name, address, etc.
- 4. The FISCAL INTERMEDIARY (CONTRACTOR) will issue checks for claims based on authorized payment requests as submitted by the appropriate BHS Staff. See specific payment procedures for details about turnaround time for writing checks for the three types of BHS services.
- 5. The FISCAL INTERMEDIARY (CONTRACTOR) will be responsible for tracking all payments to each provider. The FISCAL INTERMEDIARY (CONTRACTOR) will keep individual provider's data of Federal ID number, report of monthly payment information, and generate annual Tax Form 1099 where applicable or requested by BHS. A final report (Annual Payment Summary) containing a summary of these 1099 records will be sent to BHS by January 31 of the New Year.
- 6. The FISCAL INTERMEDIARY (CONTRACTOR) will develop and generate contract budget modifications as directed by BHS. The FISCAL INTERMEDIARY (CONTRACTOR) will obtain prior approval from BHS before changing a budget.
- 7. The FISCAL INTERMEDIARY (CONTRACTOR) will comply with audit requirements as pursuant to the contract.
- 8. The FISCAL INTERMEDIARY (CONTRACTOR) will comply with cost report requirements as directed by BHS, including annual settlement and reconciliation procedures.
- 9. The FISCAL INTERMEDIARY (CONTRACTOR) will provide access to financial records and internal back-up documents related to BHS funds as requested by BHS.
- 10. The FISCAL INTERMEDIARY (CONTRACTOR) will provide insurance for liability and malpractice as outlined in the insurance requirements attached. As well as any bonding required by the Dept

#### **PAYMENT PROCEDURES:**

#### Private Practitioners Monthly Payment Procedures:

- 1. The BHS Claims Supervisor or BHS Billing Manager will send multiple weekly batches of authorized request for payments to CONTRACTOR via encrypted e-mail message and followed by a confidential fax.
- 2. CONTRACTOR will direct all claim and payment questions to the BHS Claims Supervisor or Billing Manager for solution.
- 3. CONTRACTOR will write checks based upon payment requests received, and return the checks within three business days from the date the request is received to the BHS Claims Supervisor. The

BHS Claims Supervisor will reconcile check amounts against the payment request and Explanation of Benefits (EOBs) and then will mail checks to providers.

#### Residential Care Facility and Residential Care Facility for the Elderly Monthly Payment Procedures:

- 1. BHS will send authorized payment requests once a month to CONTRACTOR, Inc. via encrypted email message and followed by a confidential fax.
- 2. CONTRACTOR will write checks based upon payment requests received and will mail the checks within five business days of receiving the request directly to the RCFs and RCFEs.
- 3. CONTRACTOR will direct all claim and payment questions to BHS for resolution.
- 4. CONTRACTOR will mail a check and a photocopy of the invoice to each residential care provider no later than the 20th day of each month.
- 5. CONTRACTOR will send the following information monthly to the BHS RCNM: a) a profit-loss statement of how much was paid out and a general ledger report, b) a budget vs. actual report, c) a bank statement report, and d) a cost reimbursement report. CONTRACTOR will also prepare an End-of-the-Year reconciliation report.

## Client Wraparound Services and All Other Monthly Payment Procedures:

- 1. BHS will send requests for payments to CONTRACTOR. CONTRACTOR will issue checks within five working days from the date the request is received. Checks will be distributed directly to the provider, or based on separate instructions.
- 2. CONTRACTOR will provide record keeping for all funding transactions.
- 3. CONTRACTOR will pay all consultant expenses approved by BHS and is responsible for maintaining agreement with consultants.

The checks will be prepared by a staff accountant who forwards the checks and a copy of the payment request to the manager for review. The checks will be signed by the principal of the firm who will then forward the checks and payment requests to the appropriate persons. Monthly and annual reports will be prepared and maintained by the firm manager who will forward the required reports to BHS by the 15<sup>th</sup> of the following month.

## Department of Homeless and Supportive Housing:

1. BHS will send requests for payments to the FISCAL INTERMEDIARY (CONTRACTOR) as they are received by BHS. The FISCAL INTERMEDIARY (CONTRACTOR) will issue and mail checks within five working/business days from the date the request is received via confidential fax. Original copy of the request will be mail to FISCAL INTERMEDIARY (Contractor) for record keeping. Checks will be mailed directly to the provider, or based on separate instructions.

- 2. The FISCAL INTERMEDIARY (CONTRACTOR) will direct all claim and payment questions to the BHS Claims Supervisor or Billing Manager for solution. Hotel operators will not be contacted by FISCAL INTERMEDIARY (CONTRACTOR).
- 3. The FISCAL INTERMEDIARY (CONTRACTOR) will provide record keeping for all funding transactions.
- 4. The FISCAL INTERMEDIARY (CONTRACTOR) will send the following information monthly to the BHS RCNM: a) a profit-loss statement of how much was paid out and a general ledger report, b) a budget vs. actual report, c) a bank statement report, and d) a cost reimbursement report. An End-of-the-Year reconciliation report is also required.

The FISCAL INTERMEDIARY (CONTRACTOR) will pay all expenses approved by the Department of Homeless and Supportive Housing

Reports to be provided by the FISCAL INTERMEDIARY (CONTRACTOR) to BHS/ Department of Homeless and Supportive Housing:

- 1. Monthly payment summary containing the following payment information: dollar amount of each check, check date, check numbers, and a copy of the authorized payment request marked "PAID" and date-stamped on the invoice to document the date of check mailing.
- 2. Annual payment summary on fiscal year basis.
- 3. Monthly photocopy of bank statement(s), which will be a separate account opened and maintained by FISCAL INTERMEDIARY (CONTRACTOR). FISCAL INTERMEDIARY (CONTRACTOR) will not co-mingle non-BHS funds in the bank account with BHS funds.
- 4. Monthly Fee Statement: FISCAL INTERMEDIARY (CONTRACTOR) will submit a monthly invoice detailing the value of all of the checks written, categorized by cost center, and the total value of the check fees to be paid to the FISCAL INTERMEDIARY (CONTRACTOR) within 15 working days following the end of the previous calendar month. The FISCAL INTERMEDIARY (CONTRACTOR) will not be entitled to any bank interest earned by the account. BHS will monitor fee statements and number of checks issued in each calendar month submitted by FISCAL INTERMEDIARY (CONTRACTOR).
- 5. Monthly Accounts Payable Cost Center Report that contains revenue and expenditure detail by cost center and general ledger detail.

## Appendix B Calculation of Charges

## 1. Method of Payment

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

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

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

# (2) <u>For contracted services reimbursable by Cost Reimbursement (Monthly Reimbursement for Actual Expenditures within Budget):</u>

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

#### B. Final Closing Invoice

## (1) <u>For contracted services reimbursable by Fee for Service Reimbursement:</u>

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) <u>For contracted services reimbursable by Cost Reimbursement:</u>

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

- C. All amounts paid by CITY to CONTRACTOR shall be subject to audit by CITY.
- D. Upon the effective date of this Agreement, and contingent upon prior approval by the CITY'S Department of Public Health of an invoice or claim submitted by Contractor, and of each year's revised Appendix A (Description of Services) and each year's revised Appendix B (Program Budget and Cost

Reporting Data Collection Form), and within each fiscal year, the CITY agrees to make an initial payment to CONTRACTOR not to exceed twenty-five per cent (25%) of the General Fund and Mental Health Service Act (Prop 63) portions of the CONTRACTOR'S allocation for the applicable fiscal year.

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

## 2. Program Budgets and Final Invoice

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

Appendix B-1 Check Writing Services

- B. CONTRACTOR understands that, of this maximum dollar obligation listed in section 3.3.1 of this Agreement, \$6,866,610 is included as a contingency amount and is neither to be used in Program Budgets attached to this Appendix, or available to Contractor without a modification to this Agreement as specified in Section 3.7 Contract Amendments; Budgeting Revisions. Contractor further understands that no payment of any portion of this contingency amount will be made unless and until such modification or budget revision has been fully approved and executed in accordance with applicable City and Department of Public Health laws, regulations and policies/procedures and certification as to the availability of funds by Controller. Contractor agrees to fully comply with these laws, regulations, and policies/procedures.
- C. For each fiscal year of the term of this Agreement, CONTRACTOR shall submit for approval of the CITY's Department of Public Health a revised Appendix A, Description of Services, and a revised Appendix B, Program Budget and Cost Reporting Data Collection form, based on the CITY's allocation of funding for SERVICES for the appropriate fiscal year. CONTRACTOR shall create these Appendices in compliance with the instructions of the Department of Public Health. These Appendices shall apply only to the fiscal year for which they were created. These Appendices shall become part of this Agreement only upon approval by the CITY.
- D. The amount for each fiscal year, to be used in Appendix B, Budget and available to CONTRACTOR for that fiscal year shall conform with the Appendix A, Description of Services, and Appendix B, Program Budget and Cost Reporting Data Collection form, as approved by the CITY's Department of Public Health based on the CITY's allocation of funding for SERVICES for that fiscal year.

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

(1). Estimated Funding Allocations

January 1, 2021 - June 30, 2021	\$7,160,074
July 1, 2021- June 30, 2022	\$13,965,202
July 1, 2022- June 30, 2023	\$22,202,534
July 1, 2023- June 30, 2024	\$22,202,534
July 1, 2024- June 30, 2025	\$23,049,653
July 1, 2025- Dec 31, 2025	\$11,969,565
January 1, 2021 - Dec 31, 2025 Contingency	\$6,866,610
TOTAL January 1, 2021 - Dec 31, 2025	\$107,416,172

## 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.

#### HealthRIGHT360

Appendix B-1: Fiscal Intermediary Budget and Fee Fiscal Year FY22/23

		Date: 07/01/22				
		Fee \$22 as of 3/1/23	PeopleSoft Charge Codes	2022-23 Funding Notification #1 Oct 11, 2022	2022-23 Funding Notification #4 Feb 23, 2023	2022-23 Amendment Two (BOS) March 1, 2023
Division		Funding Source				
BHS	General Fund	HMHMLT730416	240645-10000-10026703-0001	16,942,375		16,942,375
BHS	General Fund	HMHMCC730515	251984-10000-10001792-0001	837,186	50,000	887,186
BHS		Adult RCF/E and SNF Beds (Beds & Fac)	240645-21531-10037398-0004	629,625		629,625
		Adult RCF/E and SNF Beds (Beds & Fac	240645-21531-10037398-0003			
BHS		Psych SNF)		1,060,000		1,060,000
BHS		MHBG-CRRSAA Adult ER Stab Rooms	240645-10001-10038987-0001	168,013		168,013
BHS	Grant	HCHPDTBCTLGR-HCPD211901	251974-10001-10038080-0002	25,000		25,000
BHS	Grant	HMHMRCGRANTS HMM007-1901 CFDA#93.958	251984-10001-10035198-0001	-		-
BHS	Grant	HMHMRCGRANTS HMM007-1901 CFDA#93.958	251984-10001-10036957-0001		100,000	100,000
BHS	Project	HMHMPROP63 PMHS63	251984-17156-10031199-0043	-		-
BHS	Project	HMHMPROP63 PMHS63	251984-17156-10031199-0045	-		-
BHS	Project	HMHMPROP63 PMHS63	251984-17156-10031199-0046	-		-
BHS	Project	HMHMPROP63 PMHS63	251984-17156-10031199-0047	-		-
BHS	Project	HMHMPROP63 PMHS63	251984-17156-10031199-0048	-		-
BHS	Work Order	Work Order	251984-10002-10033255-0005	20,000	25,000	45,000
BHS	Project	HMHMPROP63 PMHS63	251984-17156-10031195-0007	460,754		460,754
BHS	Project	HMHMPROP63 PMHS63	251984-17156-10031199-0070	81,000		81,000
BHS BHS	Project	HMHMPROP63 PMHS63	251984-17156-10031199-0071	381,910		381,910
BHS	Project Project	HMHMPROP63 PMHS63	251984-17156-10031199-0072	15,000 125,000		15,000 125,000
BHS	Project	HMHMPROP63 PMHS63 HMHMPROP63 PMHS63	251984-17156-10031199-0073	261,100	100,000	361,100
DITIS	Trojecc	IHMHMPROP63 PMHS63	251984-17156-10031199-0074 251984-21481-10036570-0001	201,100	150,000	150,000
Sub Adult	MH Total:		1231784-21481-10030370-0001	21,006,963	425,000	21,431,963
					<u>, , , , , , , , , , , , , , , , , , , </u>	, ,
BHS	General Fund	HMHMCP751594	251962-10000-10001670-0001	412,702		412,702
BHS	General Fund	HMHMCP8828CH - Cap MediCal	251962-10000-10001794-0001	110,000		110,000
BHS	Work Order	HMHMCHTBSSWO	251962-10002-10001803-0012	33,572		33,572
BHS	Work Order	HMHMCHTHFCWO	251962-10002-10001803-0013	-		-
BHS	Work Order	HMHMCHPTINWO	251962-10002-10001803-0013	-		
BHS	Work Order	HMHMCHPTRIWO	251962-10002-10001800-0002	-		
BHS	Work Order	HMHMPROP63	251984-17156-10031199-0042	•		•
BHS	Work Order Work Order	HMHMPROP63		20,000		20.000
	ren MH Total:	I IIVII IIVII IIVII IXOF03	251984-17156-10031199-0069	30,000 586,274		30,000 586,274
		I IHMHSOTHERSGF	240545 40000 40004504 5555			,
BHS	General Fund		240646-10000-10001681-0008	184,297		184,297
	SA/Check Fees Tot	tal:		184,297		184,297
HUH						
SF HOT	SF Homeless Outre	HOMHOUSINGF	203646-10000-10026739-0001	-		-
Sub HUH	Total			0		0
G. Total:	rotal.			-		
O. Total.				21,777,534		<b>22,202,534</b> (425,000)

(425,000)

#### APPENDIX D

## **Data Access Agreement**

#### **Article 1 Access**

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

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

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

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

- 1. 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 D System Specific Requirements

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

#### **A.** SFDPH Care Link Requirements:

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

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

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

- associated costs. Agency shall ensure that Agency Data Users access the System only through equipment owned or leased and maintained by Agency.
- 2. Application For Access and Compliance with Epic Terms and Conditions.
  - a) Prior to entering into agreement with SFDPH to access SFDPH Epic Hyperspace or Epic Hyperdrive, Agency must first complete an Application For Access with Epic Systems Corporation of Verona, WI. The Application For Access is found at: https://userweb.epic.com/Forms/AccessApplication. Epic Systems Corporation must notify SFDPH, in writing, of Agency's permissions to access SFDPH Epic Hyperspace or Epic Hyperdrive prior to completing this agreement. Agency will at all times access and use the system strictly in accordance with the Epic Terms and Conditions.

