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

Fourth Amendment

THIS **FOURTH** AMENDMENT ("Amendment") is made as of July 1st 2024, in San Francisco, California, by and between **Bayview Hunters Point Foundation** ("Contractor"), and the City and County of San Francisco, a municipal corporation ("City"), acting by and through its Director of the Office of Contract Administration.

Recitals

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

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

WHEREAS, the scope of services described in Appendix A-1 (Adult Behavioral Health) was competitively procured by the Department as required by San Francisco Administrative Code Chapter 21.1 through RFP 08-2017, issued on August 23, 2017, which allowed for contracts to have a duration up to 10 years, and this modification is consistent therewith to extend the term through June 30, 2025; and

WHEREAS, the scope of services described in Appendix A-3 (Children Outpatient) was competitively procured by the Department as required by San Francisco Administrative Code Chapter 21.1 through RFP 01-2017, re-issued on March 24, 2017, which allowed for contracts to have a duration up to 10 years, and this modification is consistent therewith to extend the term through June 30, 2025; and

WHEREAS, the scope of services described in Appendices A-2 (School-Based Centers Balboa), and A-4 (Dimensions LGBT Outpatient) was discontinued on 06/30/2023; and

WHEREAS, the scope of services described in Appendix A-5 (Jelani Family Residential Step-Down Program) was discontinued on 06/30/2024; and

WHEREAS, approval for this Amendment was obtained on 07/15/19 from the Civil Service Commission or Department of Human Resources on behalf of the Civil Service Commission under PSC number 40587-17/18 in the amount of $431,051,200 for the period commencing 01/01/18 and ending 01/01/31; and

WHEREAS, approval for this Amendment was obtained on 11/05/18 from the Civil Service Commission or Department of Human Resources on behalf of the Civil Service Commission under PSC number 46987-16/17 in the amount of $349,700,000 for the period commencing 07/01/17 and ending 07/01/28;

and

WHEREAS, this Amendment is consistent with an approval obtained from City's Health Commission approved on 05/02/23 in the amount of $20,138,218 for the period commencing 07/01/18 and ending 06/30/24; and

WHEREAS, this Amendment is consistent with an approval obtained from the City's Board of Supervisors under 291-23 approved on 06/07/23 in the amount of Sixteen Million Three

Hundred Thousand Dollars ($16,300,000) for the period commencing 07/01/18 and ending 06/30/24; and

WHEREAS, the Department has filed Ethics Form 126f4 (Notification of Contract Approval) because this Agreement, as amended herein, has a value of $100,000 or more in a fiscal year and will require the approval of an elected officer of the City; and

Now, THEREFORE, the parties 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 07/01/18 between Contractor and City, as amended by the:

First Amendment	dated 05/01/21, and
Second Amendment	dated 06/01/21, and
Third Amendment	dated 06/01/23

1.2 **San Francisco Labor and Employment Code.** As of January 4, 2024, San Francisco Administrative Code Chapters 21C (Miscellaneous Prevailing Wage Requirements), 12B (Nondiscrimination in Contracts), 12C (Nondiscrimination in Property Contracts), 12K (Salary History), 12P (Minimum Compensation), 12Q (Health Care Accountability), 12T (City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions), and 12U (Sweatfree Contracting) are redesignated as Articles 102 (Miscellaneous Prevailing Wage Requirements), 131 (Nondiscrimination in Contracts), 132 (Nondiscrimination in Property Contracts), 141 (Salary History), 111 (Minimum Compensation), 121 (Health Care Accountability), 142 (City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions), and 151 (Sweatfree Contracting) of the San Francisco Labor and Employment Code, respectively. Wherever this Agreement refers to San Francisco Administrative Code Chapters 21C, 12B, 12C, 12K, 12P, 12Q, 12T, and 12U, it shall be construed to mean San Francisco Labor and Employment Code Articles 102, 131, 132, 141, 111, 121, 142, and 151, respectively.

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

Article 2 Modifications of Scope to the Agreement

The Agreement is hereby modified as follows:

2.1 **Term of the Agreement.** Article 2 Term of the Agreement of the Agreement currently reads as follows:

> 2.1 The term of this Agreement shall commence on July 1, 2018 and expire on June 30, 2024, unless earlier terminated as otherwise provided herein.
>
> 2.2 The City has 1 option (sic) to renew the Agreement for a period of one year each. The City may extend this Agreement beyond the expiration date by exercising an option at the City's sole and absolute discretion and by modifying this Agreement as provided in Section 11.5, "Modification of this Agreement."

Option 1: 7/1/24-6/30/28

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

2.1 **Term.** The term of this Agreement shall commence on July 1, 2018 and expire on June 30, 2025, unless earlier terminated as otherwise provided herein.

2.2 **Option.** The City has 1 option to renew the Agreement for a period of three years. The City may extend this Agreement beyond the expiration date by exercising an option at the City's sole and absolute discretion and by modifying this Agreement as provided in Section 11.5, "Modification of this Agreement."

Option 1: 07/01/25-06/30/28

2.2 **Financial Matters.** Section 3.3.1 Calculation of Charges of the Original Agreement currently reads as follows:

3.3.1 **Calculation of Charges.** Contractor shall provide an invoice to the City on a monthly basis for Services completed in the immediate preceding month, unless a different schedule is set out in Appendix B, "Calculation of Charges." Compensation shall be 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 **Sixteen Million Three Hundred Thousand Dollars ($16,300,000).** The breakdown of charges associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein. In no event shall City be liable for interest or late charges for any late payments.

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 **Sixteen Million Eight Hundred Thousand Dollars ($16,800,000).** The breakdown of charges associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein. In no event shall City be liable for interest or late charges for any late payments.

2.3 **Appendices A-1 and A-3.** Appendices A-1 and A-3 are hereby replaced in its entirety by Appendices A-1 and A-3 (for FY24-25), attached to this Amendment and fully incorporated within the Agreement.

2.4 **Appendix B.** Appendix B is hereby replaced in its entirety by Appendix B (For FY 24-25), attached to this Amendment and fully incorporated within the Agreement.

2.5 **Appendices B-1 and B-3**. Appendices B-1 and B-3 are hereby replaced in its entirety by Appendices B-1 and B-3 (for FY24-25), attached to this Amendment and fully incorporated within the Agreement.

2.6 **Appendix D**. Appendix D is hereby replaced in its entirety by Appendix D, attached to this Amendment and fully incorporated within the Agreement. To the extent the Agreement refers to Appendix D in any place, the true meaning shall be Appendix D, which is a correct and updated version.

2.7 **Appendix E**. Appendix E is hereby replaced in its entirety by Appendix E Dated: OCPA & CAT v1/10/2024, and Attestation forms 06-07-2017, and Protected Information Destruction Order Purge Certification 01-10-2024, attached to this Amendment and incorporated within the Agreement.

Article 3 Updates of Standard Terms to the Agreement

The Agreement is hereby modified as follows:

3.1 **Section 10.15 Public Access to Nonprofit Records and Meetings.** Section 10.15 of the Agreement is replaced in its entirety to read as follows:

10.15. Nonprofit Contractor Requirements.

10.15.1. Good Standing. If Contractor is a nonprofit organization, 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's 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 for the duration of the Agreement. Any failure by Contractor or its subcontractors to remain in good standing with applicable requirements shall be a material breach of this Agreement.

10.15.2. Public Access to Nonprofit Records and Meetings. If Contractor is a nonprofit organization; provides Services that do not include services or benefits to City employees (and/or to their family members, dependents, or their other designated beneficiaries); and receives a cumulative total per year of at least $250,000 in City funds or City-administered funds, Contractor must comply with the City's Public Access to Nonprofit Records and Meetings requirements, as set forth in Chapter 12L of the San Francisco Administrative Code, including the remedies provided therein.

3.2 **Section 4.2 Personnel.** *Section 4.2 of the Agreement is replaced in its entirety to read as follows:*

4.2 Qualified Personnel. Contractor represents and warrants that it is qualified to perform the Services required by City, and that all Services will be performed by competent personnel with the degree of skill and care required by current and sound professional procedures and practices. 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

sufficient resources for timely completion within the project schedule specified in this Agreement.

Article 4 Effective Date

Each of the modifications set forth in Articles 2 and 3 shall be effective on and after .

Article 5 Legal Effect

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

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

CITY
Recommended by:

DocuSigned by:
Hillary Kunins 10/17/2024 | 6:33 PM PDT
2DAAE14FF6AC4A7...
Grant Colfax, MD
Director of Health
Department of Public Health

CONTRACTOR
Bayview Hunters Point Foundation

DocuSigned by:
James Bouquin 10/17/2024 | 10:33 AM PDT
E456A946F9C049D...
James Bouquin
Executive Director

City Supplier number: 0000024522

Approved as to Form:

David Chiu
City Attorney

By: DocuSigned by:
Louise Simpson 10/17/2024 | 10:54 AM PDT
BD54168A4C3B452...
Louise Simpson
Deputy City Attorney

Approved:

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

By: Signed by:
Sailaja Kurella 10/23/2024 | 6:52 PM PDT
78EAEA4AB01C4E0...

Contractor Name: Bayview Hunters Point Foundation for Community Improvement
Program Name: Adult Behavioral Health

Appendix A- 1
Funding Term: FY24-25
Funding Source: MH Adult Fed SDMC FFP, MH Adult State 1991 MH Realignment, MH Adult County GF

1. **Identifiers:**
   Program Name: Adult Behavioral Health
   1625 Carroll Ave., San Francisco, CA, 94124
   Telephone: 415-822-7500 Fax: 415-822-9767
   Website Address: www.bayviewci.org

   Contractor Address: 5815 Third Street, San Francisco, CA, 94124

   Executive Director: James Bouquin
   Telephone: 628-336-1971
   Email Address: James.Bouquin@bayviewci.org

   Program Director: Eric Anthony Lee
   Telephone: 415- 822-7500 x 115
   Email Address: eric.lee@bayviewci.org

   Program Code(s): 3851-3

2. **Nature of Document:**

   ☐ Original X Contract Amendment Revision to Program Budgets (RPB)

3. **Goal Statement:**
   BVHP Adult Outpatient program provides mental health services to community members (adults 18 and over) that support healthy development, increases stability, self-sufficiency, and success in community living. We provide mental health services, including assessment (plan development, mental health evaluation), individual therapy, group therapy, family therapy, collateral contact, rehabilitation services, targeted case management, crisis intervention, medication support services, and outreach/consultation services based on client need and preference, both face-to-face and telehealth services will be made available to clients for all offered services.

4. **Priority Population:**
   Adult clients who meet the county's eligibility guidelines and admissions criteria; however, with a focus on the residents in the Southeast neighborhoods of the city who are exposed to trauma, financial stress, homelessness and family conflict in addition to mental health issues and sometimes co-occurring substance use/abuse. BVHPF makes every effort to serve all San Franciscans in need. While Bayview Hunters Point Foundation for Community Improvement welcomes and services all ethnicities and populations from all communities throughout San Francisco, services are also designed to meet the cultural and linguistic needs of the African American and Latino population primarily residing in the Southeast sector of Bayview Hunters Point and Sunnydale communities of San Francisco. Where a particular program is not the best fit, staff will make an appropriate referral either internally or to a co-service provider in San Francisco.

5. Modality(s)/Intervention(s):
Please see Appendix B-1 CRDC page for detailed service breakdown.

Mental health services include assessment (plan development, mental health evaluation), individual therapy, group therapy, collateral contact, case management, crisis intervention, outreach services/consultation services, and medication support services.

Based on client need and preference, both face-to-face and telehealth services will be made available to clients for all offered services.

6. Methodology:

A. Outreach, recruitment, promotion, and advertisement
BVHPF IBHS conducts community engagement and outreach by connecting with clients directly through activities within Bayview Hunters Point, Potrero Hill and Visitation Valley. Staff is also connected with the Bayshore, SAFE navigation, Jelani Residential Family Residential Step- Down Program, Bayview Hills Gardens, Arlington SRO, Candlestick Point Vehicle Triage Center, community partners, and downtown SIP hotels/street outreach to receive referrals to provide service to clients who are being placed in housing in the Southeast neighborhoods.

B. Admission, enrollment and/or intake criteria and process where applicable
Clients served at BVHP IBHS must meet the eligibility requirements of CBHS and SFDPH, be San Francisco County residents, and also meet medical necessity requirements to be enrolled. If clients are in-between counties, they can be seen for services for up to 30 days if they meet the eligibility requirements for Medi-Cal or Healthy San Francisco. Services can also be made available to clients if income levels are within the state's uniform fee schedule for community mental health services.

C. Service delivery model
The BVHPF IBHS provides outpatient services that are primarily either clinic or community based or in a telehealth format but can be delivered when appropriate in the field or at client residences to improve access to care. The clinic will operate Monday through Friday from 9am-5pm and clinicians/case managers may provide services up to 9:30 pm on community sites for patients unable to access the office or adjust to telehealth services thereby meeting clients where they are "at." For all client cases, close monitoring and oversight will be conducted by the assigned clinician for the purpose of assessing the client's needs at different stages of their change and recovery process. This ongoing evaluation guides decisions regarding the appropriate frequency of services. The BVHPF IBHS does not have set program time limits and instead relies on the ongoing establishment of medical necessity to determine a client's length of treatment.

The clinicians and trainees of BVHPF IBHS will use evidence-based practices for the treatment of clients including but not limited to motivational interviewing, acceptance and commitment

therapy (ACT), cognitive behavioral therapy (CBT), insight-oriented therapy, family systems therapy, dialectical behavior therapy (DBT), brief therapy, psychoanalytic, and trauma focused approaches (ex.: cognitive processing therapy (CPT)).

Treatment will be administered using the following modalities:
-Assessment -Individual Therapy -Group Therapy
-Targeted case management
-Medication support services -Crisis intervention -Care Coordination

All services will be provided in the client's preferred language utilizing staff that can provide bi-/multi-lingual services and/or through use of translation services provided by the Department of Public Health.

The Bayview Integrated Behavioral Health Service participates in the BHS Advanced Access initiative, the timely measurement of data at the site, and reporting of data to CBHS. Initial risk assessments are completed for clients on a timely basis and treatment planning with clients' input is prioritized and completed within anticipated timeframes.

For client referrals that represent a more critical and immediate need, priority is placed on follow up and assignment to clinicians. Priority referrals include Foster Care Mental Health, Child Protective Services (CPS), and Gold Cards (high risk, frequent service users).

D. Discharge Planning and exit criteria and process
The exit criteria for BVHPF IBHS are based upon attainment of the goals and desired outcomes outlined in the treatment plan of care. Staff will continually track client progress and will use a step-down approach when appropriate to decrease the frequency of treatment to prepare the clients for autonomous functioning in the community. At the point of discharge, staff will have provided linkages to desired resources such has case management, housing support, medical care and/or vocational training so that clients have a network of continuous resources.

E. Program staffing
The BVHPF IBHS is staffed with licensed and license-eligible marriage and family therapists, social workers, professional clinical counselors, psychologists, board certified psychiatrists, and clinical case managers. All staff is dedicated to serving the community and are responsive to issues of ethnicity, culture, language and gender. Ongoing trainings and supervision are provided to ensure that clinicians maintain awareness of best practices and competent care.

The BVHPF IBHS is focused on ongoing staff recruitment to fill program vacancies as quickly as possible. The program is also working to re-start its practicum training program to bring more developing professionals into the community mental health field.

7. Objectives and Measurements:
All objectives, and descriptions of how objectives will be measured, are contained in the BHS document entitled Adult and Older Adult Performance objectives FY 23-24.

8. Continuous Quality Improvement:

A. Guidelines and results of documentation of Continuous Quality Improvement are included in the Program's annually revised Administrative Binder. Contents of the Administrative Binder include guidelines, descriptions, and results of a range of administrative, clinical, and operating procedures. The Administrative Binder attests to compliance regulations, service policies, fees and billing, quality assurance, credentialing, client satisfaction, grievances, emergencies, cultural competence, facility status and fire clearance, and client rights. The BVHPF IBHS abides by the guidelines and mandates as described in the Administrative Binder in ensuring compliance in all aspects of direct services to clients, program service models, and program operations.

B. Achievement of contract performance objectives and productivity
The Bayview Integrated Behavioral Health Service follows a Quality Assurance and Activities Plan that is designed to enhance, improve, and monitor quality of care and services. Annual Performance Objectives identified by BHS are discussed regularly with staff. All clinical staff members are expected to carry out services based on program productivity standards which include caseload size, units of service, and adherence to delivery of service timelines. Avatar reports provide critical staff and program information relative to required charting, documentation timelines, staff activity, caseloads, billing categories and other current data which are useful in evaluating the clinic's progress with meeting contract deliverables and performance objectives. If a particular staff member is found to be underperforming individual meetings are held to understand the nature of the issue and to collaboratively develop a remediation plan.

C. Quality of documentation
The BVHPF IBHS identifies any areas of improvement needed in clinical services through regular chart reviews and staff evaluations. In line with meeting quality assurance guidelines, all clinical staff participate in regularly scheduled clinical case conferences which provide ongoing opportunities for case presentation, plan development, and feedback. Clinicians receive weekly 1:1 supervision and Group Supervision from a Licensed Clinical Supervisor where discussions focus on the elements of client cases such as assessment and treatment planning, case formulation, continuity of care, and discharge planning. All new staff is subject to ongoing documentation review and co-signing by the clinical supervisor. The duration of this type of oversight is left to the discretion of the supervisor to determine when a staff member is consistently documenting services according to Medi-Cal standards.

Once a staff member no longer requires a co-signer, their notes, assessments and treatment plans are still reviewed quarterly for a proportion of their caseload in order to ensure quality and consistency

As of October 1, 2021, we have resumed the Program Utilization Review Quality Committee (PURQC) delegation which meets weekly for the purpose of reviewing client charts. The PURQC process includes review of documents based on an identified checklist, review of compliance to documentation, and feedback and recommendations to clinicians regarding charts scheduled in this process. The Bayview Integrated Behavioral Health Service adheres to relevant PURQC guidelines and assures compliance to its mandates and propriety.

D. Cultural Competency
The Bayview Hunters Point Foundation recognizes the importance of culture in the design and offering of services, and makes every effort to be a responsive, culturally-relevant provider. To ensure that all staff are aware of and trained in a range of issues related to serving the cultural interests and needs of clients, the Bayview Integrated Behavioral Health Service staff will participate in available trainings on cultural issues that are provided by the Department of Health and other on-site trainings. Guest presenters in particular will be included in on-site trainings. Given the diversity of San Francisco communities, if a client should make a request for specific ethnic, linguistic, or gender relative to cultural preferences, the Program will make every effort to be accommodating to those requests. Materials available for clients' use are printed and made available in various languages.