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

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

## **Attachment 2 to Appendix D**

## Protected Information Destruction Order Purge Certification - Contract ID # 1000018756

In accordance with section 3.c (Effect of Termination) of the Business Associate Agreement, attached as Appendix E to the Agreement between the City and Contractor dated August 3, 2022 ("Agreement"), the City hereby directs Contractor to destroy all Protected Information that Contractor and its agents and subcontractors (collectively "Contractor") still maintain in any form. Contractor may retain no copies of destroyed Protected Information." Destruction must be in accordance with the guidance of the Secretary of the U.S. Department of Health and Human Services ("Secretary") regarding proper destruction of PHI.

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

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

\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*

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

So Certified				
Signature				
Γitle:				
	-			
Date:				

#### APPENDIX E



## San Francisco Department of Public Health **Business Associate Agreement**

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

## **RECITALS**

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

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

#### 1. Definitions.

a. Breach means the unauthorized acquisition, access, use, or disclosure of PHI that compromises the security or privacy of such information, except where an unauthorized person to whom such information is disclosed would not reasonably have been able to retain such information, and shall 1 | Page OCPA & CAT v8/3/2022

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### APPENDIX E



## San Francisco Department of Public Health Business Associate Agreement

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

- **b. Breach Notification Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and D.
- **c. Business Associate** is a person or entity that performs certain functions or activities that involve the use or disclosure of protected health information received from a covered entity, but other than in the capacity of a member of the workforce of such covered entity or arrangement, and shall have the meaning given to such term under the Privacy Rule, the Security Rule, and the HITECH Act, including, but not limited to, 42 U.S.C. Section 17938 and 45 C.F.R. Section 160.103.
- **d.** Covered Entity means a health plan, a health care clearinghouse, or a health care provider who transmits any information in electronic form in connection with a transaction covered under HIPAA Regulations, and shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 C.F.R. Section 160.103.
- **e. Data Aggregation** means the combining of Protected Information by the BA with the Protected Information received by the BA in its capacity as a BA of another CE, to permit data analyses that relate to the health care operations of the respective covered entities, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- **f. Designated Record Set** means a group of records maintained by or for a CE, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- **g.** Electronic Protected Health Information means Protected Health Information that is maintained in or transmitted by electronic media and shall have the meaning given to such term under HIPAA and the HIPAA Regulations, including, but not limited to, 45 C.F.R. Section 160.103. For the purposes of this BAA, Electronic PHI includes all computerized data, as defined in California Civil Code Sections 1798.29 and 1798.82.
- **h.** Electronic Health Record means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff, and shall have the meaning given to such term under the HITECH Act, including, but not limited to, 42 U.S.C. Section 17921.
- **i. Health Care Operations** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- **j. Privacy Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and E.



### San Francisco Department of Public Health Business Associate Agreement

- **k. Protected Health Information or PHI** means any information, including electronic PHI, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Sections 160.103 and 164.501. For the purposes of this BAA, PHI includes all medical information and health insurance information as defined in California Civil Code Sections 56.05 and 1798.82.
- **l. Protected Information** shall mean PHI provided by CE to BA or created, maintained, received or transmitted by BA on CE's behalf.
- **m. Security Incident** means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system, and shall have the meaning given to such term under the Security Rule, including, but not limited to, 45 C.F.R. Section 164.304.
- **n. Security Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and C.
- **o.** Unsecured PHI means PHI that is not secured by a technology standard that renders PHI unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute, and shall have the meaning given to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to, 42 U.S.C. Section 17932(h) and 45 C.F.R. Section 164.402.

#### 2. Obligations of Business Associate.

- **a.** Attestations. Except when CE's data privacy officer exempts BA in writing, the BA shall complete the following forms, attached and incorporated by reference as though fully set forth herein, SFDPH Attestations for Privacy (Attachment 1) and Data Security (Attachment 2) within sixty (60) calendar days from the execution of the Agreement. If CE makes substantial changes to any of these forms during the term of the Agreement, the BA will be required to complete CE's updated forms within sixty (60) calendar days from the date that CE provides BA with written notice of such changes. BA shall retain such records for a period of seven years after the Agreement terminates and shall make all such records available to CE within 15 calendar days of a written request by CE.
- **b.** User Training. The BA shall provide, and shall ensure that BA subcontractors, provide, training on PHI privacy and security, including HIPAA and HITECH and its regulations, to each employee or agent that will access, use or disclose Protected Information, upon hire and/or prior to



#### San Francisco Department of Public Health Business Associate Agreement

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

- **c. Permitted Uses.** BA may use, access, and/or disclose Protected Information only for the purpose of performing BA's obligations for, or on behalf of, the City and as permitted or required under the Agreement and BAA, or as required by law. Further, BA shall not use Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so used by CE. However, BA may use Protected Information as necessary (i) for the proper management and administration of BA; (ii) to carry out the legal responsibilities of BA; (iii) as required by law; or (iv) for Data Aggregation purposes relating to the Health Care Operations of CE [45 C.F.R. Sections 164.502, 164.504(e)(2). and 164.504(e)(4)(i)].
- d. Permitted Disclosures. BA shall disclose Protected Information only for the purpose of performing BA's obligations for, or on behalf of, the City and as permitted or required under the Agreement and BAA, or as required by law. BA shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so disclosed by CE. However, BA may disclose Protected Information as necessary (i) for the proper management and administration of BA; (ii) to carry out the legal responsibilities of BA; (iii) as required by law; or (iv) for Data Aggregation purposes relating to the Health Care Operations of CE. If BA discloses Protected Information to a third party, BA must obtain, prior to making any such disclosure, (i) reasonable written assurances from such third party that such Protected Information will be held confidential as provided pursuant to this BAA and used or disclosed only as required by law or for the purposes for which it was disclosed to such third party, and (ii) a written agreement from such third party to immediately notify BA of any breaches, security incidents, or unauthorized uses or disclosures of the Protected Information in accordance with paragraph 2 (n) of this BAA, to the extent it has obtained knowledge of such occurrences [42 U.S.C. Section 17932; 45 C.F.R. Section 164.504(e)]. BA may disclose PHI to a BA that is a subcontractor and may allow the subcontractor to create, receive, maintain, or transmit Protected Information on its behalf, if the BA obtains satisfactory assurances, in accordance with 45 C.F.R. Section 164.504(e)(1), that the subcontractor will appropriately safeguard the information [45 C.F.R. Section 164.502(e)(1)(ii)].
- **e. Prohibited Uses and Disclosures.** BA shall not use or disclose Protected Information other than as permitted or required by the Agreement and BAA, or as required by law. BA shall not use or disclose Protected Information for fundraising or marketing purposes. BA shall not disclose Protected Information to a health plan for payment or health care operations purposes if the patient has requested



### San Francisco Department of Public Health Business Associate Agreement

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

- **f. Appropriate Safeguards.** BA shall take the appropriate security measures to protect the confidentiality, integrity and availability of PHI that it creates, receives, maintains, or transmits on behalf of the CE, and shall prevent any use or disclosure of PHI other than as permitted by the Agreement or this BAA, including, but not limited to, administrative, physical and technical safeguards in accordance with the Security Rule, including, but not limited to, 45 C.F.R. Sections 164.306, 164.308, 164.310, 164.312, 164.314, 164.316, and 164.504(e)(2)(ii)(B). BA shall comply with the policies and procedures and documentation requirements of the Security Rule, including, but not limited to, 45 C.F.R. Section 164.316, and 42 U.S.C. Section 17931. BA is responsible for any civil penalties assessed due to an audit or investigation of BA, in accordance with 42 U.S.C. Section 17934(c).
- **g.** Business Associate's Subcontractors and Agents. BA shall ensure that any agents and subcontractors that create, receive, maintain or transmit Protected Information on behalf of BA, agree in writing to the same restrictions and conditions that apply to BA with respect to such PHI and implement the safeguards required by paragraph 2.f. above with respect to Electronic PHI [45 C.F.R. Section 164.504(e)(2) through (e)(5); 45 C.F.R. Section 164.308(b)]. BA shall mitigate the effects of any such violation.
- h. Accounting of Disclosures. Within ten (10) calendar days of a request by CE for an accounting of disclosures of Protected Information or upon any disclosure of Protected Information for which CE is required to account to an individual, BA and its agents and subcontractors shall make available to CE the information required to provide an accounting of disclosures to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528, and the HITECH Act, including but not limited to 42 U.S.C. Section 17935 (c), as determined by CE. BA agrees to implement a process that allows for an accounting to be collected and maintained by BA and its agents and subcontractors for at least seven (7) years prior to the request. However, accounting of disclosures from an Electronic Health Record for treatment, payment or health care operations purposes are required to be collected and maintained for only three (3) years prior to the request, and only to the extent that BA maintains an Electronic Health Record. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed; and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of



#### San Francisco Department of Public Health Business Associate Agreement

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

- i. Access to Protected Information. BA shall make Protected Information maintained by BA or its agents or subcontractors in Designated Record Sets available to CE for inspection and copying within (5) days of request by CE to enable CE to fulfill its obligations under state law [Health and Safety Code Section 123110] and the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.524 [45 C.F.R. Section 164.504(e)(2)(ii)(E)]. If BA maintains Protected Information in electronic format, BA shall provide such information in electronic format as necessary to enable CE to fulfill its obligations under the HITECH Act and HIPAA Regulations, including, but not limited to, 42 U.S.C. Section 17935(e) and 45 C.F.R. 164.524.
- **j.** Amendment of Protected Information. Within ten (10) days of a request by CE for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, BA and its agents and subcontractors shall make such Protected Information available to CE for amendment and incorporate any such amendment or other documentation to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R Section 164.526. If an individual requests an amendment of Protected Information directly from BA or its agents or subcontractors, BA must notify CE in writing within five (5) days of the request and of any approval or denial of amendment of Protected Information maintained by BA or its agents or subcontractors [45 C.F.R. Section 164.504(e)(2)(ii)(F)].
- **k.** Governmental Access to Records. BA shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to CE and to the Secretary of the U.S. Department of Health and Human Services (the "Secretary") for purposes of determining BA's compliance with HIPAA [45 C.F.R. Section 164.504(e)(2)(ii)(I)]. BA shall provide CE a copy of any Protected Information and other documents and records that BA provides to the Secretary concurrently with providing such Protected Information to the Secretary.
- **I. Minimum Necessary.** BA, its agents and subcontractors shall request, use and disclose only the minimum amount of Protected Information necessary to accomplish the intended purpose of such use, disclosure, or request. [42 U.S.C. Section 17935(b); 45 C.F.R. Section 164.514(d)]. BA understands and agrees that the definition of "minimum necessary" is in flux and shall keep itself informed of guidance issued by the Secretary with respect to what constitutes "minimum necessary" to accomplish the intended purpose in accordance with HIPAA and HIPAA Regulations.
- **m. Data Ownership.** BA acknowledges that BA has no ownership rights with respect to the Protected Information.



### San Francisco Department of Public Health Business Associate Agreement

- n. Notification of Breach. BA shall notify CE within 5 calendar days of any breach of Protected Information; any use or disclosure of Protected Information not permitted by the BAA; any Security Incident (except as otherwise provided below) related to Protected Information, and any use or disclosure of data in violation of any applicable federal or state laws by BA or its agents or subcontractors. The notification shall include, to the extent possible, the identification of each individual whose unsecured Protected Information has been, or is reasonably believed by the BA to have been, accessed, acquired, used, or disclosed, as well as any other available information that CE is required to include in notification to the individual, the media, the Secretary, and any other entity under the Breach Notification Rule and any other applicable state or federal laws, including, but not limited, to 45 C.F.R. Section 164.404 through 45 C.F.R. Section 164.408, at the time of the notification required by this paragraph or promptly thereafter as information becomes available. BA shall take (i) prompt corrective action to cure any deficiencies and (ii) any action pertaining to unauthorized uses or disclosures required by applicable federal and state laws. [42 U.S.C. Section 17921; 42 U.S.C. Section 17932; 45 C.F.R. 164.410; 45 C.F.R. Section 164.504(e)(2)(ii)(C); 45 C.F.R. Section 164.308(b)]
- o. Breach Pattern or Practice by Business Associate's Subcontractors and Agents. Pursuant to 42 U.S.C. Section 17934(b) and 45 C.F.R. Section 164.504(e)(1)(iii), if the BA knows of a pattern of activity or practice of a subcontractor or agent that constitutes a material breach or violation of the subcontractor or agent's obligations under the Contract or this BAA, the BA must take reasonable steps to cure the breach or end the violation. If the steps are unsuccessful, the BA must terminate the contractual arrangement with its subcontractor or agent, if feasible. BA shall provide written notice to CE of any pattern of activity or practice of a subcontractor or agent that BA believes constitutes a material breach or violation of the subcontractor or agent's obligations under the Contract or this BAA within five (5) calendar days of discovery and shall meet with CE to discuss and attempt to resolve the problem as one of the reasonable steps to cure the breach or end the violation.

#### 3. Termination.

- **a. Material Breach.** A breach by BA of any provision of this BAA, as determined by CE, shall constitute a material breach of the Agreement and this BAA and shall provide grounds for immediate termination of the Agreement and this BAA, any provision in the AGREEMENT to the contrary notwithstanding. [45 C.F.R. Section 164.504(e)(2)(iii).]
- **b.** Judicial or Administrative Proceedings. CE may terminate the Agreement and this BAA, effective immediately, if (i) BA is named as defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws or (ii) a finding or stipulation that the BA has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.



### San Francisco Department of Public Health Business Associate Agreement

- **c.** Effect of Termination. Upon termination of the Agreement and this BAA for any reason, BA shall, at the option of CE, return or destroy all Protected Information that BA and its agents and subcontractors still maintain in any form, and shall retain no copies of such Protected Information. If return or destruction is not feasible, as determined by CE, BA shall continue to extend the protections and satisfy the obligations of Section 2 of this BAA to such information, and limit further use and disclosure of such PHI to those purposes that make the return or destruction of the information infeasible [45 C.F.R. Section 164.504(e)(2)(ii)(J)]. If CE elects destruction of the PHI, BA shall certify in writing to CE that such PHI has been destroyed in accordance with the Secretary's guidance regarding proper destruction of PHI. Per the Secretary's guidance, the City will accept destruction of electronic PHI in accordance with the standards enumerated in the NIST SP 800-88, Guidelines for Media Sanitization. The City will accept destruction of PHI contained in paper records by shredding, burning, pulping, or pulverizing the records so that the PHI is rendered unreadable, indecipherable, and otherwise cannot be reconstructed.
- **d.** Civil and Criminal Penalties. BA understands and agrees that it is subject to civil or criminal penalties applicable to BA for unauthorized use, access or disclosure or Protected Information in accordance with the HIPAA Regulations and the HITECH Act including, but not limited to, 42 U.S.C. 17934 (c).
- **e. Disclaimer.** CE makes no warranty or representation that compliance by BA with this BAA, HIPAA, the HITECH Act, or the HIPAA Regulations or corresponding California law provisions will be adequate or satisfactory for BA's own purposes. BA is solely responsible for all decisions made by BA regarding the safeguarding of PHI.