E. Client Satisfaction
The Bayview Integrated Behavioral Health Service values client opinions and suggestions for program improvements. Clients are provided an opportunity to express their views through annual client satisfaction surveys which are administered through a Community Behavioral Health Service protocol. Client Satisfaction Survey results are reviewed and discussed with staff, and clients as applicable. Suggestions provided by clients through this process are reviewed as well and discussed with all staff. Suggestions for program changes are implemented as appropriate and doable so that services outcomes and the quality of care provided to all clients can be enhanced and deemed more effective for all clients.

F. Timely completion and use of outcome data
The Bayview Integrated Behavioral Health Service follows all compliance guidelines relative to the gathering and evaluation of outcome data, including ANSA scoring. All required resource documents are completed within the timelines designated by CBHS. Copies of weekly staff meeting agendas, on-site training endeavors, and any other required Avatar or BHS generated outcome reports are retained in the files of the Bayview Integrated Behavioral Health Program. The Program's Administrative Binder is up to date according to fiscal year and is available for review at any time by the DPH Business Office Contract Compliance (BOCC) staff during monitoring visits.

9. **Required Language:** N/A
10. **Subcontractors & Consultants (for Fiscal Intermediary/Program Management ONLY):** N/A

1. **Identifiers:**

Program Name: Children Outpatient
Program Address: 1625 Carroll, San Francisco, CA, 94124
Telephone: 415-822-7500 Fax: 415-822-9767
Website Address: www.bayviewci.org

Contractor Address: 5815 Third Street, San Francisco, CA, 94124 Executive Director: James Bouquin
Telephone: 628-336-1971
Email Address: james.bouquin@bayviewci.org

Program Director: Eric Anthony Lee
Telephone: 415- 822-7500 x 115
Email Address: eric.lee@bayviewci.org

Program Code(s): 3851-6

2. **Nature of Document:**

☐ Original ☒ Contract Amendment Revision to Program Budgets (RPB)

3. **Goal Statement:**

BVHP Children Outpatient program provides mental health services to young community members (children up to the age of 18) and their families that will support healthy development and improve functioning in the home, school, and community. We provide mental health services, including assessment (plan development, mental health evaluation), individual therapy, group therapy, family therapy, collateral contact, rehabilitation services, targeted case management, crisis intervention, and outreach/consultation services.

4. **Priority Population:**

Youth under the age of 18 years within the SFUSD's Bayview Superintendent Zone and who meet the county's eligibility guidelines and admissions criteria with a primary focus on residents in the Southeast neighborhoods who have been exposed to trauma, familial financial stress, homelessness, and family conflict in addition to mental health issues and sometimes co-occurring substance use/abuse. While Bayview Hunters Point Foundation for Community Improvement welcomes and services all ethnicities and populations from all communities throughout San Francisco, services are also designed to meet the cultural and linguistic needs of the African American and Latino youth population primarily residing in the Southeast sector of Bayview Hunters Point and Sunnydale communities of San Francisco.
The program also has positions funded through the ERMHS service specifically to provide school- based therapy services to students across the SFUSD. BVHPFCI makes every effort to serve all San Franciscans in need. Where a particular program is not the best fit, staff will make an appropriate referral, either internally or to a co-service provider in San Francisco.

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

Please see Appendix B-1 CRDC page for detailed service breakdown.

Mental health services include assessment (plan development, mental health evaluation), individual therapy, group therapy, family therapy, collateral contact, case management, crisis intervention and outreach services/consultation services.

Based on need, both face to face and telehealth services will be made available to clients for all offered services. Now that in-person instruction has resumed for SFUSD, school-based services are be provided as well when meetings can be accommodated in COVID safety compliant rooms.

6. Methodology:

Outreach, recruitment, promotion, and advertisement

BVHPF IBHS conducts community engagement and outreach by connecting with clients directly through activities within Bayview Hunters Point, Potrero Hill and Visitation Valley. Staff are also partnering more closely with local schools and youth service organizations to encourage access to care.

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

Clients served at BVHP IBHS must meet the eligibility requirements of CBHS and SFDPH, be San Francisco County residents, and also meet medical necessity requirements to be enrolled. If clients are in-between counties, they can be seen for services for up to 30 days if they meet the eligibility requirements for MediCal or Healthy San Francisco. Services can also be made available to clients if income levels are within the state's uniform fee schedule for community mental health services.

Service delivery model

The BVHPF IBHS provides outpatient services that are primarily either clinic based or in a telehealth format but can be delivered when appropriate in the field or at client residences to improve access to care. The clinic will operate Monday through Friday from 9am-5pm. For all client cases, close monitoring and oversight will be conducted by the assigned clinician for the purpose of assessing the client's needs at different stages of their change and recovery process. This ongoing evaluation guides decisions regarding the appropriate frequency of services. The BVHPF IBHS does not have set program time limits and instead relies on the ongoing establishment of medical necessity to determine a client's length of treatment.

The clinicians and trainees of BVHPF IBHS will use evidence-based practices for the treatment of clients including but not limited to: motivational interviewing, acceptance and commitment therapy (ACT), cognitive behavioral therapy (CBT), insight oriented therapy, family systems therapy, dialectical behavior therapy (DBT), brief therapy, psychoanalytic, child-centered play therapy, art therapy and trauma focused approaches (ex.: cognitive processing therapy (CPT)).

Treatment will be administered using the following modalities:

-Assessment
-Individual Therapy
-Group Therapy
-Family therapy
-Collateral services
-Targeted case management
-Crisis intervention
-Case management

All services will be provided in the client's preferred language utilizing staff that can provide bi-/multi-lingual services and/or through use of translation services provided by the Department of Public Health.

The Bayview Integrated Behavioral Health Service participates in the BHS Advanced Access initiative, the timely measurement of data at the site, and reporting of data to CBHS. Initial risk assessments are completed for clients on a timely basis and treatment planning with clients' input is prioritized and completed within anticipated timeframes.

For client referrals that represent a more critical and immediate need, priority is placed on follow-up and assignment to clinicians. Priority referrals include Foster Care Mental Health, Child Protective Services (CPS), and Child Crisis.

A. Discharge Planning and exit criteria and process.
The exit criteria for BVHPF IBHS are based upon attainment of the goals and desired outcomes outlined in the treatment plan of care. Staff will continually track client progress and will use a step-down approach when appropriate to decrease the frequency of treatment to prepare the clients for autonomous functioning in the community. At the point of discharge, staff will have provided linkages to desired resources such has case management, ongoing educational support and/or vocational training so that clients have a network of continuous resources.

B. Program staffing
The BVHPF IBHS is staffed with licensed and license-eligible marriage and family therapists, professional clinical counselors, social workers, psychologists, and licensed board-certified psychiatrists. All staff are dedicated to serving the community and are responsive to issues of ethnicity, culture, language, and gender. Ongoing training and supervision are provided to ensure that clinicians maintain awareness of best practices and competent care.

The BVHPF IBHS is currently fully staffed but due to ongoing growth and in anticipation of possible turnover, the agency is focused on ongoing staff recruitment through maintaining connections with local alumni organizations and training programs. Due to the pandemic, the program was not able to restart its training program during FY 22-23 but we are hoping to re-start

the practicum training program in the next year to bring more developing professionals into the community mental health field.

7. Objectives and Measurements:

All objectives, and descriptions of how objectives will be measured, are contained in the BHS document entitled Children, Youth and Families Performance objectives FY 23-24.

8. Continuous Quality Improvement:

Guidelines and results of documentation of Continuous Quality Improvement are included in the Program's annually revised Administrative Binder. Contents of the Administrative Binder include guidelines, descriptions, and results of a range of administrative, clinical, and operating procedures. The Administrative Binder attests to compliance regulations, service policies, fees and billing, quality assurance, credentialing, client satisfaction, grievances, emergencies, cultural competence, facility status and fire clearance, and client rights. The BVHPF IBHS abides by the guidelines and mandates as described in the Administrative Binder in ensuring compliance in all aspects of direct services to clients, program service models, and program operations.

Achievement of contract performance objectives and productivity

The Bayview Integrated Behavioral Health Service follows a Quality Assurance and Activities Plan that is designed to enhance, improve, and monitor quality of care and services. Annual Performance Objectives identified by BHS are discussed regularly with staff. All clinical staff members are expected to carry out services based on program productivity standards which include caseload size, units of service, and adherence to delivery of service timelines. Avatar reports provide critical staff and program information relative to required charting, documentation timelines, staff activity, caseloads, billing categories and other current data which are useful in evaluating the clinic's progress with meeting contract deliverables and performance objectives. If particular staff are found to be underperforming individual meetings are held to understand the nature of the issue and to collaboratively develop a remediation plan.

Quality of documentation

The BVHPF IBHS identifies any areas of improvement needed in clinical services through regular chart reviews and staff evaluations. In line with meeting quality assurance guidelines, all clinical staff participate in regularly scheduled clinical case conferences which provide ongoing opportunities for case presentation, plan development, and feedback. Clinicians receive weekly 1:1 supervision and Group Supervision from a Licensed Clinical Supervisor where discussions focus on the elements of client cases such as assessment and treatment planning, case formulation, continuity of care, and discharge planning. All new staff are subject to ongoing documentation review and co-signing by the clinical supervisor. The duration of this type of oversight is left to the discretion of the supervisor to determine when a staff member is consistently documenting services according to Medi-Cal standards. Once a staff member no longer requires a co-signer, their notes, assessments, and treatment plans are still reviewed quarterly for a proportion of their caseload in order to ensure quality and consistency.

As of October 1, 2021 our updated Program Utilization Review Quality Committee (PURQC) delegation agreement was approved and we have resumed this weekly service authorization process. The PURQC process includes review of documents based on an identified checklist, review of compliance to documentation, and feedback and recommendations to clinicians regarding treatment plans scheduled in this process. The Bayview Integrated Behavioral Health Service adheres to relevant PURQC guidelines and assures compliance to its mandates and propriety.

A. ***Cultural Competency***
The Bayview Hunters Point Foundation recognizes the importance of culture in the design and offering of services, and makes every effort to be a responsive, culturally relevant provider. To ensure that all staff are aware of and trained in a range of issues related to serving the cultural interests and needs of clients, the Bayview Integrated Behavioral Health Service staff will participate in available trainings on cultural issues that are provided by the Department of Health and other on-site trainings. Guest presenters will be included in on-site training. Given the diversity of San Francisco communities, if a client should make a request for specific ethnic, linguistic, or gender relative to cultural preferences, the Program will make every effort to be accommodating to those requests. Materials available for clients' use are printed and made available in various languages.

B. ***Client Satisfaction***
The Bayview Integrated Behavioral Health Service values client opinions and suggestions for program improvements. Clients are provided an opportunity to express their views through annual client satisfaction surveys which are administered through a Community Behavioral Health Service protocol. Client Satisfaction Survey results are reviewed and discussed with staff and clients as applicable. Suggestions provided by clients through this process are reviewed as well and discussed with all staff. Suggestions for program changes are implemented as appropriate and doable so that services outcomes and the quality of care provided to all clients can be enhanced and deemed more effective for all clients.

C. ***Timely completion and use of outcome data***
The Bayview Integrated Behavioral Health Service follows all compliance guidelines relative to the gathering and evaluation of outcome data, including CANS and PSC-35 data. All required resource documents are completed within the timelines designated by CBHS. Copies of weekly staff meeting agendas, on-site training endeavors, and any other required Avatar or BHS generated outcome reports are retained in the files of the Bayview Integrated Behavioral Health Program. The Program's Administrative Binder is up to date according to fiscal year and is available for review at any time by the DPH business Office Contract Compliance (BOCC) staff and during monitoring visits.

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

10. **Subcontractors & Consultants (for Fiscal Intermediary/Program Management ONLY):** N/A

Appendix B
Calculation of Charges

1. Method of Payment

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

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

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

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

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

B. Final Closing Invoice

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

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

(2) For contracted services reimbursable by Cost Reimbursement:

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

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

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

CONTRACTOR agrees that within that fiscal year, this initial payment shall be recovered by the CITY through a reduction to monthly payments to CONTRACTOR during the period of October 1 – 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:

B-1:	Adult Behavioral Health
B-2:	School-Based Centers (Balboa) – discontinued on 06/30/23
B-3:	Children Outpatient
B-4:	Dimensions LGBT – discontinued on 06/30/23
B-5	Jelani Family Program – discontinued on 06/30/24

B. CONTRACTOR understands that, of this maximum dollar obligation listed in section 3.3.1 of this Agreement, ~~$817,144~~ $279,295 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

contract term	estimated funding allocation
July 1, 2018 - June 30, 2019	$1,214,293
July 1, 2019 - June 30, 2020	$2,031,313
July 1, 2020 - June 30, 2021	$2,249,424
21-22 CODB/ MCO DV	$77,638
July 1, 2021 - June 30, 2022	$2,575,401
July 1, 2022 - June 30, 2023	$2,452,122
July 1, 2023 - June 30, 2024	~~$2,779,082~~ #3,316,931
July 1, 2024 - June 30, 2025	$2,603,583
total	~~15,982,856~~ #16,520,705
contingency	~~817,144~~ # 279,295
total	16,800,000

L6

3. Services of Attorneys

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

4. State or Federal Medi-Cal Revenues

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

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

5. Reports and Services

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

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

DHCS Legal Entity Number	00341							Appendix B, Page 1
Legal Entity Name/Contractor Name	Bayview Hunters Point Foundation						Fiscal Year	2024-2025
Contract ID Number	1000011308						Funding Notification Date	08/08/23
Appendix Number	B-1	B-2	B-3	B-4	B-5	B-#	B-#	
Provider Number								
Program Name	Adult Behavioral Health	School-based Centers	Children Outpatient	Dimensions	Jelani Family Program			
Program Code	38513	38518	38516		3816SD			
Funding Term	07/01/2024-06/30/2025	07/01/2023-06/15/2024	07/01/2024-06/30/2025	07/01/2023-06/30/2024	07/01/2023-06/30/2024			
FUNDING USES								TOTAL
Salaries	$ 585,894		$ 629,606					$ 1,215,500
Employee Benefits	$ 174,566		$ 158,989					$ 333,555
Subtotal Salaries & Employee Benefits	**$ 760,460**		**$ 788,595**	$ -		$ -	$ -	**$ 1,549,055**
Operating Expenses	$ 475,012		$ 239,917					**$ 714,929**
Capital Expenses								$ -
Subtotal Direct Expenses	**$ 1,235,472**		**$ 1,028,512**	$ -		$ -	$ -	**$ 2,263,984**
Indirect Expenses	$ 185,321		$ 154,277					**$ 339,598**
Indirect %	**15.0%**		**15.0%**	**0.0%**		**0.0%**	**0.0%**	**15.0%**
TOTAL FUNDING USES	**$ 1,420,793**		**$ 1,182,790**	$ -		$ -	$ -	**$ 2,603,583**
BHS MENTAL HEALTH FUNDING SOURCES								
MH Adult Fed SDMC FFP (50%)	$ 470,922							$ 470,922
MH Adult State 1991 MH Realignment	$ 154,812							$ 154,812
MH Adult County General Fund	$ 795,059							$ 795,059
MH CYF Fed SDMC FFP (50%)			$ 279,260					
MH CYF Fed SDMC FFP (50%) ERMHS			$ 150,000					
MH CYF State 2011 PSR-EPSDT			$ 150,485					
MH CYF Fed SDMC FFP (50%) ERMHS			$ 150,000					
MH CYF County General Fund			$ 293,204					
MH CYF County GF ERMHS			$ 119,000					
MH MHSA (CYF) Match			$ 6,500					
MH CYF County GF WO CODB			$ 34,340					
MH MHSA (PEI)								
								$ -
								$ -
								$ -
TOTAL BHS MENTAL HEALTH FUNDING SOURCES	**$ 1,420,793**	$ -	**$ 1,182,789**	$ -	$ -	$ -	$ -	**$ 2,603,582**
BHS SUD FUNDING SOURCES								
SUD Fed SABG Discretionary, CFDA 93.959								$ -
SUD County General Fund								$ -
								$ -
								$ -
								$ -
								$ -
TOTAL BHS SUD FUNDING SOURCES	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
OTHER DPH FUNDING SOURCES								
								$ -
								$ -
								$ -
TOTAL OTHER DPH FUNDING SOURCES	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL DPH FUNDING SOURCES	**$ 1,420,793**	$ -	**$ 1,182,789**	$ -	$ -	$ -	$ -	**$ 2,603,582**
NON-DPH FUNDING SOURCES								
								$ -
								$ -
TOTAL NON-DPH FUNDING SOURCES	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL FUNDING SOURCES (DPH AND NON-DPH)	**$ 1,420,793**	$ -	**$ 1,182,789**	$ -	$ -	$ -	$ -	**$ 2,603,582**
Prepared By	Simba Ndemera					**Phone Number**	415-350-5205	

Form Revised 6/22/2023

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

DHCS Legal Entity Number	00341	Appendix Number	B-1
Provider Name	Bayview Hunters Point Found	Page Number	2
Provider Number	3851	Fiscal Year	2024-2025
Contract ID Number	1000011308	g Notification Date	08/08/23
		Program Name	Adult Behavioral Health
		Program Code	38513
		Mode/SFC (MH) or Modality (SUD)	15
		Service Description	Outpatient Services
		Funding Term (mm/dd/yy-mm/dd/yy):	07/01/2024-06/30/2025
FUNDING USES			TOTAL
		Salaries & Employee Benefits	$ 933,550 $ 933,550
		Operating Expenses	$ 301,922 $ 301,922
		Capital Expenses	$ -
		Subtotal Direct Expenses	**$ 1,235,472 $ 1,235,472**
		Indirect Expenses	$ 185,321 $ 185,321
		Indirect %	**15.0% 15.0%**
		TOTAL FUNDING USES	**$ 1,420,793 $ 1,420,793**
BHS MENTAL HEALTH FUNDING SOURCES	**Dept-Auth-Proj-Activity**		
MH Adult Fed SDMC FFP (50%)	251984-10000-10001792-0001	$ 470,922	$ 470,922
MH Adult State 1991 MH Realignment	251984-10000-10001792-0001	$ 154,812	$ 154,812
MH Adult County General Fund	251984-10000-10001792-0001	$ 795,059	$ 795,059
			$ -
This row left blank for funding sources not in drop-down list			$ -
		TOTAL BHS MENTAL HEALTH FUNDING SOURCES	**$ 1,420,793 $ 1,420,793**
BHS SUD FUNDING SOURCES	**Dept-Auth-Proj-Activity**		
			$ -
			$ -
			$ -
This row left blank for funding sources not in drop-down list			$ -
		TOTAL BHS SUD FUNDING SOURCES	**$ - $ -**
OTHER DPH FUNDING SOURCES	**Dept-Auth-Proj-Activity**		
			$ -
This row left blank for funding sources not in drop-down list			$ -
		TOTAL OTHER DPH FUNDING SOURCES	**$ - $ -**
		TOTAL DPH FUNDING SOURCES	**$ 1,420,793 $ 1,420,793**
NON-DPH FUNDING SOURCES			
This row left blank for funding sources not in drop-down list			$ -
		TOTAL NON-DPH FUNDING SOURCES	**$ - $ -**
		TOTAL FUNDING SOURCES (DPH AND NON-DPH)	**1,420,793 1,420,793**
BHS UNITS OF SERVICE AND UNIT COST			
		Number of Beds Purchased	
		SUD Only - Number of Outpatient Group Counseling Sessions	
		SUD Only - Licensed Capacity for Narcotic Treatment Programs	
		Payment Method	Cost Reimbursement (CR)
		DPH Units of Service/Hours to Bill (LOF)	1,362
		Unit Type	Staff Hour
		Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only)	$ 1,043.17
		Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)	$ 1,043.17
		Published Rate (Medi-Cal Providers Only)	**Total UDC**
		Unduplicated Clients (UDC)	Included 275