#### 4. Amendment to Comply with Law.

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



### San Francisco Department of Public Health Business Associate Agreement

#### 5. Reimbursement for Fines or Penalties.

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

Attachment 1 – SFDPH Privacy Attestation, version 06-07-2017 Attachment 2 – SFDPH Data Security Attestation, version 06-07-2017

Office of Compliance and Privacy Affairs San Francisco Department of Public Health 101 Grove Street, Room 330, San Francisco, CA 94102

Email: <a href="mailto:compliance.privacy@sfdph.org">compliance.privacy@sfdph.org</a> Hotline (Toll-Free): 1-855-729-6040

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			PRIVACY ATTESTATION				
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UR ORGANIZAT	ION					Yes	No <sup>3</sup>
formal Privacy	Policies that com	ply with th	e Health Insurance Portability and Accountability Act (F	IIPAA)?			
a Privacy Office	r or other individ	dual desigr	ted as the person in charge of investigating privacy br	eaches or i	related incidents?		
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tors who serve	patients/clients	and have	ccess to SFDPH PHI, must also complete this section.				
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(or will have if/	when applicable)	) evidence	hat SFDPH Service Desk (628-206-SERV) was notified to	de-provi	sion employees who have access to		
H health inform	ation record syst	ems withi	2 business days for regular terminations and within 24	hours for	terminations due to cause?		
evidence in eac	h patient's / clier	nt's chart o	electronic file that a Privacy Notice that meets HIPAA	regulation	ns was provided in the patient's /		
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ment each discl	osure of a patien	ıt's/client's	health information for purposes other than treatment	payment.	or operations?		
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<u>comp</u>	liance.privacy@	osfdph.or	for a consultation. All "No" or "N/A" answers mu	ist be rev	iewed and approved by OCPA belo	W.	
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Contractor Name:	Contractor	
	City Vendor ID	

#### **DATA SECURITY ATTESTATION**

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

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

#### I. All Contractors

DC	<b>ES YOU</b>	IR ORGANIZA	ATION				Yes	No*		
Α	Condu	ict assessme	nts/audits of your data security safeguards to	demonstrate and document	compliance with your	r security policies and the				
			PAA/HITECH at least every two years? [Retain			, ,				
В	Use findings from the assessments/audits to identify and mitigate known risks into documented remediation plans?									
			st Data Security Risk Assessment/Audit:		'					
		Name of f	irm or person(s) who performed the							
			nt/Audit and/or authored the final report:							
_	Have a		a Security Awareness Program?							
<u> </u>			Security Policies and Procedures to detect, con	tain, and correct security vi	olations that comply w	vith the Health Insurance Portability				
			Act (HIPAA) and the Health Information Techr			· ·				
E	Have a Data Security Officer or other individual designated as the person in charge of ensuring the security of confidential information?									
	If	Name &	·	Phone #	Email:					
	yes:	Title:								
=	Requir	re Data Secu	rity Training upon hire and annually thereafter	for all employees who have	access to health info	rmation? [Retain documentation of				
	trainin	ngs for a peri	od of 7 years.] [SFDPH data security training m	aterials are available for us	e; contact OCPA at 1-8	55-729-6040.]				
G	Have p	oroof that en	nployees have signed a form upon hire and ani	nually, or regularly, thereaf	er, with their name ar	nd the date, acknowledging that they				
	have r	eceived data	security training? [Retain documentation of a	cknowledgement of training	gs for a period of 7 yea	ars.]				
Н	Have (	or will have	if/when applicable) Business Associate Agreem	ents with subcontractors w	ho create, receive, ma	aintain, transmit, or access SFDPH's				
	health	information	?							
I	Have (	or will have	if/when applicable) a diagram of how SFDPH d	ata flows between your org	anization and subcont	ractors or vendors (including named				
	users,	access meth	ods, on-premise data hosts, processing system	is, etc.)?						

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

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

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

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

Appendix F Invoices

cbhsinvoices@sfdph.org

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

Appendix F

Date

PAGE A Contract ID# 1000018756 INVOICE NUMBER: M03JL22 Contractor: HealthRIGHT360 - CW Template Version Amend 2 User Cd SFGOV-0000645076 Address: 1735 Mission St., San Francisco, CA 94103 Ct. PO No.: POHM Tel. No.: (415) 692-8225 Fund Source: 251962-10000-10001670-0001 **BHS** Fax No.: (415) Invoice Period: July 2022 Funding Term: 07/01/2022 - 06/30/2023 Final Invoice: (Check if Yes) PHP Division: Behavioral Health Services TOTAL **DELIVERED** DELIVERED % OF REMAINING % OF CONTRACTED DELIVERABLES THIS PERIOD TO DATE TOTAL TOTAL Program/Exhibit UOS UDC UOS UDC UOS UDC UOS UDC UOS UDC UOS Monthly Check Writing Unduplicated Counts for AIDS Use Only. **EXPENSES EXPENSES** % OF REMAINING **BUDGET BUDGET BALANCE** Description THIS PERIOD TO DATE **Total Salaries** \$ \$ 0.00% Fringe Benefits \$ \$ 0.00% \$ Total Personnel Expenses \$ \$ 0.00% \$ Funds for Payment to Providers 53,112.00 \$ MH Consultation - Chld GF 0.00% \$ \$ 53,112.00 MH Consultation - Chld Realignment 84,242.00 \$ 0.00% \$ \$ 84,242.00 122,422.00 \$ Children's Acute Svcs - Chld GF \$ 0.00% 122,422.00 \$ \$ 131,350.00 \$ Children's Acute Svcs - Chld Realignment \$ \$ 0.00% \$ 131,350.00 FMP Wrap Around - Chld GF \$ 2,326.00 \$ 0.00% \$ 2,326.00 \$ Child Crisis - Chld GF 14,250.00 \$ \$ 0.00% \$ 14,250.00 Training-TIS \$ 5,000.00 \$ 0.00% 5,000.00 \$ \$ Total Operating Expenses \$ 412,702.00 \$ \$ 0.00% \$ 412,702.00 0.00% \$ **Capital Expenditures** \$ \$ 0.00% \$ TOTAL DIRECT EXPENSES \$ 412,702.00 \$ \$ 412,702.00 Indirect Expenses \$ 0.00% \$ TOTAL EXPENSES 412,702.00 \$ \$ 0.00% \$ 412,702.00 **Less: Initial Payment Recovery** NOTES: Other Adjustments (DPH use only) REIMBURSEMENT 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: **DPH Authorization for Payment** Behavioral Health Services-Budget/ Invoice Analyst 1380 Howard St., 4th Floor San Francisco, CA 94103 Or email to:

Prepared: 3/3/2023

Authorized Signatory

Appendix F

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Contractor: HealthRIGHT360 - CW								Template	Version	Amend 2				
								·		User Cd				
Address: 1735 Mission St., San Francisc	o, CA 941	03			7			Ct. PO No	.: POHM	SFGOV-0000645076				
Tel. No.: (415) 692-8225				BHS				Fund Sour	ce:	251984-10000-10001792-0001				
Fax No.: (415)					j			Invoice Pe	riod:	July 2022				
F din at Tarmer, 07/04/2022, 06/20/2022								Final Invai				N I - '£	\	
Funding Term: 07/01/2022 - 06/30/2023								Final Invoi	ce:		(0	Check if	res)	
PHP Division: Behavioral Health Service	S													
	TO	TAL	DE	LIVERED	I	DELIVE	RED	%	OF	REMA	INING	(	% OF	
		RACTED		IS PERIOD	TO DATE				OTAL	DELIVER		TOTAL		
Program/Exhibit	UOS	UDC	UOS	S UDC	U	os	UDC	UOS	UDC	UOS	UDC	UOS	UDC	
RCF Monthly Check Writing													+	
		ı	1	·		ı								
Unduplicated Counts for AIDS Use Only.			1		1					1				
Description				BUDGET		EXPEN HIS PE			ENSES DATE	% (			MAINING LANCE	
Total Salaries			\$	-	\$	ПІЗ РЕ	-	\$	DATE -	ВОО	0.00%		LANCE	
Fringe Benefits			\$	-	\$		-	\$	-		0.00%			
Total Personnel Expenses			\$	-	\$		-	\$	-		0.00%	\$	-	
Funds for Payment to Providers				040.050.00										
Mission ACT (Adult GF)			\$	212,856.00			-	\$	-		0.00%		12,856.00	
Coordinator Case Mgt (Adult GF)  Outcome Project (Adult GF)			\$	107,164.00 31,254.00			-	\$	-		0.00%		07,164.00	
IMD Alter Alternatives (Adult GF)			\$	15,006.00	,		-	\$	-		0.00%		31,254.00 15,006.00	
Mobile Crisis (Adult GF)			\$	9,516.00	\$		<u>-</u>	\$			0.00%		9,516.00	
Special Needs (Adult GF)			\$	85,008.00	\$			\$	-		0.00%		85,008.00	
Managed Care (Adult GF)			\$	50,000.00	\$			\$			0.00%		50,000.00	
HR360 Fee (Adult GF)			\$	82,000.00	\$			\$			0.00%		82,000.00	
(			\$	-	\$		-	\$	-		0.00%		-	
				500 004 00	•			<b>A</b>			0.000/	Φ 5	00.004.00	
Total Operating Expenses			\$	592,804.00	\$		-	\$	-		0.00%		92,804.00	
Capital Expenditures			\$	592,804.00	-			\$	-		0.00%		92,804.00	
TOTAL DIRECT EXPENSES Indirect Expenses			\$	592,604.00	\$		-	\$	<u> </u>		0.00%		92,004.00	
TOTAL EXPENSES			\$	592,804.00				\$			0.00%		92,804.00	
Less: Initial Payment Recovery			Ψ	002,001.00	Ψ			NOTES:		<u> </u>	0.0070	Ψ 0	02,001.00	
Other Adjustments (DPH use only)								110120.						
REIMBURSEMENT					\$		-							
I certify that the information provided aboraccordance with the contract approved for claims are maintained in our office at the	r services address ir	provided ndicated.	under	the provision	-			justification	•			1		
Signature:					•			Date:						
Printed Name:					•									
Title:					•			Phone:						
Send to:							Ī	DPH Author	ization for F	Payment				
Behavioral Health Services-Budget/ Invoi 1380 Howard St., 4th Floor San Francisco, CA 94103	ce Analys	t												
Or email to: cbhsinvoices@sfdph.org						F	Authorize	ed Signato	ry	<u> </u>		Date	,	

Appendix F PAGE A

M06JL22

INVOICE NUMBER:

Contractor: HealthRIGHT360 - CW								Template V	ersion	Amend 2				
Address: 1735 Mission St., San Francisc	o. CA 941	03						Ct. PO No.			User Cd SFGOV-0000645076			
	o, <b>o</b> , to				1					054004 47400 40004405 0007				
Tel. No.: (415) 692-8225 Fax No.: (415)			B	HS				Fund Source	e:	251984-17128-10031195-0007				
(1.5)					1			Invoice Per	iod:	July 20	)22			
Funding Term: 07/01/2022 - 06/30/2023								Final Invoic	e:		((	Check if	Yes)	
· ·	_												,	
PHP Division: Behavioral Health Services	5													
		TAL		IVERED		DELIVE			OF TAL	REMA			% OF	
Program/Exhibit	UOS	UDC	UOS	PERIOD	ι	TO DA JOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	
PPN-Adult (Managed Care)		020	000	020	Ť	, , ,	020		020	000	020		020	
Traditions-MD (Managed Care)														
Unduplicated Counts for AIDS Use Only.														
Chaphicated Counts for AIDC OSC Chily.						EXPEN	ISES	EXPE	NSES	% (	OF	RE	MAINING	
Description			BU	IDGET	_	THIS PE	RIOD	TO I	DATE	BUD			LANCE	
Total Salaries			\$	-	\$		-	\$	-		0.00%	_	-	
Fringe Benefits  Total Personnel Expenses			\$	-	\$		-	\$			0.00%	•	-	
Total Fersonner Expenses			ļΨ		Ψ			ΙΨ			0.0070	Ψ		
Funds for Payment to Providers														
PPN - Adult - (Managed Care)			\$	52,102.00			-	\$	-		0.00%		52,102.00	
251984-17128-10031195-0007			\$	-	\$		-	\$	-		0.00%	•	-	
Traditions - MD - (Managed Car 251984-17128-10031195-			\$	408,652.00	\$		-	\$   \$	<del>-</del>		0.00%		108,652.00	
231904-17120-10031190-	3007		\$	-	\$		-	\$			0.00%	-	-	
			\$	-	\$		_	\$	_		0.00%		_	
			\$	-	\$		-	\$	-		0.00%	\$	-	
			\$	-	\$		-	\$	-		0.00%		-	
			\$	-	\$		-	\$	-		0.00%	\$	-	
Total Operating Expenses			\$ 4	60,754.00	\$		-	\$	_		0.00%	\$ 4	60,754.00	
Capital Expenditures			\$	-	\$		-	\$	-		0.00%		-	
TOTAL DIRECT EXPENSES				60,754.00	\$		-	\$	-		0.00%		60,754.00	
Indirect Expenses			\$	60,754.00	\$		-	\$   \$	-		0.00%		-160,754.00	
TOTAL EXPENSES  Less: Initial Payment Recovery			\$ 4	60,754.00	\$		-	NOTES:	-	<u> </u>	0.00%	<b>\$</b> 2	100,754.00	
Other Adjustments (DPH use only)								110120.						
								]						
REIMBURSEMENT					\$		-							
I certify that the information provided abov accordance with the contract approved fo claims are maintained in our office at the	r services	provided	•	•	•				•			n		
Signature:					•			Date:						
Printed Name:					•									
Title:								Phone:						
Send to:			1					DPH Authori	zation for F	ayment				
Behavioral Health Services-Budget/ Invoid 1380 Howard St., 4th Floor San Francisco, CA 94103	ce Analys	t												
Or email to:														
cbhsinvoices@sfdph.org							Authoriz	ed Signator	у	_		Date		
.lul			_								Prepar	ed: 3/3/2	123	

Contractor: HealthRIGHT360 - CW

Tel. No.: (415) 692-8225

Fax No.: (415)

Address: 1735 Mission St., San Francisco, CA 94103

### DEPARTMENT OF PUBLIC HEALTH CONTRACTOR COST REIMBURSEMENT INVOICE

INVOICE NUMBER:

**Template Version** 

Fund Source:

Invoice Period:

Ct. PO No.: POHM

M07JL22

Amend 2

SFGOV- 0000645076

July 2021

251962-10000-10001794-0001

Contract ID# 1000018756

BHS

Appendix F PAGE A

User Cd

Funding Term: 07/01/2022 - 06/30/2023 Final Invoice: (Check if Yes) PHP Division: Behavioral Health Services TOTAL DELIVERED DELIVERED REMAINING CONTRACTED THIS PERIOD TO DATE **TOTAL DELIVERABLES** TOTAL UOS UOS Program/Exhibit UOS UDC UOS UDC UOS UDC UDC UDC UOS UDC FMP Wrap Around - Chld Family Mosaic #DIV/0! #DIV/0! Unduplicated Counts for AIDS Use Only. **EXPENSES EXPENSES** % OF REMAINING Description **BUDGET** THIS PERIOD TO DATE **BUDGET BALANCE Total Salaries** \$ \$ \$ 0.00% \$ -0.00% \$ Fringe Benefits \$ \_ \$ -\$ --Total Personnel Expenses 0.00% \$ \$ -\$ -\$ --0.00% \$ \$ \$ Funds for Payment to Providers \$ \$ \$ 0.00% \$ 110,000.00 FMP Wrap Around - Chld Family Mosaic \$ \$ \$ 0.00% \$ 110,000.00 251962-10000-10001794-0001 0.00% \$ \$ \$ \$ \$ \$ \$ 0.00% \$ \$ \$ \$ 0.00% \$ **Total Operating Expenses** 110,000.00 0.00% \$ 110,000.00 **Capital Expenditures** \$ 0.00% \$ TOTAL DIRECT EXPENSES 110,000.00 110,000.00 \$ \$ \$ 0.00% \$ Indirect Expenses \$ 0.00% \$ \$ \$ TOTAL EXPENSES 110,000.00 \$ 0.00% \$ 110,000.00 \$ Less: Initial Payment Recovery NOTES: Other Adjustments (DPH use only) REIMBURSEMENT \$ 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: Phone: Send to: **DPH Authorization for Payment** Behavioral Health Services-Budget/ Invoice Analyst 1380 Howard St., 4th Floor San Francisco, CA 94103 Or email to: cbhsinvoices@sfdph.org Authorized Signatory Date Prepared: 3/3/2023

Appendix F PAGE A

				Contr			Ī									
				1000	0107	30	l	INVOICE	NUMBER:	M08JL22						
Contractor: HealthRIGHT360 - CW								Template	Version	Amend 2						
A.I. 4705.M	04.044	.00						Ct. PO No	. DOUM	User Cd SFGOV-0000645076						
Address: 1735 Mission St., San Francisc	co, CA 941	103			1			Ct. PO No	.: РОНМ							
Tel. No.: (415) 692-8225 Fax No.: (415)			В				Fund Sou	rce:	251984-10000-10001792-0001							
( )			<u> </u>		1			Invoice Pe	eriod:	July 20	22					
Funding Term: 07/01/2022 - 06/30/2023								Final Invo	ice:		(0	Check if Y	'es)			
PHP Division: Behavioral Health Service	es															
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D (E.1.);		RACTED		PERIOD	<u> </u>	TO D			DTAL	DELIVER			OTAL			
Program/Exhibit Program Expenses (Adult GF)	UOS	UDC	UOS	UDC		UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC			
riogram Expenses (Addit Or)																
Unduplicated Counts for AIDS Use Only.																
						EXPEN			ENSES	% (	OF	REM	IAINING			
Description				IDGET		THIS PE	ERIOD		DATE	BUD			ANCE			
Total Salaries Fringe Benefits			\$	-	\$		-	\$	-		0.00%		-			
Total Personnel Expenses			\$	-	\$		-	\$			0.00%	_	<del></del>			
Total Fersonnel Expenses			φ		Ψ			Ψ			0.0076	Ψ				
Funds for Payment to Providers																
Program Expenses (Adult GF)																
251984-10000-10001792-	-0001		\$	30,000.00	\$		-	\$	-		0.00%	\$ 3	30,000.00			
Total Operating Expenses			\$	30,000.00	\$		_	\$			0.00%	\$ :	30,000.00			
Capital Expenditures			\$	-	\$		_	\$	-		0.00%		-			
TOTAL DIRECT EXPENSES				30,000.00	\$		-	\$	-		0.00%	_	30,000.00			
Indirect Expenses			\$	-	\$		-	\$	-		0.00%		-			
TOTAL EXPENSES			\$	30,000.00	\$		-	\$	-		0.00%	\$ 3	30,000.00			
Less: Initial Payment Recovery								NOTES:								
Other Adjustments (DPH use only)								1								
REIMBURSEMENT					\$		-									
I certify that the information provided abo accordance with the contract approved fo claims are maintained in our office at the	or services	provided										n				
Signature:								Date:								
Printed Name:					•											
Title:								Phone:								
Send to:			1		_			DPH Autho	rization for F	Payment						
Behavioral Health Services-Budget/ Invo	ice Analve	t														
1380 Howard St., 4th Floor San Francisco, CA 94103	ice Allalys															
Or email to:																
cbhsinvoices@sfdph.org							Authoriz	ed Signato	ry	_		Date				

Appendix F

				Cont	t ID4							PA	GE A
					act ID# 018756								
								INVOICE N	IUMBER:	M10JL22			
Contractor: HealthRIGHT360 - CW								Template \	ersion/	Amend 2			
Address: 1735 Mission St., San Francis	co, CA 94	103						Ct. PO No.	: POHM	SFGOV-0	0006450		er Cd
Tel. No.: (415) 692-8225				BHS				Fund Source	ce:	251962-1	0002-100	01803-0	0012
Fax No.: (415)								Inveine Dec	.id.				
								Invoice Per	100:	July 20	22		
Funding Term: 07/01/2022- 06/30/2023								Final Invoic	e:		((	Check if Y	es)
PHP Division: Behavioral Health Service	es												
		TAL		ELIVERED		ELIVER			OF	REMA			OF
Dragram / Evhibit	UOS	RACTED		IIS PERIOD		TO DATE		1	TAL	DELIVER			UDC
Program/Exhibit MH Consultation - HSA WO TBS Shadow	003	UDC	UO	S UDC	UC	13	UDC	UOS	UDC	UOS	UDC	UOS	UDC
Unduplicated Counts for AIDS Use Only.													
Description				BUDGET		XPENSE			NSES	% ( BUD			AINING ANCE
Description Total Salaries			\$	-	\$	IIS PERI	- -	\$	DATE -	ВОО	0.00%		ANCE -
Fringe Benefits			\$	-	\$		-	\$	-		0.00%		-
Total Personnel Expenses			\$	-	\$		-	\$	-		0.00%	\$	-
Funds for Payment to Providers	2												
MH Consultation - HSA WO		low	\$	33,572.00	\$		_	\$	_		0.00%	\$ 3	33,572.00
251962-10002-10001803			\$	-	\$		-	\$	-		0.00%		-
			\$	-	\$		-	\$	-		0.00%		-
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			\$	-	\$		-	\$	-		0.00%	\$	-
Total Operating Expenses			\$	33,572.00	\$		-	\$	_		0.00%	\$ 3	33,572.00
Capital Expenditures			\$	-	\$		-	\$	-		0.00%		-
TOTAL DIRECT EXPENSES			\$	33,572.00	\$		-	\$	-		0.00%		3,572.00
Indirect Expenses TOTAL EXPENSES			\$	33,572.00	\$		-	\$	-		0.00%		- 33,572.00
			ĮΨ	33,372.00	Ψ		-	NOTES:			0.0070	Ψ	33,372.00
Other Adjustments (DPH use only)													
REIMRURSEMENT					\$			<u> </u>					
I certify that the information provided aboaccordance with the contract approved for claims are maintained in our office at the	MBURSEMENT  tify that the information provided above is, to the besordance with the contract approved for services provins are maintained in our office at the address indicate							justification a	and backup		those	n	
Printed Name:													
Title:								Phone:					
Send to:			1		•			DPH Authori					
Behavioral Health Services-Budget/ Invo 1380 Howard St., 4th Floor San Francisco, CA 94103	ice Analys	st											
Or email to: cbhsinvoices@sfdph.org						Au	ıthorize	ed Signator	у	_		Date	

Contractor: HealthRIGHT360 - CW

Address: 1735 Mission St., San Francisco, CA 94103

## DEPARTMENT OF PUBLIC HEALTH CONTRACTOR COST REIMBURSEMENT INVOICE

INVOICE NUMBER:

Template Version

Ct. PO No.: POHM

M12JL22

Amend 2

SFGOV-0000645076

Contract ID# 1000018756 Appendix F PAGE A

User Cd

Tel. No.: (415) 692-8225			_			Fund So	ource:		251984-	·17156-10	031199-0	073
Fax No.: (415)			B	HS		Invoice	Period:		July 2	022		
		BHS										
Funding Term: 07/01/2022 - 06/30/2023						Final Inv	voice:			(0	Check if Ye	es)
DUD Division. Debaviand Health Comis	BHS											
PHP Division: Behavioral Health Service												
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Program/Exhibit											UOS	UDC
MHSA Admin Expenses		ı										
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Unduplicated Counts for AIDS Use Only.				•						•	•	
					EXPE	NSES	EXPE	NSES	%	OF	REM	AINING
Description			BU	JDGET	THIS	PERIOD	TOE	ATE	BUI			ANCE
Total Salaries						-		-				-
Fringe Benefits												-
Total Personnel Expenses			\$	-	\$		\$			0.00%	\$	-
Funds for Payment to Providers			\$		\$		\$			0.00%	\$	_
MHSA Admin Expenses			<del></del>	125 000 00								25,000.00
251984-17156-10031199	9-0073							-				-
			\$	-		-	\$	-		0.00%	\$	-
			\$	-	\$	-	\$	-		0.00%	\$	-
Total Operating Expenses			\$	125,000.00	\$		\$	-		0.00%	\$ 12	25,000.00
Capital Expenditures				-		-		-				_
TOTAL DIRECT EXPENSES			\$	125,000.00	\$	-	\$	-				25,000.00
Indirect Expenses				-	,	-		-				-
TOTAL EXPENSES			\$	125,000.00	\$	-		-		0.00%	\$ 12	25,000.00
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Other Adjustments (DPH use only)							1					
REIMBURSEMENT					\$		+					
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Behavioral Health Services-Budget/ Invo 1380 Howard St., 4th Floor San Francisco, CA 94103	ice Analys	ŧt										
Or email to:												
cbhsinvoices@sfdph.org					A	uthorized	Signato	ry	•		Date	
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Jul			_							Prepare	ed: 3/3/2023	

Contractor: HealthRIGHT360 - CW

### DEPARTMENT OF PUBLIC HEALTH CONTRACTOR COST REIMBURSEMENT INVOICE

M13JL22

Amend 2

INVOICE NUMBER:

Template Version

User Cd SFGOV-0000645076 Address: 1735 Mission St., San Francisco, CA 94103 Ct. PO No.: POHM 251984-17156-10031199-0071 Tel. No.: (415) 692-8225 Fund Source: BHS Fax No.: (415) Invoice Period: July 2022 Funding Term: 07/01/2022-06/30/2023 Final Invoice: (Check if Yes) PHP Division: Behavioral Health Services DELIVERED DELIVERED REMAINING % OF TOTAL % OF CONTRACTED THIS PERIOD TO DATE **TOTAL** DELIVERABLES TOTAL Program/Exhibit UOS UDC UOS UDC UOS UDC UOS UDC UOS UDC UOS UDC MHSA Adult SF First Client Expenses Unduplicated Counts for AIDS Use Only. **EXPENSES EXPENSES** % OF REMAINING **BUDGET** THIS PERIOD TO DATE **BALANCE** Description **BUDGET** 0.00% \$ **Total Salaries** \$ \$ -\$ -Fringe Benefits 0.00% \$ \$ \$ \$ 0.00% \$ Total Personnel Expenses \$ \$ \$ ---Funds for Payment to Providers 0.00% \$ \$ \$ \$ MHSA Adult SF First Client Expenses \$ 52,000.00 \$ \$ 0.00% \$ 52,000.00 251984-17156-10031199-0071 \$ \$ 0.00% \$ \$ \$ \$ 0.00% \$ 0.00% \$ \$ \$ --52,000.00 \$ 0.00% \$ 52,000.00 Total Operating Expenses \$ \$ 0.00% \$ Capital Expenditures \$ \$ \_ \$ \_ 52,000.00 TOTAL DIRECT EXPENSES \$ 52,000.00 \$ \$ 0.00% \$ Indirect Expenses 0.00% \$ \$ \$ \$ 52,000.00 0.00% \$ TOTAL EXPENSES \$ 52,000.00 \$ \$ Less: Initial Payment Recovery NOTES: Other Adjustments (DPH use only) REIMBURSEMENT 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: **DPH Authorization for Payment** Behavioral Health Services-Budget/ Invoice Analyst 1380 Howard St., 4th Floor San Francisco, CA 94103 Or email to: cbhsinvoices@sfdph.org Authorized Signatory Date Prepared: 3/3/2023