Appendix B - DPH 3: Salaries & Employee Benefits Detail

Contract ID Number 1000011308
Program Name B-1
Program Code 38513

Outpatient Services Only

Appendix Number B-1
Page Number 3
Fiscal Year 2024-2025
Funding Notification Date 08/08/23

		Total Budgeted FTE	Total Budgeted Salaries	Practitioner Type	Portion of FTE Providing Services to Clients	Portion of FTE Providing Program Support	FY23/24 Level of Effort (LOE) Target	251984-10000-10001792-001		Dept-Auth-Proj-Activity		Dept-Auth-Proj-Activity		Dept-Auth-Proj-Activity		Dept-Auth-Proj-Activity		Dept-Auth-Proj-Activity	
				Use the dropdown to select the appropriate Practitioner Type for all positions. Direct Patient Care Percentages are fixed by Practitioner Type using DHCS recommendations.	Include all billable and non-billable time for staff providing services to the client.	Include only time involved in program support activities. Examples include Program Director & QA.	LOE Formula: Column E (Estimated Direct Patient Care %) X Column F (Portion of FTE Providing Services to Clients) X 46 weeks X 40 hours												
Funding Term		07/01/2023-06/30/2024						07/01/2024-06/30/2025		mm/dd/yy-mm/dd/yy		mm/dd/yy-mm/dd/yy		mm/dd/yy-mm/dd/yy		mm/dd/yy-mm/dd/yy		mm/dd/yy-mm/dd/yy	
Position Title		FTE	Salaries					FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries
Chief Mission Officer	Pamela Gilmore	0.30	$ 51,000.05	No DHCS Practitioner type applies. Non-billable	0.15	0.15	-	0.30	$ 51,000										
Executive Assistant	Andrea Evans	0.30	$ 24,000.05	No DHCS Practitioner type applies. Non-billable	0.15	0.15	-	0.30	$ 24,000										
Quality Assurance Coordinator	Antwanette Adams	0.20	$ 10,560.00	No DHCS Practitioner type applies. Non-billable	0.10	0.10	-	0.20	$ 10,560										
Facility Coordinator	Phillip Gray Sr.	0.16	$ 8,320.00	No DHCS Practitioner type applies. Non-billable	0.08	0.08	-	0.16	$ 8,320										
Janitor	Blanca Guzman	0.25	$ 11,440.00	No DHCS Practitioner type applies. Non-billable	0.13	0.13	-	0.25	$ 11,440										
									$ -										
									$ -										
Director	Eric Lee	0.25	$ 32,500.00	No DHCS Practitioner type applies. Non-billable	0.13	0.13	-	0.25	$ 32,500										
Behavioral Health Program Manager	Linda Nicholson	0.30	$ 21,000.02	No DHCS Practitioner type applies. Non-billable	0.15	0.15	-	0.30	$ 21,000										
Behavioral Health Billing Coordinator	Renee R. Johnson	0.30	$ 16,224.00	No DHCS Practitioner type applies. Non-billable	0.15	0.15	-	0.30	$ 16,224										
Behavioral Health Supervisor	Ursula Choice	0.30	$ 24,000.00	No DHCS Practitioner type applies. Non-billable	0.15	0.15	-	0.30	$ 24,000										
Behavioral Health Assistant	Melanie Cruz	0.29	$ 18,850.00	No DHCS Practitioner type applies. Non-billable	0.15	0.15	-	0.29	$ 18,850										
Behavioral Health Medical Record Clerk	Clarissa L. McDaniel	0.25	$ 13,000.00	No DHCS Practitioner type applies. Non-billable	0.13	0.13	-	0.25	$ 13,000										
							-		$ -										
							-		$ -										
Mental Health Clinician	Breanna Herron	1.00	$ 45,000.00	LPHA (MFT, LCSW, LPCC) / Intern or Waivered LPHA (MF	0.50	0.20	368.00	0.50	$ 45,000										
Mental Health Clinician	Trey Kerr	1.00	$ 90,000.00	LPHA (MFT, LCSW, LPCC) / Intern or Waivered LPHA (MF	0.50	0.50	368.00	1.00	$ 90,000										
Mental Health Clinician	Samuel McFarland	0.50	$ 90,000.00	LPHA (MFT, LCSW, LPCC) / Intern or Waivered LPHA (MF	0.25	0.25	184.00	1.00	$ 90,000										
Mental Health Clinician	Favin Mehari	1.00	$ 90,000.00	LPHA (MFT, LCSW, LPCC) / Intern or Waivered LPHA (MF	0.50	0.50	368.00	1.00	$ 90,000										
			$ -				-		$ -										
Nurse Practitioner	Rhome Palmea	0.20	$ 40,000.00	Nurse Practitioner - 40%	0.10	0.10	73.60	0.20	$ 40,000										
							-												
Totals:		6.60	$ 586,894.12		3.30	3.00	1,361.60	6.60	$ 586,894.12	0.00	$ -	0.00	$ -	0.00	$ -	0.00	$ -	0.00	$ -
Employee Benefits:		29.79%	$ 174,566.00					29.79%	$ 174,566.00	0.00%		0.00%		0.00%		0.00%		0.00%	
TOTAL SALARIES & BENEFITS			$ 760,460.00						$ 760,460.00		$ -		$ -		$ -		$ -		$ -

Appendix B - DPH 4: Operating Expenses Detail

Contract ID Number 1000011308
Program Name B-1
Program Code 38513

Appendix Number B-1
Page Number 4
Fiscal Year 2024-2025
Funding Notification Date 08/08/23

Expense Categories & Line Items			TOTAL	251984-10000-10001792-001		Dept-Auth-Proj-Activity	Dept-Auth-Proj-Activity	Dept-Auth-Proj-Activity	Dept-Auth-Proj-Activity
Funding Term			07/01/2023-06/30/2024	07/01/2024-06/30/2025	(mm/dd/yy-mm/dd/yy)	(mm/dd/yy-mm/dd/yy)	(mm/dd/yy-mm/dd/yy)	(mm/dd/yy-mm/dd/yy)	(mm/dd/yy-mm/dd/yy):
Rent			$ 59,612.00	$ 59,612.00					
Utilities (telephone, electricity, water, gas)			$ 19,000.00	$ 19,000.00					
Building Repair/Maintenance			$ 1,200.00	$ 1,200.00					
Occupancy Total:			**$ 79,812.00**	**$ 79,812.00**	$ -	$ -	$ -	$ -	$ -
Office Supplies			$ 3,600.00	$ 3,600.00					
IT Support			$ 6,000.00	$ 6,000.00					
Program Supplies			$ 8,000.00	$ 8,000.00					
Computer Hardware/Software			$ 7,000.00	$ 7,000.00					
Materials & Supplies Total:			**$ 24,600.00**	**$ 24,600.00**	$ -	$ -	$ -	$ -	$ -
Training/Staff Development			$ 6,000.00	$ 6,000.00					
Insurance			$ 17,000.00	$ 17,000.00					
Professional License			$ 2,800.00	$ 2,800.00					
Permits			$ -						
Equipment Lease & Maintenance			$ 6,810.00	$ 6,810.00					
General Operating Total:			**$ 32,610.00**	**$ 32,610.00**	$ -	$ -	$ -	$ -	$ -
Local Travel			$ 1,200.00	$ 1,200.00					
Out-of-Town Travel			$ -						
Field Expenses			$ -						
Staff Travel Total:			**$ 1,200.00**	**$ 1,200.00**	$ -	$ -	$ -	$ -	$ -
Ruth DePeralta	$200	7/1/23 to -6/30/24	$ 192,000.00	$ 192,000					
Ina Moon MFT - Clinical supervision, consultation and training.	$125	7/1/23 to -6/30/24	$ 62,500.00	$ 62,500					
Dr. Ross Quinn - Medical Director	$160	7/1/23 to -6/30/24	$ 63,540.00	$ 63,540					
Susan Doucette - Clinical Consulting	$125	7/1/23 to -6/30/24	$ 18,750.00	$ 18,750					
			$ -						
Consultant/Subcontractor Total:			**$ 336,790.00**	**$ 336,790.00**	$ -	$ -	$ -	$ -	$ -
Other (provide detail):			$ -						
			$ -						
			$ -						
Other Total:			**$ - **	**$ - **	$ -	$ -	$ -	$ -	$ -
TOTAL OPERATING EXPENSE			**$ 475,012.00**	**$ 475,012.00**	$ -	$ -	$ -	$ -	$ -