Appendix F

					act ID							РА	GE A
				1000	018756	6		INVOICE I	NUMBER:	M14JL22			
Contractor: HealthRIGHT360 - CW								Template \	√ersion	Amend 2			
								·					er Cd
Address: 1735 Mission St., San Francis	co, CA 94	03			1			Ct. PO No.	: POHM	SFGOV-0	0006450	76	
Tel. No.: (415) 692-8225 Fax No.: (415)			E	BHS				Fund Sour	ce:	251984-1	7156-100	31199-0	)074
( - /								Invoice Pe	riod:	July 20	22		
Funding Term: 07/01/2022- 06/30/2023	i							Final Invoi	ce:		((	Check if Y	'es)
PHP Division: Behavioral Health Servic	es												
	ТО	TAL	DE	LIVERED		DELIVE	RED	%	OF	REMA	INING	%	6 OF
	CONTR	RACTED	THIS	S PERIOD		TO DA	TE	TC	TAL	DELIVER	RABLES	TO	OTAL
Program/Exhibit  MHSA WET Trainings	UOS	UDC	UOS	UDC	UC	os	UDC	UOS	UDC	UOS	UDC	UOS	UDC
ge													
Unduplicated Counts for AIDS Use Only	'.												
Description				UDCET		EXPEN			ENSES	% (			IAINING
Description Total Salaries			\$	UDGET -	\$	HIS PEI	RIOD	\$	DATE -	BUD	GE1 0.00%		ANCE
Fringe Benefits			\$		\$			\$			0.00%		
Total Personnel Expenses			\$	-	\$		-	\$	-		0.00%	\$	-
Funda for Dayment to Dravidora													
Funds for Payment to Providers  MHSA WET Trainings			\$	100,000.00	\$			\$	_		0.00%	\$ 10	00,000,00
251984-17156-10031199	9-0074		\$	-	\$		_	\$	-		0.00%		-
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			\$	-	\$		-	\$	-		0.00%	\$	-
Total Operating Expenses			\$	100,000.00	\$			\$			0.00%	¢ 10	00,000.00
Capital Expenditures			\$	-	\$			\$			0.00%		-
TOTAL DIRECT EXPENSES			_	100,000.00	\$		-	\$	-		0.00%		00,000.00
Indirect Expenses			\$	-	\$		-	\$	-		0.00%		-
TOTAL EXPENSES			\$	100,000.00	\$		-	\$	-		0.00%	\$ 10	00,000.00
Less: Initial Payment Recovery  Other Adjustments (DPH use only)								NOTES:					
Other Adjustments (Dr 11 use only)								†					
REIMBURSEMENT					\$		-						
I certify that the information provided ab accordance with the contract approved to claims are maintained in our office at the	for services e address i	provided ndicated.	under t	ne provision	-			justification	•			า	
Signature:					<u>i</u>			Date:					
Printed Name:													
Title:			_		ı			Phone:					
Send to:								DPH Author	ization for F	Payment			
Behavioral Health Services-Budget/ Invo 1380 Howard St., 4th Floor San Francisco, CA 94103	oice Analys	t											
Or email to: cbhsinvoices@sfdph.org						A	Authoriz	ed Signato	ту			Date	

Appendix F

				Contr	act ID#	ı						PA	GE A
					018756								
				<u> </u>				INVOICE N	UMBER:	M15JL22			
Contractor: HealthRIGHT360 - CW								Template V	ersion	Amend 2			
								·					er Cd
Address: 1735 Mission St., San Francis	sco, CA 941	03			1			Ct. PO No.:	POHM	SFGOV-0	0006450	76	
Tel. No.: (415) 692-8225 Fax No.: (415)			ı	BHS				Fund Source	e:	251984-1	7156-100	)31199-(	0069
. a.k . ton (110)					1			Invoice Per	iod:	July 20	22		
Funding Term: 07/01/2022 - 06/30/202	3							Final Invoic	e:		((	Check if Y	'es)
PHP Division: Behavioral Health Service	es									<u>,                                    </u>	,		
	ТО	TAL	DF	LIVERED	D	ELIVERED		%	OF	REMA	INING	9/	6 OF
		RACTED		S PERIOD		TO DATE			TAL	DELIVER			OTAL
Program/Exhibit	UOS	UDC	UOS	UDC	UO	S UE	C	UOS	UDC	UOS	UDC	UOS	UDC
FMP Wrap Around - MHSA CYF													
			ļ								<u>i</u>		
Unduplicated Counts for AIDS Use Only	<i>/</i> .												
						XPENSES			NSES	% (			IAINING
Description				UDGET		IIS PERIOD	)		DATE	BUD			ANCE
Total Salaries			\$	-	\$		-	\$	-		0.00%		-
Fringe Benefits  Total Personnel Expenses			\$	-	\$		-	\$			0.00%		
Total Fersonnel Expenses			Ψ		Ψ		_	φ			0.0076	Ψ	
Funds for payment to providers													
FMP Wrap Around - MHSA CY	F												
251984-17156-1003119			\$	30,000.00	\$		-	\$	-		0.00%	\$ 3	30,000.00
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			\$	-	\$		-	\$	-		0.00%		-
			\$	-	\$		-	\$	-		0.00%	\$	-
Total Operating Expenses			\$	30,000.00	\$		-	\$	-		0.00%	\$ 3	30,000.00
Capital Expenditures			\$	-	\$		-	\$	-		0.00%	\$	-
TOTAL DIRECT EXPENSES			\$	30,000.00	\$		-	\$	-		0.00%	\$ 3	30,000.00
Indirect Expenses			\$	-	\$		-	\$	-		0.00%		-
TOTAL EXPENSES			\$	30,000.00	\$		-	\$	-		0.00%	\$ 3	30,000.00
Less: Initial Payment Recovery								NOTES:					
Other Adjustments (DPH use only)													
DEIMDLIDGEMENT					\$			1					
REIMBURSEMENT					Ą		•						
I certify that the information provided ab	ove is, to th	ne best of	my kno	wledge, com	plete a	nd accurat	te; th	ne amount re	equested fo	r reimburse	ment is in	n	
accordance with the contract approved			under t	he provision	of that	contract.	Full	justification a	and backup	records for	r those		
claims are maintained in our office at th	e address ir	ndicated.											
Signature:					_			Date:					
Printed Name:								·					
Title:					•			Phone:					
Send to:			1				-	DPH Authori	zation for F	Payment			
ocha to.								וואארווים	zauon ioi F	ayın <del>c</del> ın			
Behavioral Health Services-Budget/ Inv	oice Analys	t											
1380 Howard St., 4th Floor													
San Francisco, CA 94103													
On amoral to													
Or email to:				1		Λ · · +la	ori	ed Signator	.,	_		Doto	
cbhsinvoices@sfdph.org			I	1		Auth	UIIZE	ou Signator	у			Date	

Contract ID# 1000018756 Appendix F PAGE A

M16JL22

INVOICE NUMBER:

Contractor: HealthRIGHT360 - CW	,						Template	Version	Amend 2	2		
											Us	er Cd
Address: 1735 Mission St., San Frar	ncisco, C	A 94103	Ī		T		Ct. PO N	o.: POHM	SFGOV	-0000645	5076	
Геl. No.: (415) 692-8225			В	HS			Fund Sou	ırce:	251984-	-17156-10	0031199	-0071
Fax No.: (415)					<u> </u>							
							Invoice P	eriod:	July 2	022		
Funding Term: 07/01/2022 - 06/30/2	023						Final Invo	pice:		(0	Check if Y	'es)
PHP Division: Behavioral Health Ser	vices											
		TAL		/ERED	DELIV			% OF		AINING		OF
Program/Exhibit	UOS	RACTED UDC	THIS F	ERIOD UDC	UOS	UDC	UOS	OTAL UDC	DELIVE	RABLES UDC	UOS	UDC UDC
MHSA Adult Stabilization Rooms	000	ODO	000	ODO	000	ODO	000	ODO	000	ODO	000	ODO
In dentity and a discount of the AIDO Hara Only	1	1	I.	I.	I.		l	L		<u> </u>		
Jnduplicated Counts for AIDS Use Only.					EXPE		EX	PENSES	%	OF	REM	AINING
Description Total Salaries				GET	THIS P	ERIOD		O DATE	BUD	GET		.ANCE
Fringe Benefits			\$	-	\$	-	\$	-		0.00%		-
Total Personnel Expenses			\$	-	\$	-	\$	-		0.00%	\$	-
Funds for Payment to Providers			\$	-	\$	-	\$	-		0.00%		-
MHSA Adult Stabilization Rooms 251984-17156-10031199	-0071		\$ 32 \$	9,910.00 -	\$	-	\$	-				29,910.00
201001 17 100 10001100	0011		\$	-	\$	-	\$	-		0.00%	\$	-
			\$ \$	-	\$	-	\$	<u>-</u>		0.00%		-
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Total Operating Expenses				9,910.00		-	\$	-		0.00%		9,910.00
Capital Expenditures  FOTAL DIRECT EXPENSES			\$ 32	9,910.00	\$	-	<b>\$</b>	-		0.00%		- 29,910.00
Indirect Expenses FOTAL EXPENSES			\$ 32	9,910.00	\$	-	\$	-		0.00%		- !9,910.00
Less: Initial Payment Recovery			<b>Φ</b> 32	9,910.00	Φ	-	NOTES:	-		0.00%	<b>Φ</b> 32	19,910.00
Other Adjustments (DPH use only)												
REIMBURSEMENT					\$	-	-					
certify that the information provided	above is	. to the b	est of mv	knowledae	e. complet	te and ac	curate: the	e amount requ	ested for	reimburs	ement is	in
accordance with the contract approve	ed for ser	vices pro	ovided und									
claims are maintained in our office at												
Signature:					•		Date:					
Printed Name:					•							
Title:					•		Phone:					
Send to:							DPH Auth	norization for F	Payment			
Behavioral Health Services-Budget/ I	nvoice A	nalvst										
1380 Howard St., 4th Floor		<b>,</b>										
San Francisco, CA 94103												
Or email to:												
cbhsinvoices@sfdph.org						Authori	zed Signa	atory	_		Date	
lul										D	-d. 0/0/c	122
Jul										Prepare	ed: 3/3/20	123

Appendix F PAGE A

				Contr		7						1,7	IOL A
				1000	0187	756		INVOICE N	NUMBER:	M19JL22			
Contractor: HealthRIGHT360 - CW								Template \	/ersion	Amend 2			
oonaacion nealanaon too - on								remplate	V C1 51011				er Cd
Address: 1735 Mission St., San Francisc	co, CA 94	103			1			Ct. PO No.	: POHM	SFGOV-0	)0006450	76	
Tel. No.: (415) 692-8225 Fax No.: (415)			E	BHS				Fund Sour	ce:	251984-1	7156-100	)31199-	0070
			_		•			Invoice Pe	riod:	July 20	)22		
Funding Term: 07/01/2022 - 06/30/2023	3							Final Invoi	ce:		((	Check if \	(es)
PHP Division: Behavioral Health Service	es												
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D (E.1.1.)		RACTED		S PERIOD		TO DA			TAL		RABLES		OTAL
Program/Exhibit  MHSA TAY Client Expenses	UOS	UDC	UOS	UDC		UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC
MHSA TAY Program Expenses													
Unduplicated Counts for AIDS Use Only.													
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Description Total Salaries			\$	UDGET -	\$	THIS PE	RIOD -	\$	DATE -	BUD	0.00%		LANCE -
Fringe Benefits			\$		\$			\$			0.00%		
Total Personnel Expenses			\$	-	\$		-	\$	-		0.00%		-
Funds for Payment to Providers			Φ.	25 000 00	_						0.000/	•	05.000.00
MHSA TAY Client Expenses  MHSA TAY Prorgam Expense	\C		\$	35,000.00 46,000.00	\$		-	\$	-		0.00%		35,000.00
251984-17156-10031199-			\$	-	\$			\$	<u> </u>		0.00%	•	46,000.00
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Total Operating Expenses			\$	81,000.00	\$		_	\$	_		0.00%	¢ ·	81,000.00
Capital Expenditures			\$	-	\$			\$			0.00%		-
TOTAL DIRECT EXPENSES			\$	81,000.00	\$		_	\$	_		0.00%		81,000.00
Indirect Expenses			\$	-	\$		-	\$	-		0.00%		-
TOTAL EXPENSES			\$	81,000.00	\$		-	\$	-		0.00%	\$	81,000.00
Less: Initial Payment Recovery								NOTES:					
Other Adjustments (DPH use only)								_					
REIMBURSEMENT					\$			+					
I certify that the information provided abcaccordance with the contract approved for claims are maintained in our office at the	or service:	s provided	-	-	plete				•			n	
Signature:								Date:					
Printed Name:					•								
Title:					_			Phone:					
Send to:			1					DPH Author	ization for F	Payment			
Behavioral Health Services-Budget/ Invo 1380 Howard St., 4th Floor San Francisco, CA 94103	ice Analys	st											
Or email to: cbhsinvoices@sfdph.org						,	Authoriz	ed Signatoi	у	_		Date	

Jul Prepared: 3/3/2023

Appendix F

				Contr	act I	ID#						PA	GE A
				1000									
								INVOICE	NUMBER:	M20JL22	<u> </u>		
Contractor: HealthRIGHT360 - CW								Template	Version	Amend 2			
Address: 1735 Mission St., San Francisc	o CA 9/11	nα						Ct. PO No	· POHM	SFGOV-0	00006450		er Cd
	O, CA 941	03			1								
Tel. No.: (415) 692-8225 Fax No.: (415)			l	BHS				Fund Sou	rce:	251984-1	7156-100	)31199-(	0072
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Funding Term: 07/01/2022 - 06/30/2023								Final Invo	ice:			Check if Y	/es)
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PHP Division: Behavioral Health Service	S												
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Dog was as /Fish ih ih		ACTED		S PERIOD	<u> </u>	TO DA		1	OTAL		RABLES		OTAL Tubo
Program/Exhibit  MHSA Older Adult Expenses	UOS	UDC	UOS	UDC		UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC
Unduplicated Counts for AIDS Use Only.			ı		_	5)/551	1050	T =>a		1 0/		251	
Description			Е	BUDGET		EXPEN THIS PE			PENSES DATE		OF GET		IAINING LANCE
Total Salaries							-	\$	-		0.00%		
Fringe Benefits			\$	-	\$		-	\$	-		0.00%	-	
Total Personnel Expenses			\$	-	\$			\$		1	0.00%	\$	-
Funds for Payment to Providers													
MHSA Older Adult Expenses			\$	15,000.00	\$		-	\$	-		0.00%	\$ 1	15,000.00
251984-17156-10031199-	0072		\$	-	\$		-	\$	-		0.00%		
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Total Operating Expenses			\$	15,000.00	\$		-	\$	-		0.00%	\$ 1	15,000.00
Capital Expenditures			\$	<u> </u>	\$		-	\$	-		0.00%	•	
TOTAL DIRECT EXPENSES Indirect Expenses			\$	15,000.00	\$		-	\$	-		0.00%	_	15,000.00
TOTAL EXPENSES			\$	15,000.00				\$			0.00%		15,000.00
Less: Initial Payment Recovery			<u> </u>	.,				NOTES:		<u> </u>		<u> </u>	
Other Adjustments (DPH use only)								1					
REIMBURSEMENT					\$			+					
I certify that the information provided aboraccordance with the contract approved foclaims are maintained in our office at the	r services	provided	-	-	plete				•			n	
Signature:								Date:					
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Send to:								DPH Autho	rization for l	Payment			
Behavioral Health Services-Budget/ Invoi 1380 Howard St., 4th Floor San Francisco, CA 94103	ce Analyst	i											
Or email to:							Authoria	ed Signato	nrv.	_		Date	

Appendix F

				Contr	act	ID#						PA	GE A
				1000		7		INVOICE N	II IMDED:	M21JL22			
Occident the state DIGUTOSO OW													
Contractor: HealthRIGHT360 - CW								Template \	ersion	Amend 2		Us	er Cd
Address: 1735 Mission St., San Francisc	o, CA 941	03						Ct. PO No.	: POHM	SFGOV-0	0006450	76	
Tel. No.: (415) 692-8225			l i	BHS				Fund Source	ce:	251984-1	0002-100	)33255-(	0005
Fax No.: (415)								Invoice Per	iod:	July 20	122		
										July 20			
Funding Term: 07/01/2022 - 06/30/2023								Final Invoic	e:		((	Check if Y	'es)
PHP Division: Behavioral Health Service	S												
	ТО	TAL	DE	LIVERED		DELIVE	RED	%	OF	REMA	INING	%	oF
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Program/Exhibit  TAY Mental Acedemy WO Program Expens	UOS es	UDC	UOS	UDC		UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC
Unduplicated Counts for AIDS Use Only.					_	5,051	1050			1 0	0.5	551	
Description			E	BUDGET		EXPEN THIS PE			ENSES DATE	% ( BUD			AINING ANCE
Total Salaries			\$	-	\$		-	\$	-		0.00%	\$	-
Fringe Benefits			\$	-	\$		-	\$	-		0.00%		-
Total Personnel Expenses			\$	-	\$		-	\$	-		0.00%	\$	-
Funds for Payment to Providers													
TAY Mental Academy WO Pro	ogram Exp	enses	\$	45,000.00	\$		-	\$	-		0.00%	\$ 4	15,000.00
251984-10002-10033255-	0005		\$	-	\$		-	\$	-		0.00%		-
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Total Operating Expenses			\$	45,000.00	\$		-	\$	-		0.00%	-	15,000.00
Capital Expenditures			\$	-	\$		-	\$	-		0.00%	-	-
TOTAL DIRECT EXPENSES  Indirect Expenses			\$	45,000.00	\$		-	\$	-		0.00%		15,000.00
TOTAL EXPENSES			\$	45,000.00				\$			0.00%		15,000.00
Less: Initial Payment Recovery				,				NOTES:		-			,
Other Adjustments (DPH use only)								1					
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I certify that the information provided abo accordance with the contract approved fo claims are maintained in our office at the	r services	provided	-	-	plet				•			n	
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Behavioral Health Services-Budget/ Invoi 1380 Howard St., 4th Floor San Francisco, CA 94103	ce Analys	t											
Or email to: cbhsinvoices@sfdph.org							Authoriza	ed Signator	V	_		Date	

Jul Prepared: 3/6/2023

Appendix F

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				1000	01875	56		INVOICE I	NUMBER:	M22JL22			
Contractor: HealthRIGHT360 - CW								Template '	Version	Amend 2			
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Address: 1735 Mission St., San Francisc	co, CA 941	03			1			Ct. PO No	.: POHM	SFGOV-0	0006450	76	
Tel. No.: (415) 692-8225 Fax No.: (415)			E	BHS				Fund Sour	ce:	251984-1	7156-100	31199-0	0074
()			<u> </u>		1			Invoice Pe	riod:	July 20	22		
Funding Term: 07/01/2022 - 06/30/2023								Final Invoi	ce:		((	Check if Y	'es)
PHP Division: Behavioral Health Service	es												
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		RACTED		S PERIOD		TO DA			OTAL	DELIVER			OTAL
Program/Exhibit BHS Trainings	UOS	UDC	UOS	UDC	U	os	UDC	UOS	UDC	UOS	UDC	UOS	UDC
Unduplicated Counts for AIDS Use Only.			1					T		1			
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Total Salaries			\$	-	\$		-	\$	-		0.00%		-
Fringe Benefits			\$	-	\$		-	\$	-		0.00%		-
Total Personnel Expenses			\$	-	\$		-	\$	-		0.00%	\$	
Funds for Payment to Providers													
Training - BHS (MHSA)			\$	100,000.00	\$		-	\$	-		0.00%	\$ 10	00,000.00
251984-17156-10031199	-0074		\$	-	\$		-	\$	-		0.00%		-
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			\$	-	\$		-	\$	-		0.00%	\$	-
Total Operating Expenses			\$	100,000.00	\$		-	\$	_		0.00%	¢ 10	00,000.00
Capital Expenditures			\$	-	\$			\$			0.00%		-
TOTAL DIRECT EXPENSES				100,000.00	\$		-	\$	-		0.00%	\$ 10	00,000.00
Indirect Expenses			\$	-	\$		-	\$	-		0.00%		-
TOTAL EXPENSES			\$	100,000.00	\$		-	\$	-		0.00%	\$ 10	00,000.00
Less: Initial Payment Recovery  Other Adjustments (DPH use only)								NOTES:					
Other Adjustments (DPH use only)								†					
REIMBURSEMENT					\$		-						
I certify that the information provided abo accordance with the contract approved for claims are maintained in our office at the	or services	provided										n	
Signature:					•			Date:					
Printed Name:													
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Send to:					_	· <u> </u>		DPH Author	ization for F	Payment			
Behavioral Health Services-Budget/ Invo 1380 Howard St., 4th Floor San Francisco, CA 94103	ice Analys	t											
Or email to: cbhsinvoices@sfdph.org						F	Authoriz	ed Signato	ry			Date	

Appendix F

				Contr	oot II	<b>5</b> #						PA	GE A
				1000									
				•		•		INVOICE I	NUMBER:	M23JL22			
Contractor: HealthRIGHT360 - CW								Template \	/ersion	Amend 2			
Address: 1735 Mission St., San Francisc	:n CA 941	03						Ct. PO No	: POHM	SFGOV-0	00006450		er Cd
	,			DUO	1								2074
Tel. No.: (415) 692-8225 Fax No.: (415)				BHS				Fund Sour	ce:	251984-1	17156-100	)31199-0	J074
, ,					1			Invoice Pe	riod:	July 20	)22		
Funding Term: 07/01/2022 - 06/30/2023								Final Invoi	ce:		((	Check if Y	
PHP Division: Behavioral Health Service	s									<u></u>			
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		RACTED		IIS PERIOD		TO DA			)TAL	DELIVE			OF OTAL
Program/Exhibit	UOS	UDC	UO		ι	JOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC
MHSA Staff Wellness													
		ı				· ·		<u> </u>					.1
Unduplicated Counts for AIDS Use Only.			1			EXPEN	SES	FXP	ENSES	%	OF.	REM	IAINING
Description				BUDGET	-	THIS PE			DATE	BUD			ANCE
Total Salaries			\$	-	\$		-	\$	-		0.00%		-
Fringe Benefits			\$	-	\$		-	\$	-		0.00%		-
Total Personnel Expenses			\$	-	\$			\$	-		0.00%	<b></b>	
Funds for Payment to Providers													
MHSA Staff Wellness (WET)			\$	50,000.00	\$		-	\$	-		0.00%		50,000.00
251984-17156-10031199-	0074		\$	-	\$		-	\$	-		0.00%		-
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			\$	-	\$		<u> </u>	\$	<u>-</u>		0.00%		<u>-</u>
Total Operating Expenses			\$	50,000.00	\$		-	\$	-		0.00%		50,000.00
Capital Expenditures TOTAL DIRECT EXPENSES			\$	50,000.00	\$		-	\$	-		0.00%	•	50,000.00
Indirect Expenses			\$	-	\$			\$	<del>-</del>		0.00%		-
TOTAL EXPENSES			\$	50,000.00	\$		-	\$	-		0.00%	\$ 5	50,000.00
Less: Initial Payment Recovery								NOTES:					
Other Adjustments (DPH use only)								+					
REIMBURSEMENT					\$		-						
I certify that the information provided abo accordance with the contract approved fo claims are maintained in our office at the	r services	provided						justification				n	
Signature:								Date:					
Printed Name:													
Title:								Phone:					
Send to:								DPH Author	ization for F	Payment			
Behavioral Health Services-Budget/ Invoi 1380 Howard St., 4th Floor San Francisco, CA 94103	ce Analys	t											
Or email to: cbhsinvoices@sfdph.org						,	Authoriz	ed Signato	У	_		Date	

Jul Prepared: 3/3/2023

Or email to:

cbhsinvoices@sfdph.org

### DEPARTMENT OF PUBLIC HEALTH CONTRACTOR COST REIMBURSEMENT INVOICE

Appendix F Contract ID# PAGE A 1000018756 INVOICE NUMBER: M30JL22 Contractor: HealthRIGHT360 - CW Amend 2 Template Version User Cd Address: 1735 Mission St., San Francisco, CA 94103 Ct. PO No.: POHM SFGOV-0000645076 **BHS** Tel. No.: (415) 692-8225 General Fund Fund Source: Fax No.: (415) July 2022 Invoice Period: Funding Term: 07/01/2022- 06/30/2023 Final Invoice: (Check if Yes) PHP Division: Behavioral Health Services DELIVERED DELIVERED TOTAL % OF REMAINING % OF CONTRACTED THIS PERIOD TO DATE TOTAL **DELIVERABLES** TOTAL UOS Program/Exhibit UOS UDC UOS UDC UOS UDC UOS UDC UOS UDC UDC Adult RCF/E and SNF Beds (LT) Unduplicated Counts for AIDS Use Only **EXPENSES EXPENSES** REMAINING % OF **BUDGET** THIS PERIOD TO DATE BUDGET BALANCE Total Salaries 0.00% \$ Fringe Benefits 0.00% \$ Total Personnel Expenses Funds for Payment to Providers 0.00% \$ 16,942,375.00 \$ 1. Adult RCF/E and SNFI Beds (LT) (240645-10000-10026703-0001) 16,942,375.00 Adult RCF/E and SNFI Beds (Beds & Facilities-Board & Care) (240645-21531-10037398-0004) 0.00% \$ 629,625.00 \$ 629,625.00 \$ Adult RCF/E and SNFI Beds (Beds & Facilities-Psych SNF) (240645-21531-10037398-0003) 1,060,000.00 0.00% \$ 1,060,000.00 **Total Operating Expenses** 18,632,000.00 18,632,000.00 Capital Expenditures \$ 0.00% TOTAL DIRECT EXPENSES 0.00% \$ \$ 18,632,000.00 \$ \$ 18,632,000.00 0.00% \$ Indirect Expenses TOTAL EXPENSES Less: Initial Payment Recovery NOTES: Other Adjustments (DPH use only) REIMBURSEMENT 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: Phone: Send to: DPH Authorization for Payment Behavioral Health Services-Budget/ Invoice Analyst 1380 Howard St., 4th Floor San Francisco, CA 94103

Jul Prepared: 3/3/2023

Authorized Signatory

Date

Appendix F

				Conti	act I	ID#						PA	GE A
				1000									
								INVOICE	NUMBER:	M32JL22			
Contractor: HealthRIGHT360 - CW								Template	Version	Amend 2			
Address: 1735 Mission St., San Francisc	co CA 941	03						Ct. PO No	.: POHM	SFGOV-0	00006450		er Cd
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Tel. No.: (415) 692-8225 Fax No.: (415)				BHS				Fund Sou	rce:	251984-1	7156-100	)31199-(	0074
, ,								Invoice Pe	eriod:	July 20	)22		
Funding Term: 07/01/2022 - 06/30/2023								Final Invo	ce:		((	Check if Y	'es)
PHP Division: Behavioral Health Service										<u> </u>			,
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Program/Exhibit	UOS	UDC	UOS			UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC
Training - Interms													
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Unduplicated Counts for AIDS Use Only.			1		ı					1			
Description				BUDGET		EXPEN THIS PE			ENSES DATE		OF GET		AINING ANCE
Total Salaries			\$	-	\$		-	\$	-		0.00%		-
Fringe Benefits			\$	-	\$		-	\$	-		0.00%	\$	-
Total Personnel Expenses			\$	-	\$		-	\$	-		0.00%	\$	-
Funds for Payment to Providers													
Training - Interms(MHSA)			\$	111,100.00	\$		_	\$	_		0.00%	\$ 11	11,100.00
251984-17156-10031199-	0074		\$	-	\$		-	\$	-		0.00%		-
			\$	-	\$		-	\$	-		0.00%		-
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			\$	-	\$		-	\$	-		0.00%		-
Total Operating Expenses			\$	111,100.00	\$		_	\$			0.00%	\$ 1 <sup>2</sup>	11,100.00
Capital Expenditures			\$	-	\$		-	\$			0.00%		-
TOTAL DIRECT EXPENSES			\$	111,100.00	\$		-	\$	-		0.00%	_	11,100.00
Indirect Expenses			\$	-	\$		-	\$	-		0.00%		-
TOTAL EXPENSES			\$	111,100.00	\$		-	\$	-		0.00%	\$ 11	11,100.00
Less: Initial Payment Recovery								NOTES:					
Other Adjustments (DPH use only)								†					
REIMBURSEMENT					\$								
I certify that the information provided abo	ve is to th	e hest of	my kno	wledge com	nlete	e and ac	curate: th	ne amount i	equested fo	or reimburse	ement is i	n	
accordance with the contract approved for			-	-	•				•			•	
claims are maintained in our office at the													
Signature:					_			Date:					
Printed Name:													
Title:					•			Phone:					
Send to:			1		•			DPH Autho	rization for f	Pavment			
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Behavioral Health Services-Budget/ Invoi	ice Analys	t											
1380 Howard St., 4th Floor San Francisco, CA 94103													
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Or email to:										_			
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Appendix F

				Contr	act I	ID#						P	AGE A
				1000									
				•		•		INVOICE	NUMBER:	M43JL22			
Contractor: HealthRIGHT360 - CW								Template	Version	Amend 2			
Address: 1735 Mission St., San Francisco	CA 0/1	N3						Ct. PO No	· POHM	SFGOV-0	0006450	76	
	), OA 341	00			1								
Tel. No.: (415) 692-8225 Fax No.: (415)				BHS				Fund Soul	rce:	251984-1	0000-100	01792	-0001
					4			Invoice Pe	eriod:	July 20	22		
Funding Term: 07/01/2022 - 06/30/2023								Final Invoi	ce:		(0	Check if	Yes)
PHP Division: Behavioral Health Services													
	TO	TAL	D	ELIVERED		DELIVE	RED	9/	6 OF	REMA	INING		% OF
	CONTR	ACTED	TH	IIS PERIOD		TO DA	ATE	TO	OTAL	DELIVER	RABLES	Т	OTAL
Program/Exhibit	UOS	UDC	UO	S UDC		UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC
UC Dept of Psychiatry-Subsidies (Adult GF)													
Unduplicated Counts for AIDS Use Only.			I			EXPEN	ISES	EYD	ENSES	% (	)E	REI	MAINING
Description				BUDGET		THIS PE			DATE	BUD			LANCE
Total Salaries			\$	-	\$		-	\$	-		0.00%	\$	-
Fringe Benefits			\$	-	\$		-	\$	-		0.00%	-	-
Total Personnel Expenses			\$	-	\$			\$			0.00%	\$	-
Funds for Payment to Providers													
UC Dept of Psychiatry-Subsidy (Ad	lult-GF)												
251984-10000-10001792-0			\$	145,000.00	\$			\$	_		0.00%	\$ 1	45,000.00
20.000000000002			\$	-	\$		-	\$	-		0.00%		-
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Total Operating Expenses			\$	145,000.00	\$		-	\$	-		0.00%		45,000.00
Capital Expenditures			\$	-	\$		-	\$	-		0.00%		-
TOTAL DIRECT EXPENSES			\$	145,000.00	\$		-	\$	-		0.00%		45,000.00
Indirect Expenses TOTAL EXPENSES			\$	145,000.00	\$		-	\$			0.00%		45,000.00
Less: Initial Payment Recovery			\$	143,000.00	φ			NOTES:			0.00%	φ	45,000.00
Other Adjustments (DPH use only)								INOTES.					
Carrier rajustino (2 uso sy)													
REIMBURSEMENT					\$		-						
I certify that the information provided abov accordance with the contract approved for claims are maintained in our office at the a Signature:	services address ir	provided idicated.	under	the provision	•				•			1	
					-			Bato.					
Printed Name: Title:					•			Dhono					
			1		•			Phone:					
Send to:								DPH Autho	rization for F	rayment			
Behavioral Health Services-Budget/ Invoic 1380 Howard St., 4th Floor San Francisco, CA 94103	e Analys	t											
Or email to: cbhsinvoices@sfdph.org						,	Authorize	ed Signato	ry	_		Date	)