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

DHCS Legal Entity Number	00341		Appendix Number	B-3
Provider Name	Bayview Hunters Point Foundation		Page Number	5
Provider Number	3851		Fiscal Year	2024-2025
Contract ID Number	1000011308		Funding Notification Date	08/08/23
	Program Name	Children Outpatient		
	Program Code	38516		
	Mode/SFC (MH) or Modality (SUD)	15		
	Service Description	Outpatient Services		
	Funding Term (mm/dd/yy-mm/dd/yy):	07/01/2024-06/30/2025		
FUNDING USES				**TOTAL**
	Salaries & Employee Benefits	$ 788,595		$ 788,595
	Operating Expenses	$ 239,917		$ 239,917
	Capital Expenses			$ -
	Subtotal Direct Expenses	**$ 1,028,512**	**$ -**	**$ 1,028,512**
	Indirect Expenses	$ 154,277		$ 154,277
	Indirect %	**15.0%**	**0.0%**	**15.0%**
	TOTAL FUNDING USES	**$ 1,182,789**	**$ -**	**$ 1,182,789**
BHS MENTAL HEALTH FUNDING SOURCES	**Dept-Auth-Proj-Activity**			
MH CYF Fed SDMC FFP (50%)	251962-10000-10001670-0001	$ 279,261		$ 279,261
MH CYF Fed SDMC FFP (50%) ERMHS	251982-10000-10037431-0001	$ 150,000		$ 150,000
MH CYF State 2011 PSR-EPSDT	251962-10000-10001670-0001	$ 150,485		$ 150,485
MH CYF Fed SDMC FFP (50%) ERMHS	251982-10000-10037431-0001	$ 150,000		$ 150,000
MH CYF County General Fund	251962-10000-10001670-0001	$ 293,203		$ 293,203
MH CYF County GF ERMHS	251962-10000-10001670-0001	$ 119,000		$ 119,000
MH MHSA (CYF) Match	11630-251984-17156-10031199-0085	$ 6,500		$ 6,500
MH CYF County GF WO CODB	251962-10000-10001670-0001	$ 34,340		$ 34,340
				$ -
This row left blank for funding sources not in drop-down list				$ -
	TOTAL BHS MENTAL HEALTH FUNDING SOURCES	**$ 1,182,789**	**$ -**	**$ 1,182,789**
BHS SUD FUNDING SOURCES	**Dept-Auth-Proj-Activity**			
				$ -
				$ -
				$ -
This row left blank for funding sources not in drop-down list				$ -
	TOTAL BHS SUD FUNDING SOURCES	**$ -**	**$ -**	**$ -**
OTHER DPH FUNDING SOURCES	**Dept-Auth-Proj-Activity**			
				$ -
This row left blank for funding sources not in drop-down list				$ -
	TOTAL OTHER DPH FUNDING SOURCES	**$ -**	**$ -**	**$ -**
	TOTAL DPH FUNDING SOURCES	**$ 1,182,789**	**$ -**	**$ 1,182,789**
NON-DPH FUNDING SOURCES				
This row left blank for funding sources not in drop-down list				$ -
	TOTAL NON-DPH FUNDING SOURCES	**$ -**	**$ -**	**$ -**
	TOTAL FUNDING SOURCES (DPH AND NON-DPH)	**1,182,789**	**-**	**1,182,789**
BHS UNITS OF SERVICE AND UNIT COST				
	Number of Beds Purchased			
	SUD Only - Number of Outpatient Group Counseling Sessions			
	SUD Only - Licensed Capacity for Narcotic Treatment Programs			
	Payment Method	Cost Reimbursement (CR)		
	DPH Units of Service/Hours to Bill (LOF)	2,245		
	Unit Type	Staff Hour	0	
	Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only)	$ 526.85	$ -	
	Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)	$ 526.85	$ -	
	Published Rate (Medi-Cal Providers Only)			**Total UDC**
	Unduplicated Clients (UDC)	Included		60

Appendix B - DPH 3: Salaries & Employee Benefits Detail

Contract ID Number: 1000011308
Program Name: Children Outpatient
Program Code: 38515

Outpatient Services Only

Appendix Number: B-3
Page Number: 6
Fiscal Year: 2024-2025
Funding Notification Date: 05/08/23

		Total Budgeted FTE	Total Budgeted Salaries	Practitioner Type	Portion of FTE Providing Services to Clients	Portion of FTE Providing Program Support	FY23/24 Level of Effort (LOE) Target	251962-10000-10001678-0001		251982-10000-10037431-0001		11830-251984-17156-10031199-0085		Dept-Auth-Proj-Activity		Dept-Auth-Proj-Activity		Dept-Auth-Proj-Activity		
				Use the dropdown to select the appropriate Practitioner Type for all positions. Direct Patient Care Percentages are fixed by Practitioner Type using DHCS recommendations.	Include all billable and non-billable time for staff providing services to the client.	Include only time involved in program support activities. Examples include Program Director & QA.	LOE Formula: Column E (Estimated Direct Patient Care %) X Column F (Portion of FTE Providing Services to Clients) X 45 weeks X 40 hours	0.74		0.25		0.01								
Funding Term:		07/01/2024-06/30/2025						07/01/23-06/30/2024		mm/dd/yy-mm/dd/yy		mm/dd/yy-mm/dd/yy		mm/dd/yy-mm/dd/yy		mm/dd/yy-mm/dd/yy		mm/dd/yy-mm/dd/yy		
Position Title		FTE	Salaries					FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries	
Chief Mission Officer	Pamela Gilmore	0.10	$ 11,000.00	No DHCS Practitioner type applies, Non-billable	0.10	0.10	-	0.10	$ 12,580	0.10	$ 4,250	0.10	$ 175							$ 170,000
Executive Assistant	Andrea Evans	0.10	$ 4,000.00	No DHCS Practitioner type applies, Non-billable	0.05	0.05	-	0.10	$ 1,620	0.10	$ 2,000	0.10	$ 80							$ 90,000
Director	Fay Lee	0.25	$ 37,500.00	No DHCS Practitioner type applies, Non-billable	0.13	0.13	-	0.25	$ 24,000	0.25	$ 8,125	0.25	$ 325							$ 132,000
Admin/Reive Assistant/Receptionist	Melissa Cruz	0.21	$ 13,956.00	No DHCS Practitioner type applies, Non-billable	0.11	0.11	-	0.21	$ 10,101	0.21	$ 3,413	0.21	$ 137							$ 93,000
Medical Record Clerk	Clarissa L. McDaniel	0.25	$ 11,000.00	No DHCS Practitioner type applies, Non-billable	0.13	0.13	-	0.25	$ 8,670	0.25	$ 2,795	0.25	$ 130							$ 5,000
Quality Assurance Coordinator	Ambarette Adams	0.10	$ 13,200.00	No DHCS Practitioner type applies, Non-billable	0.10	0.10	-	0.10	$ 8,758	0.10	$ 3,300	0.10	$ 132							$ 90,000
Behavioral Health Billing Coordinator	Renee M. Johnson	0.20	$ 19,815.00	No DHCS Practitioner type applies, Non-billable	0.10	0.10	-	0.20	$ 8,904	0.20	$ 7,704	0.20	$ 106							$ 94,080
Janitor	Shonia Gilmore	0.25	$ 11,440.00	No DHCS Practitioner type applies, Non-billable	0.13	0.13	-	0.25	$ 8,466	0.25	$ 3,660	0.25	$ 114							$ 45,760
Mental Health Clinician	Nazneen B. Fakhrulb	1.00	$ 80,000.00	LPHA (MFT, LCSW, LPCC) Intern or Waivered (PHA (MFT, LCSW, LPCC) - 40%	0.80	0.20	588.80	1.00	$ 44,000	1.00	$ 22,000	1.00	$ 800							$ 90,000
Mental Health Clinician	Ruth Zeitelberg	1.00	$ 80,000.00	LPHA (MFT, LCSW, LPCC) Intern or Waivered (PHA (MFT, LCSW, LPCC) - 40%	0.20	0.80	588.80	1.00	$ 66,000	1.00	$ 22,000	1.00	$ 800							$ 90,000
Mental Health Clinician	TBD	1.00	$ 80,000.00	LPHA (MFT, LCSW, LPCC) Intern or Waivered (PHA (MFT, LCSW, LPCC) - 40%	0.00	0.50	368.00	1.00	$ 66,000	1.00	$ 22,000	1.00	$ 800							$ 90,000
Mental Health Clinician	Aniket Shete	1.00	$ 125,000.00	LPHA (MFT, LCSW, LPCC) Intern or Waivered (PHA (MFT, LCSW, LPCC) - 40%	0.50	0.50	368.00	1.00	$ 77,700	1.00	$ 36,150	1.00	$ 1,050							$ 105,000
Mental Health Clinician	Samuel McFarland	0.50	$ 42,000.00	LPHA (MFT, LCSW, LPCC) Intern or Waivered (PHA (MFT, LCSW, LPCC) - 40%	0.25	0.25	184.00	0.50	$ 33,300	0.50	$ 11,970	0.50	$ 420							$ 90,000
Mental Health Clinician	Thomas Tisdik	1.00	$ 90,000.00	LPHA (MFT, LCSW, LPCC) Intern or Waivered (PHA (MFT, LCSW, LPCC) - 40%	0.50	0.50	184.00	1.00	$ 66,000	1.00	$ 22,000	1.00	$ 800							$ 90,000
	Totals:	7.06	$ 629,606.00		3.88	3.28	2,244.80	7.06	$ 465,908.44	7.06	$ 157,401.50	7.06	$ 5,299.06	0.00	$ -	0.00	$ -	0.00	$ -	
Employee Benefits:		25.25%	$ 158,989.00					25.25%	$ 117,651.56	25.25%	$ 39,747.75	25.25%	$ 1,569.69	0.00%		0.00%		0.00%		
TOTAL SALARIES & BENEFITS			$ 788,595.00						$ 583,560.00		$ 197,149.00		$ 7,686.00		$ -		$ -		$ -	158989