Appendix F PAGE A

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				1000	010	700	,	INVOICE I	NUMBER:	M47JL22	2		
Contractor: HealthRIGHT360 - CW								Template	Version	Amend 2			
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Address: 1735 Mission St., San Francisc	o, CA 941	103			1			Ct. PO No	.: POHM	SFGOV-	00006450	76	
Tel. No.: (415) 692-8225			B	HS				Fund Sour	ce:	251984-1	10000-100	001792-	0001
Fax No.: (415)													
								Invoice Pe	riod:	July 20	)22		
Funding Torm: 07/01/20212 06/20/202								Final Invai	001			Chapte if )	
Funding Term: 07/01/20212 - 06/30/2023	•							Final Invoi	ce:	<u></u>	(	Check if '	res)
PHP Division: Behavioral Health Service	s												
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		RACTED		PERIOD		TO DA			OTAL		RABLES		OTAL
Program/Exhibit	UOS	UDC	UOS	UDC		UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC
Training													
											I		
Unduplicated Counts for AIDS Use Only.								1		,			
Description			RII	IDGET		EXPEN THIS PE			ENSES DATE		OF GET		MAINING LANCE
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Fringe Benefits			\$	-	\$		-	\$	-		0.00%		-
Total Personnel Expenses			\$	-	\$		-	\$	-		0.00%	\$	-
Freedo for Pormontto Providenc													
Funds for Payment to Providers Training - SOC			\$	40,603.00	\$			\$			0.00%	\$	40,603.00
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Total Operating Expenses  Capital Expenditures			\$	40,603.00	\$		-	\$	-		0.00%	•	40,603.00
TOTAL DIRECT EXPENSES				40,603.00	\$		<del>-</del>	\$			0.00%		40,603.00
Indirect Expenses			\$	-	\$		-	\$	-		0.00%		-
TOTAL EXPENSES			\$	40,603.00	\$		-	\$	-		0.00%	\$	40,603.00
Less: Initial Payment Recovery								NOTES:					
Other Adjustments (DPH use only)								1					
REIMBURSEMENT					\$		-	†					
I certify that the information provided abo accordance with the contract approved for claims are maintained in our office at the	r services	provided						justification				n	
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Printed Name:													
Title:								Phone:					
Send to:								DPH Author	rization for F	ayment			
Behavioral Health Services-Budget/ Invoi 1380 Howard St., 4th Floor San Francisco, CA 94103	ce Analys	t											
Or email to: cbhsinvoices@sfdph.org						,	Authoriz	ed Signato	ry	_		Date	

Appendix F PAGE A

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Contractor: HealthRIGHT360 - CW								Template	Version	Amend 2			
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Address: 1735 Mission St., San Francisc	o, CA 941	103			1			Ct. PO No	.: POHM	SFGOV-	00006450	76	
Tel. No.: (415) 692-8225			B	HS				Fund Sou	rce:	251984-1	10000-100	001792-	0001
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Funding Term: 07/01/2022 - 06/30/2023								Final Invo	ice:	<u></u>	1 (	Check if \	res)
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		RACTED	THIS	PERIOD		TO DA	ATE		OTAL	DELIVE	RABLES	T	OTAL
Program/Exhibit	UOS	UDC	UOS	UDC		UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC
Training									1	1	<del>                                     </del>		+
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Description			BU	DGET		EXPEN THIS PE			ENSES DATE		OF OGET		MAINING LANCE
Total Salaries			\$	-	\$		-	\$	-	302	0.00%		-
Fringe Benefits			\$	-	\$		-	\$	-		0.00%		-
Total Personnel Expenses			\$	-	\$		-	\$	-		0.00%	\$	
Funds for Payment to Providers													
Training - CME			\$	18,046.00	\$		_	\$	_		0.00%	\$	18,046.00
			\$	-	\$		-	\$	-		0.00%	•	-
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Total Operating Expenses Capital Expenditures			\$	18,046.00	\$		-	\$	-		0.00%		18,046.00
TOTAL DIRECT EXPENSES				18,046.00	\$		<del>-</del>	\$			0.00%	_	18,046.00
Indirect Expenses			\$	-	\$		_	\$	_		0.00%		-
TOTAL EXPENSES			\$	18,046.00	\$		-	\$	-		0.00%	\$	18,046.00
Less: Initial Payment Recovery								NOTES:					
Other Adjustments (DPH use only)								1					
REIMBURSEMENT					\$								
I certify that the information provided aboraccordance with the contract approved for claims are maintained in our office at the	r services address i	provided ndicated.	under the	e provision				justification				n	
Signature:					•			Date:					
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Behavioral Health Services-Budget/ Invoi 1380 Howard St., 4th Floor San Francisco, CA 94103	ce Analys	t											
Or email to: cbhsinvoices@sfdph.org						,	Authorize	ed Signato	ry	-	Des	Date	

Appendix F PAGE A

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							•	INVOICE	NUMBER:	M52JL22	2		
Contractor: HealthRIGHT360 - CW								Template	Version	Amend 2	1		
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Address: 1735 Mission St., San Francis	co, CA 94	103			1			Ct. PO No	.: PUHIVI	SFGOV-	J0006450	076	
Tel. No.: (415) 692-8225 Fax No.: (415)			B	HS				Fund Soul	rce:	251984-1	10000-10	001792-0	)001
1 d. 110 (110)					J			Invoice Pe	eriod:	July 20	)22		
Funding Term: 07/01/2022 - 06/30/2023	3							Final Invoi	ce:		(	Check if Y	es)
PHP Division: Behavioral Health Service	es												
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		RACTED		PERIOD		TO DA			OTAL	-	RABLES		OTAL
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	•	•	•	1	,			•	•	•	•	•	•
Unduplicated Counts for AIDS Use Only.						XPEN	ISES	EVD	ENSES	0/_	OF	DEM	AINING
Description			BL	IDGET	_		RIOD		DATE		GET		ANCE
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Fringe Benefits			\$	-	\$		-	\$	-		0.00%	\$	-
Total Personnel Expenses			\$	-	\$		-	\$			0.00%	\$	
Freedo for Dormontto Durvidore													
Funds for Payment to Providers  Training - Psychiatry Medical star	FF		\$	10,733.00	\$			¢			0.00%	\$ 1	10,733.00
Trailling - Esychiatry Medical Sta	11		\$	10,733.00	\$		-	\$	<u>-</u>		0.00%		0,733.00
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			\$	-	\$		-	\$	-		0.00%	\$	-
			\$	-	\$		-	\$	-		0.00%	\$	-
Total Operating Eventual			\$	10,733.00	\$			\$			0.00%	¢ 1	10,733.00
Total Operating Expenses Capital Expenditures			\$	10,733.00	\$		-	\$	-		0.00%		-
TOTAL DIRECT EXPENSES				10,733.00	\$		_	\$	_		0.00%		10,733.00
Indirect Expenses			\$	-	\$		-	\$			0.00%		-
TOTAL EXPENSES				10,733.00	\$		-	\$	-		0.00%		10,733.00
Less: Initial Payment Recovery								NOTES:					
Other Adjustments (DPH use only)								]					
REIMBURSEMENT					\$		-						
I certify that the information provided abo	ove is, to th	ne best of	my know	ledge, com	plete a	nd ac	curate; t	he amount r	equested fo	r reimburse	ement is i	n	
accordance with the contract approved for	or services	provided	under th	e provision	of that	contr	act. Full	justification	and backup	records fo	r those		
claims are maintained in our office at the	address i	ndicated.											
Signature:								Date:					
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Behavioral Health Services-Budget/ Invo	nce Analys	ol.	1										
1380 Howard St., 4th Floor San Francisco, CA 94103													
10an i ianoisco, OA 34 103													
Or email to:			1										
cbhsinvoices@sfdph.org						-	Authoriz	ed Signato	ry	_		Date	
Jul			_					-			Prepar	ed: 3/3/202	:3

Appendix F PAGE A

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				1000	010	7 30		INVOICE	NUMBER:	M53JL22			
Contractor: HealthRIGHT360 - CW								Template	Version	Amend 2			
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Address: 1735 Mission St., San Francisc	o, CA 941	03						Ct. PO N	o.: POHM	SFGOV-000	06450	76	
Tel. No.: (415) 692-8225 Fax No.: (415)			В	HS				Fund Sou	urce:	251984-100	00-100	01792-0	0001
FAX NO (413)								Invoice P	eriod:	July 2022			
Funding Term: 07/01/2022 - 06/30/2023								Final Invo	oice:		((	Check if Y	/es)
PHP Division: Behavioral Health Service	S												
	TO	TAL	DEI	IVERED		DELIVE	DED		% OF	REMAINI	VIC.	0/	6 OF
		RACTED		PERIOD		TO DA			70 OF ΓΟΤΑL	DELIVERAE			o OF OTAL
Program/Exhibit	UOS	UDC	UOS	UDC		UOS	UDC	UOS	UDC	1	JDC	UOS	UDC
Training													
Unduplicated Counts for AIDS Use Only.									•	·			
,						EXPEN	ISES	EX	PENSES	% OF		REM	IAINING
Description				JDGET		THIS PE		_	O DATE	BUDGE			LANCE
Total Salaries Fringe Benefits			\$	-	\$			\$	<u> </u>		0.00%		
Total Personnel Expenses			\$		\$			\$		-	0.00%	•	
, , , , , , , , , , , , , , , , , , , ,												*	
Funds for Payment to Providers													
Training - Interm (GF)				50,000.00	\$		-	\$	-		0.00%		50,000.00
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Total Operating Expenses			\$	50.000.00	\$		_	\$	_	(	0.00%	\$ 5	50,000.00
Capital Expenditures			\$	-	\$		-	\$	-		0.00%		-
TOTAL DIRECT EXPENSES			\$	50,000.00	\$		-	\$	-	(	0.00%	\$ !	50,000.00
Indirect Expenses			\$	-	\$		-	\$	-		0.00%		-
TOTAL EXPENSES			\$	50,000.00	\$		-	\$	-		0.00%	\$ !	50,000.00
Less: Initial Payment Recovery								NOTES:					
Other Adjustments (DPH use only)								1					
REIMBURSEMENT					\$		-						
I certify that the information provided abo accordance with the contract approved fo claims are maintained in our office at the	r services	provided										1	
Signature:					•			Date	·				
Printed Name:					•								
Title:			_					Phone	:				
Send to:								DPH Autho	orization for P	ayment			
Behavioral Health Services-Budget/ Invoi 1380 Howard St., 4th Floor San Francisco, CA 94103	ce Analys	t											
Or email to:								od C:=	on/			D-4-	
cbhsinvoices@sfdph.org						,	null 1011Z	ed Signat	Oi y		Prepar	Date ed: 3/6/202	

Appendix F

				Cont	act ID#						PA	GE A
					018756		INIVOICE	JUMPED.	MEO II 22			
							INVOICE N		M59JL22			
Contractor: HealthRIGHT360 - CW							Template \	Version	Amend 2		Us	er Cd
Address: 1735 Mission St., San Francisc	co, CA 94	103			1		Ct. PO No.	.: POHM	SFGOV-0	00006450		
Tel. No.: (415) 692-8225			Ιı	BHS			Fund Sour	ce:	251974-1	0001-10	038080-0	0002
Fax No.: (415)					]		Invoice Pe	riod:	July 20	122		
F I'									Guly 20	ı	21 1 163	
Funding Term: 07/01/2022 - 06/30/2023							Final Invoi	ce:	<u> </u>	(0	Check if Y	es)
PHP Division: Behavioral Health Service	es											
		TAL		LIVERED		IVERED		OF	REMA			6 OF
Program/Exhibit	UOS	RACTED UDC	UOS	S PERIOD UDC	UOS	DATE UDC	UOS	UDC UDC	UOS	UDC	UOS	OTAL UDC
TB SRO Hotels (HPH Desease Ctl)	333	020		020	000	020				020		
Unduplicated Counts for AIDS Use Only.												
Description				BUDGET		PENSES		ENSES DATE	% BUD			IAINING LANCE
Total Salaries			\$	-	\$	-	\$	DATE -	ВОД	0.00%		-ANCE
Fringe Benefits			\$	-	\$	-	\$	-		0.00%		-
Total Personnel Expenses			\$	-	\$	-	\$	-		0.00%	\$	
Funds for Payment to Providers												
TB SRO Hotels (HPH Disease Ci	tl)		\$	25,000.00	\$	_	\$	_		0.00%	\$ 2	25,000.00
251974-10001-10038080	,		\$	-	\$	-	\$	-		0.00%		-
			\$	-	\$	-	\$	-		0.00%	\$	-
			\$	-	\$	-	\$	-		0.00%		-
			\$	-	\$	-	\$	-		0.00%		<u>-</u>
			\$	-	\$	-	\$			0.00%		<del>-</del>
			\$	-	\$	-	\$	-		0.00%		-
			\$	-	\$	-	\$	-		0.00%	\$	-
Total Operating Expenses			\$	25,000.00	\$	_	\$			0.00%	\$ 2	25,000.00
Capital Expenditures			\$	-	\$	-	\$	-		0.00%		-
TOTAL DIRECT EXPENSES			\$	25,000.00	\$	-	\$	-		0.00%		25,000.00
Indirect Expenses TOTAL EXPENSES			\$	25,000.00	\$	-	\$	-		0.00%		- 25.000.00
Less: Initial Payment Recovery			\$	25,000.00	ĮΦ	-	NOTES:	-		0.00%	Φ 4	25,000.00
Other Adjustments (DPH use only)												
DEMOLIDOEMENT					•		-					
REIMBURSEMENT					\$	-						
I certify that the information provided abo			-	-	•			•			n	
accordance with the contract approved for			under t	the provision	of that co	ntract. Full	justification	and backup	records fo	r those		
claims are maintained in our office at the	address i	ndicated.										
Signature:					-		Date:					
Printed Name:					•							
Title:					•		Phone:					
Send to:			1				DPH Author	ization for F	Payment			
Behavioral Health Services-Budget/ Invo 1380 Howard St., 4th Floor San Francisco, CA 94103	ice Analys	t										
Or email to:												
cbhsinvoices@sfdph.org						Authoriz	ed Signator	rv	_		Date	

Appendix F

			0	4 ID#						PA	GE A
				act ID# 018756	7						
				0.0.00	→	INVOICE I	NUMBER:	M60OC2	2		
Contractor: HealthRIGHT360 - CW						Template \	Version	Amend 2			
										Us	er Cd
Address: 1735 Mission St., San Francisc	o, CA 94103			1		Ct. PO No.	.: POHM	SFGOV-0	0005873	43	
Tel. No.: (415) 692-8225		В	HS			Fund Sour	ce:	251984-1	0001-100	38581-0	0001
Fax No.: (415)				J		Invoice Pe		Ostoba	- 2022		
						invoice Pe	rioa:	Octobe	er 2022		
Funding Term: 10/01/2022 - 09/30/2023						Final Invoi	ce:		(0	Check if Y	es)
PHP Division: Behavioral Health Service	s										
	TOTAL	DFI	IVERED	DELL	VERED	%	OF	REMA	INING	%	o OF
	CONTRACTED		PERIOD		DATE		OTAL	DELIVER			OTAL
Program/Exhibit	UOS UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC
DHS Pre-Trial Felony MH Diversion Prograi	n Stabilization Room	s									
Unduplicated Counts for AIDS Use Only.											
D		D.	IDOET		ENSES		ENSES	% (			AINING
Description Total Salaries		\$	IDGET	\$	PERIOD	+	DATE	BUD			ANCE
Fringe Benefits		\$	-	\$	-	\$	-		0.00%		
Total Personnel Expenses		\$	-	\$	-	\$	-		0.00%		-
Funds for Payment to Providers			100 000 00								
DHS Pre-Trial Felony MH Diversion			100,000.00	\$	-	\$	-		0.00%		00,000.00
Program -State Grant 251984-10001-10038581-		\$		\$	-	\$	-		0.00%	•	<u>-</u>
231904-10001-10030301-	0001	\$	_	\$		\$			0.00%		
		\$	-	\$	_	\$	_		0.00%	•	-
		\$	-	\$	-	\$	-		0.00%	\$	-
		\$	-	\$	-	\$	-		0.00%	•	
		\$	-	\$	-	\$	-		0.00%		-
		<u> </u>		Ψ		Ψ			0.0076	Ψ	
Total Operating Expenses		\$ 1	00,000.00	\$	-	\$	-		0.00%	\$ 10	00,000.00
Capital Expenditures		\$	-	\$	-	\$	-		0.00%	\$	-
TOTAL DIRECT EXPENSES			00,000.00	\$	-	\$	-		0.00%		00,000.00
Indirect Expenses TOTAL EXPENSES		\$ \$ 1	00,000.00	\$	-	\$	-		0.00%		00,000.00
Less: Initial Payment Recovery		φ 1	00,000.00	φ	-	NOTES:			0.00 /6	φ 10	0,000.00
Other Adjustments (DPH use only)						110120					
						]					
REIMBURSEMENT				\$	-						
I certify that the information provided abo	ve is, to the best of r	ny know	ledge, com	plete and	accurate; tl	he amount r	equested fo	or reimburse	ement is in	า	
accordance with the contract approved for		-	-	•			•				
claims are maintained in our office at the	address indicated.										
Signature:						Date:					
				•		Dhara					
Title:		1	<b>I</b>	•		Phone:					
Send to:						DPH Author	ization for F	Payment			
Behavioral Health Services-Budget/ Invoi	ce Analyst										
1380 Howard St., 4th Floor	, -										
San Francisco, CA 94103											
Or amail to:											
Or email to: cbhsinvoices@sfdph.org					Authoriza	ed Signato	rv	_		Date	
		Ī	1		,		,			Late	

Oct Prepared: 3/6/2023

Appendix F PAGE A

Contract ID#

1000018756

INVOICE NUMBER: M70JL22

Contractor: HealthRIGHT360 - CW

Template Version Amend 2

User Cd

Address: 1735 Mission St., San Francisco, CA 94103

Ct. PO No.: POHM

SFGOV-0000645076

SFGOV-0000645076

Tel. No.: (415) 692-8225 BHS Fund Source: 251984-10001-10038987-0001

Fax No.: (415)

Invoice Period: July 2022

Funding Term: 07/01/2022- 12/31/2022 Final Invoice: (Check if Yes)

PHP Division: Behavioral Health Services

	TO	TAL	DELI	VERED	DELIVE	RED	%	OF	REMA	INING	%	OF
	CONTR	ACTED	THIS PERIOD		TO DATE		TOTAL		DELIVERABLES		TO	TAL
Program/Exhibit	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC
MHBG-CRRSAA Adult Emergency Stabilization	Rooms											

Unduplicated Counts for AIDS Use Only.

Unduplicated Counts for AIDS Use Only.				EXPENSES	l l	EXPENSES	% OF		REMAINING
Description		BUDGET		THIS PERIOD		TO DATE	BUDGET		BALANCE
Total Salaries	\$	-	\$	THIST LINED	\$	TO DATE	0.00%	đ	DALANCE
Fringe Benefits	\$		\$	<u> </u>	\$		0.00%	•	<u>-</u>
Total Personnel Expenses	\$	<del></del>	\$	<del></del>	\$		0.00%	_	<del></del>
Total I Groomer Expenses	ΙΨ		Ψ		ΙΨ		0.0070	Ψ	
Funds for Payment to Providers									
MHBG-CRRSAA Adult Emergency Stabilization Rooms	\$	168,013.00	\$	=	\$	=	0.00%	\$	168,013.00
251984-10001-10038987-0001	\$	-	\$	-	\$	-	0.00%	\$	-
	\$	-	\$	-	\$	-	0.00%		-
	\$	-	\$	-	\$	-	0.00%	\$	-
	\$	-	\$	-	\$	-	0.00%	\$	-
	\$	-	\$	=	\$	-	0.00%	\$	-
	\$	-	\$	=	\$	-	0.00%	\$	-
	\$	-	\$	-	\$	-	0.00%	\$	-
	\$	-	\$	-	\$	-	0.00%	\$	-
Total Operating Expenses	\$	168,013.00		-	\$	-	0.00%		168,013.00
Capital Expenditures	\$	-	\$	-	\$	-	0.00%	_	-
TOTAL DIRECT EXPENSES	\$	168,013.00	\$	-	\$	-	0.00%	_	168,013.00
Indirect Expenses	\$	-	\$	-	\$	-	0.00%		-
TOTAL EXPENSES	\$	168,013.00	\$	-	\$	-	0.00%	\$	168,013.00
Less: Initial Payment Recovery		•			NO	TES:	•		
Other Adjustments (DPH use only)					-				
REIMBURSEMENT			\$						
NEIIVIDON JEIVIEN I			Ą	•					

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:		DPH Authorization for Payment	
Behavioral Health Services-Budget/ Invoice Analyst 1380 Howard St., 4th Floor San Francisco, CA 94103			
Or email to: cbhsinvoices@sfdph.org	-	Authorized Signatory	Date

Jul Prepared: 3/6/2023

Appendix F

				Contr	act II	D#						PA	GE A
				1000	0187	56		INVOICE	NUMBER:	M72JL22			
Contractor: HealthRIGHT360 - CW								Template		Amend 2			
								•					er Cd
Address: 1735 Mission St., San Francisc	o, CA 941	03			1			Ct. PO No	.: POHM	SFGOV-0	00006450	76	
Tel. No.: (415) 692-8225				BHS				Fund Soul	ce:	152644-2	21481-100	36570-0	)001
Fax No.: (415)					J			Invoice Pe	riod:	July 20	)22		
Funding Term: 07/01/2022 - 06/30/2023								Final Invoi	ce.	,	((	Check if Y	'es)
PHP Division: Behavioral Health Service	c										<u> </u>		
PHP DIVISION. BEHAVIORAL HEALTH SERVICE	1		· -		ı								
	TO <sup>-</sup> CONTR			ELIVERED HIS PERIOD		DELIVE TO DA			OF OTAL	REMA DELIVE	INING RABLES		5 OF DTAL
Program/Exhibit	UOS	UDC	UO		ι	JOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC
TB SRO Hotels (HPH Desease Ctl)													
Unduplicated Counts for AIDS Use Only.													
Description				BUDGET		EXPEN THIS PE			ENSES DATE	% (			AINING ANCE
Total Salaries			\$	-	\$	THIOTE	-	\$	-	Вов	0.00%		-
Fringe Benefits			\$	-	\$		-	\$	-		0.00%	\$	-
Total Personnel Expenses			\$	-	\$			\$	-		0.00%	\$	
Funds for Payment to Providers													
MegaBlack (One-Ti	ime fundin	g)	\$	150,000.00	\$		-	\$	-		0.00%	\$ 15	50,000.00
152644-21481-10036570-	0001		\$	-	\$		-	\$	-		0.00%		-
			\$	-	\$		-	\$	-		0.00%		
			\$		\$		-	\$			0.00%		<u>-</u>
			\$	-	\$		-	\$	_		0.00%		-
			\$	-	\$		-	\$	-		0.00%		-
			\$	-	\$		-	\$	<u>-</u>		0.00%		-
			Ť		Ψ			Ψ			0.0070	Ψ	
Total Operating Expenses			\$	150,000.00	\$		-	\$	-		0.00%	•	50,000.00
Capital Expenditures			\$	450,000,00	\$		-	\$	-		0.00%		-
TOTAL DIRECT EXPENSES Indirect Expenses			\$	150,000.00	\$		<u>-</u>	\$	<u>-</u>		0.00%		50,000.00
TOTAL EXPENSES			\$	150,000.00			-	\$	-		0.00%		50,000.00
Less: Initial Payment Recovery								NOTES:					
Other Adjustments (DPH use only)								1					
REIMBURSEMENT					\$		-	1					
I certify that the information provided abo accordance with the contract approved for claims are maintained in our office at the Signature:	or services address ir	provided idicated.	under	the provision	•				•			1	
Printed Name:					=								
Title:					•			Phone:					
Send to:			1					DPH Autho	rization for F	Pavment			
Behavioral Health Services-Budget/ Invoi 1380 Howard St., 4th Floor San Francisco, CA 94103	ce Analyst	:								,			
Or email to: cbhsinvoices@sfdph.org						,	Authoriz	ed Signato	ry	_		Date	

Appendix F PAGE A

				act ID# 018756							
			1000	010700	<del>_</del>	INVOICE N	NUMBER:	S02JL21			
Contractor: HealthRIGHT360 - CW						Template \	/ersion	Amend 2			
						Tomplato	0101011	, arrona z		Us	ser Cd
Address: 1735 Mission St., San Francis	co, CA 94103			1		Ct. PO No.	: POHM	SFGOV-	)0006450	76	
Tel. No.: (415) 692-8225 Fax No.: (415)		В	HS			Fund Sour	ce:	240646-1	0000-100	001681-	0008
(1.5)				1		Invoice Pe	riod:	July 20	122		
Funding Term: 07/01/2022 - 06/30/2023						Final Invoi	20.			Check if	Voo)
Funding Term. 07/01/2022 - 00/30/2023						FIIIai IIIVOI	Je.		(0	JIECK II	res)
PHP Division: Behavioral Health Service	es										
	TOTAL	DEL	IVERED	DI	ELIVERED	%	OF	REMA	INING	Ç	% OF
	CONTRACTED	THIS	PERIOD	-	TO DATE	TC	TAL	DELIVE	RABLES	Т	OTAL
Program/Exhibit SUD/ BOCC Expenses	UOS UDC	UOS	UDC	UO	S UDC	UOS	UDC	UOS	UDC	UOS	UDC
SOD/ BOCC Expenses											+
		II.	II.	1		<u></u>	ı		1		
Unduplicated Counts for AIDS Use Only.						,				1	
		D.	IDOET		XPENSES		ENSES		OF		MAINING
Description Total Salaries		-	IDGET	_	IS PERIOD		DATE	BUD	GET		LANCE
Fringe Benefits		\$ \$	-	\$	-	\$	-		0.00%		
Total Personnel Expenses		\$	-	\$	-	\$	-		0.00%		-
·											
Funds for Payment to Providers:											
240646-10000-10001681-0008		\$	-	\$	-	\$	-		0.00%		-
SUD/ BOCC Expenses SUD Training		\$	158,068.00 23,450.00	\$	-	\$	<u>-</u>		0.00%		58,068.00 23,450.00
Check Writing Fees		\$	2,779.00	\$		\$			0.00%		2,779.00
oneok withing reco		\$	-	\$	-	\$	-		0.00%		-
		\$	-	\$	-	\$	-		0.00%		-
		\$	-	\$	-	\$	-		0.00%		-
		\$	-	\$	-	\$	-		0.00%		-
		\$	-	\$	-	\$	-		0.00%	\$	-
Total Operating Expenses		\$ 1	84,297.00	\$	-	\$	-		0.00%	\$ 1	84,297.00
Capital Expenditures		\$	-	\$	-	\$	-		0.00%	\$	-
TOTAL DIRECT EXPENSES			84,297.00	\$	-	\$	-		0.00%		84,297.00
Indirect Expenses		\$	-	\$	-	\$	-		0.00%	_	-
TOTAL EXPENSES		\$ 1	84,297.00	\$	-	\$	-		0.00%	\$ 1	84,297.00
Less: Initial Payment Recovery  Other Adjustments (DPH use only)						NOTES:					
(2						<u> </u>					
REIMBURSEMENT				\$	-						
certify that the information provided about accordance with the contract approved for claims are maintained in our office at the	or services provided	-	-	-			•			n	
Signature:				•		Date:					
Printed Name:											
Title:						Phone:					
Send to:		1				DPH Author	ization for F	Payment			
Behavioral Health Services-Budget/ Invo 1380 Howard St., 4th Floor San Francisco, CA 94103	ice Analyst										
Or email to: cbhsinvoices@sfdph.org					Authoriz	ed Signator	у	_		Date	!