Appendix B - DPH 4: Operating Expenses Detail

Contract ID Number 1000011308
Program Name Children Outpatient
Program Code 38518

Appendix Number B-3
Page Number 7
Fiscal Year 2024-2025
Funding Notification Date 08/08/23

Expense Categories & Line Items		TOTAL	Dept-Auth-Proj-Activity	Dept-Auth-Proj-Activity	Dept-Auth-Proj-Activity
Funding Term		07/01/2024-06/30/2025	(mm/dd/yy-mm/dd/yy)	(mm/dd/yy-mm/dd/yy)	(mm/dd/yy-mm/dd/yy):
Rent		$ 46,006.00			
Utilities (telephone, electricity, water, gas)		$ 12,000.00			
Building Repair/Maintenance		$ 30,461.00			
Occupancy Total:		**$ 88,467.00**	$ -	$ -	$ -
Office Supplies		$ 2,400.00			
IT Support		$ 8,000.00			
Program Supplies		$ 12,000.00			
Computer Hardware/Software		$ 3,000.00			
Materials & Supplies Total:		**$ 25,400.00**	$ -	$ -	$ -
Training/Staff Development		$ 6,000.00			
Insurance		$ 9,200.00			
Professional License		$ 1,200.00			
Permits		$ -			
Equipment Lease & Maintenance		$ 1,200.00			
General Operating Total:		**$ 17,600.00**	$ -	$ -	$ -
Local Travel		$ 7,800.00			
Out-of-Town Travel		$ -			
Field Expenses		$ -			
Staff Travel Total:		**$ 7,800.00**	$ -	$ -	$ -
Consultant/Subcontractor (Provide Consultant/Subcontracting Agency Name, Service Detail w/Dates, Hourly Rate and Amounts)					
S & D Accreditation and Consulting Services	7/1/23 to -6/30/24	$ 19,400.00			
Ina Moon MFT - Clinical supervision, consultation and training. $125	7/1/23 to -6/30/24	$ 62,500.00			
Susan Doucette - Clinical Consulting		$ 18,750.00			
Consultant/Subcontractor Total:		**$ 100,650.00**	$ -	$ -	$ -
Other (provide detail):		$ -			
		$ -			
		$ -			
Other Total:		**$ -**	$ -	$ -	$ -
TOTAL OPERATING EXPENSE		**$ 239,917.00**	$ -	$ -	$ -

Appendix D

SAN FRANCISCO DEPARTMENT OF PUBLIC HEALTH

THIRD PARTY COMPUTER SYSTEM ACCESS AGREEMENT

(SAA)

TABLE OF CONTENTS

TERMS AND CONDITIONS

The following terms and conditions govern Third Party access to San Francisco Department of Public Health ("Department" and/or "City") Computer Systems. Third Party access to Department Computer Systems and Department Confidential Information is predicated on compliance with the terms and conditions set forth herein.

SECTION 1 - "THIRD PARTY" CATEGORIES

1. **Third Party In General**: means an entity seeking to access a Department Computer System. Third Party includes, but is not limited to, Contractors (including but not limited to Contractor's employees, agents, subcontractors), Researchers, and Grantees, as further defined below. Category-specific terms for Treatment Providers, Education Institutions, and Health Insurers are set forth Sections 4 through 6, herein.

2. **Treatment Provider**: means an entity seeking access to Department Computer Systems in order to obtain patient information necessary to provide patient treatment, billing, and healthcare operations, including access for Physician Practices, Hospitals, Long Term Care Facilities, and Nursing Homes.

3. **Education Institution**: means an entity seeking access to Department Computer Systems to support the training of its students while performing education activities at Department facilities.

4. **Health Insurer**: means an entity seeking access to provide health insurance or managed care services for Department patients.

SECTION 2 - DEFINITIONS

1. "**Agreement**" means an Agreement between the Third Party and Department that necessitates Third Party's access to Department Computer System. Agreement includes, but is not limited to, clinical trial agreements, accreditation agreements, affiliation agreements, professional services agreements, no-cost memoranda of understanding, and insurance network agreements.

2. "**Department Computer System**" means an information technology system used to gather and store information, including Department Confidential Information, for the delivery of services to the Department.

3. "**Department Confidential Information**" means information contained in a Department Computer System, including identifiable protected health information ("PHI") or personally identifiable information ("PII") of Department patients.

4. "**Third Party**" and/or "**Contractor**" means a Third Party Treatment Provider, Education Institution, and/or Health Insurer, under contract with the City.

5. "**User**" means an individual who is being provided access to a Department Computer Systems on behalf of Third Party. Third Party Users include, but are not limited to, Third Party's employees, students/trainees, agents, and subcontractors.

SECTION 3 – GENERAL REQUIREMENTS

1. **Third Party Staff Responsibility**. Third Party is responsible for its work force and each Third Party User's compliance with these Third Party System Access Terms and Conditions.

2. **Limitations on Access**. User's access shall be based on the specific roles assigned by Department to ensure that access to Department Computer Systems and Department Confidential Information is limited to the minimum necessary to perform under the Agreement.

3. **Qualified Personnel**. Third Party and Department (i.e., training and onboarding) shall ensure that Third Party Users are qualified to access a Department Computer System.

4. **Remote Access/Multifactor Authentication**. Department may permit Third Party Users to access a Department Computer System remotely. Third Party User shall use Department's multifactor authentication solution when accessing Department systems remotely or whenever prompted.

5. **Issuance of Unique Accounts**. Department will issue a unique user account for each User of a Department Computer System. Third Party User is permitted neither to share such credentials nor use another user's account.

6. **Appropriate Use**. Third Party is responsible for the appropriate use and safeguarding of credentials for Department Computer System access issued to Third Party Users. Third Party shall take the appropriate steps to ensure that their employees, agents, and subcontractors will not intentionally seek out, download, transfer, read, use, or disclose Department Confidential Information other than for the use category described in Section 1 – "Third Party" Categories.

7. **Notification of Change in Account Requirements**. Third Party shall promptly notify Department via Third Party's Report for DPH Service Desk (dph.helpdesk@sfdph.org) in the event that Third Party or a Third Party User no longer has a need to use Department Computer Systems(s), or if the Third Party User access requirements change. Such notification shall be made no later than one (1) business day after determination that use is no longer needed or that access requirements have changed.

8. **Assistance to Administer Accounts**. The Parties shall provide all reasonable assistance and information necessary for the other Party to administer the Third Party User accounts.

9. **Security Controls**. Third Party shall appropriately secure Third Party's computing infrastructure, including but not limited to computer equipment, mobile devices, software applications, and networks, using industry standard tools to reduce the threat that an unauthorized individual could use Third Party's computing infrastructure to gain unauthorized access to a Department Computer System. Third Party shall also take commercially reasonable measures to protect its computing infrastructure against intrusions, viruses, worms, ransomware, or other disabling codes. General security controls include, but are not limited to:

a **Password Policy**. Third Party must maintain a password policy based on information security best practices for password length, complexity, and reuse. Third Party credentials used to access Third Party networks and systems must be configured for a password change no greater than every 90 calendar days.

b **Workstation/Laptop Encryption**. All Third Party-owned or managed workstations, laptops, tablets, smart phones, and similar devices that access a Department Computer System must be configured with full disk encryption using a FIPS 140-2 certified algorithm.

c **Endpoint Protection Tools**. All Third Party-owned or managed workstations, laptops, tablets, smart phones, and similar devices that access a Department Computer System must maintain a current installation of comprehensive anti-virus, anti-malware, anti-ransomware, desktop firewall, and intrusion prevention software with automatic updates scheduled at least daily.

d **Patch Management**. To correct known security vulnerabilities, Third Party shall install security patches and updates in a timely manner on all Third Party-owned workstations, laptops, tablets, smart phones, and similar devices that access Department Computer Systems based on Third Party's risk assessment of such patches and updates, the technical requirements of Third Party's computer systems, and the vendor's written recommendations. If patches and

updates cannot be applied in a timely manner due to hardware or software constraints, mitigating controls must be implemented based upon the results of a risk assessment.

e **Mobile Device Management.** Third Party shall ensure both corporate-owned and personally owned mobile devices have Mobile Device Management (MDM) installed. Given the prevalence of restricted data in Third Party's environment, all mobile devices used for Third Party's business must be encrypted. This applies to both corporate-owned and privately-owned mobile devices. At a minimum, the MDM should: Enforce an entity's security policies and perform real-time compliance checking and reporting; Enforce strong passwords/passcodes for access to mobile devices; Perform on-demand remote wipe if a mobile device is lost or stolen; Mandate device encryption.

10. **Auditing Accounts Issued.** Department reserves the right to audit the issuance and use of Third Party User accounts. To the extent that Department provides Third Party with access to tools or reports to audit what Department Confidential Information a Third Party User has accessed on a Department Computer System, Third Party must perform audits on a regular basis to determine if a Third Party User has inappropriately accessed Department Confidential Information.

11. **Assistance with Investigations.** Third Party must provide all assistance and information reasonably necessary for Department to investigate any suspected inappropriate use of a Department Computer Systems or access to Department Confidential Information. The Department may terminate a Third Party' User's access to a Department Computer System following a determination of inappropriate use of a Department Computer System.

12. **Inappropriate Access, Failure to Comply.** If Third Party suspects that a Third Party User has inappropriately accessed a Department Computer System or Department Confidential Information, Third Party must immediately, and within no more than one (1) business day, notify Department.

13. **Policies and Training.** Third Party must develop and implement appropriate policies and procedures to comply with applicable privacy, security and compliance rules and regulations. Third Party shall provide appropriate training to Third Party Users on such policies. Access will only be provided to Third Party Users once all required training is completed.

14. **Third Party Data User Confidentiality Agreement.** Before Department Computer System access is granted, as part of Department's compliance, privacy, and security training, each Third Party User must complete Department's individual user confidentiality, data security and electronic signature agreement form. The agreement must be renewed annually.

15. **Corrective Action.** Third Party shall take corrective action upon determining that a Third Party User may have violated these Third Party System Access Terms and Conditions.

16. **No Technical or Administrative Support.** Except as provided herein or otherwise agreed, the Department will provide no technical or administrative support to Third Party or Third Party User(s) for Department Computer System access; provided, however, that the foregoing does not apply to technical or administrative support necessary to fulfill Third Party's contractual and/or legal obligations, or as required to comply with the terms of this Agreement.

SECTION 4 – ADDITIONAL REQUIREMENTS FOR TREATMENT PROVIDERS

1. **Permitted Access, Use and Disclosure.** Treatment Providers and Treatment Provider Users shall access Department Confidential Information of a patient/client in accordance with applicable privacy rules and data protection laws. Requests to obtain data for research purposes require approval from an Institutional Review Board (IRB).

2. **Redisclosure Prohibition.** Treatment Providers may not redisclose Department Confidential Information, except as otherwise permitted by law.

3. **HIPAA Security Rule.** Under the HIPAA Security Rule, Treatment Providers must implement safeguards to ensure appropriate protection of protected/electronic health information (PHI/EHI), including but not limited to the following:

a) Ensure the confidentiality, integrity, and security of all PHI/EHI they create, receive, maintain or transmit when using Department Computer Systems;

b) Identify and protect against reasonably anticipated threats to the security or integrity of the information;

c) Protect against reasonably anticipated, impermissible uses or disclosures; and

d) Ensure compliance by their workforce.

SECTION 5 – ADDITIONAL REQUIREMENTS FOR EDUCATION/TEACHING INSTITUTIONS

1. **Education Institution is Responsible for its Users.** Education Institutions shall inform Education Institution Users (including students, staff, and faculty) of their duty to comply with the terms and conditions herein. Department shall ensure that all Education Institution Users granted access to a Department Computer System shall first successfully complete Department's standard staff training for privacy and compliance, information security and awareness, and software-application specific training before being provided User accounts and access to Department Computer Systems.

2. **Tracking of Training and Agreements.** Department shall maintain evidence of all Education Institution Users (including students, staff, and faculty) having successfully completed Department's standard staff training for privacy and compliance and information security and awareness. Such evidence shall be maintained for a period of five (5) years from the date of graduation or termination of the Third Party User's access.

SECTION 6 – ADDITIONAL REQUIREMENTS FOR HEALTH INSURERS

1. **Permitted Access, Use and Disclosure.** Health Insurers and Health Insurer Users may access Department Confidential Information only as necessary for payment processing and audits, including but not limited to quality assurance activities, wellness activities, care planning activities, and scheduling.

2. **Member / Patient Authorization.** Before accessing, using, or further disclosing Department Confidential Information, Health Insurers must secure all necessary written authorizations from the patient / member or such individuals who have medical decision-making authority for the patient / member.

SECTION 7 - DEPARTMENT'S RIGHTS

1. **Periodic Reviews.** Department reserves the right to perform regular audits to determine if a Third Party's access to Department Computer Systems complies with these terms and conditions.

2. **Revocation of Accounts for Lack of Use.** Department may revoke any account if it is not used for a period of ninety (90) days.

3. **Revocation of Access for Cause.** Department and Third Party reserves the right to suspend or terminate a Third Party User's access to Department Computer Systems at any time for cause, i.e., the Parties determined that a Third-Party User has violated the terms of this Agreement and/or Applicable law.

4. **Third Party Responsibility for Cost.** Each Third Party is responsible for its own costs incurred in connection with this Agreement or accessing Department Computer Systems.

SECTION 8 - DATA BREACH; LOSS OF CITY DATA.

1. **Data Breach Discovery**. Following Third Party's discovery of a breach of City Data disclosed to Third Party pursuant to this Agreement, Third Party shall notify City in accordance with applicable laws. Third Party shall:

i. mitigate, to the extent practicable, any risks or damages involved with the breach or security incident and to protect the operating environment; and

ii. comply with any requirements of federal and state laws as applicable to Third Party pertaining to the breach of City Data.

2. **Investigation of Breach and Security Incidents.** To the extent a breach or security system is identified within Third Party's System that involves City Data provided under this Agreement, Third Party shall investigate such breach or security incident. For the avoidance of doubt, City shall investigate any breach or security incident identified within the City's Data System To the extent of Third Party discovery of information that relates to the breach or security incident of City Data, Third Party User shall inform the City of:

i. the City Data believed to have been the subject of breach;

ii. a description of the unauthorized persons known or reasonably believed to have improperly used, accessed or acquired the City Data;

iii. to the extent known, a description of where the City Data is believed to have been improperly used or disclosed; and

iv. to the extent known, a description of the probable and proximate causes of the breach or security incident;

3. **Written Report. To the extent a breach is identified within Third Party's System,** Third Party shall provide a written report of the investigation to the City as soon as practicable; provided, however, that the report shall not include any information protected under the attorney-client privileged, attorney-work product, peer review laws, and/or other applicable privileges. The report shall include, but not be limited to, the information specified above, as well as information on measures to mitigate the breach or security incident.

4. **Notification to Individuals.** If notification to individuals whose information was breached is required under state or federal law, Third Party shall cooperate with and assist City in its notification (including substitute notification) to the individuals affected by the breach

5. **Sample Notification to Individuals.** If notification to individuals is required, Third Party shall cooperate with and assist City in its submission of a sample copy of the notification to the Attorney General.

6. **Media Communications.** The Parties shall together determine any communications related to a Data Breach.

7. **Protected Health Information.** Third Party and its subcontractors, agents, and employees shall comply with all federal and state laws regarding the transmission, storage and protection of all PHI disclosed to Third Party by City. In the event that City pays a regulatory fine, and/or is assessed civil penalties or damages through private rights of action, based on an impermissible use or disclosure of PHI given to Third Party by City, Third Party shall indemnify City for the amount of such fine or penalties or damages, including costs of notification, but only in proportion to and to the extent that such fine, penalty or damages are caused by or result from the impermissible acts or omissions of Third Party. This section does not apply to the extent fines or penalties or damages were caused by the City or its officers, agents, subcontractors or employees.

Attachment 1 to SAA

System Specific Requirements

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

A. Department Care Link Requirements:

1. Connectivity.

a) Third Party must obtain and maintain an Internet connection and equipment in accordance with specifications provided by Epic and/or Department. Technical equipment and software specifications for accessing Department Care Link may change over time. Third Party is responsible for all associated costs. Third Party shall ensure that Third Party Data Users access the System only through equipment owned or leased and maintained by Third Party.

2. Compliance with Epic Terms and Conditions.

a) Third Party 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 Department Care Link application, and each Data User will need to agree to them electronically upon first sign-in before accessing Department 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 Department Epic through Epic Hyperspace the following terms shall apply:

A. Department Epic Hyperspace:

1. Connectivity.

a) Third Party must obtain and maintain an Internet connection and required equipment in accordance with specifications provided by Epic and Department. Technical equipment and software specifications for accessing Department Epic Hyperspace will change over time. You may request a copy of required browser, system, and connection requirements from the Department IT division. Third Party is responsible for all associated costs. Third Party shall ensure that Third Party Data Users access the System in accordance with the terms of this agreement.

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

a) Prior to entering into agreement with Department to access Department Epic Hyperspace, Third Party 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 notifies Department, in writing, of Third Party's permissions to access Department Epic Hyperspace

prior to completing this agreement. Third Party will at all times access and use the system strictly in accordance with the Epic Terms and Conditions.

III. For Access to Department myAvatar the following terms shall apply:

A. Department myAvatar

1. Connectivity.

a. Third Party must obtain an Internet connection and required equipment in accordance with specifications provided by Department. Technical equipment and software specifications for accessing Department myAvatar will change over time. You may request a copy of required browser, system, and connection requirements from the Department IT division. Third Party is responsible for all associated costs. Third Party shall ensure that Third Party Data Users access the System only through equipment owned or leased and maintained by Third Party.

2. Information Technology (IT) Support.

a. Third Party 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. Applicants must complete the myAvatar Account Request Form found at https://www.sfdph.org/dph/files/CBHSdocs/BHISdocs/UserDoc/Avatar_Account_Request_Form.pdf

c. All licensed, waivered, registered and/or certified providers must complete the Department credentialing process in accordance with the DHCS MHSUDS Information Notice #18-019.

APPENDIX E

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

RECITALS

A. CE, by and through the San Francisco Department of Public Health ("SFDPH"), wishes to disclose certain information to BA pursuant to the terms of the Agreement, some of which may constitute Protected Health Information ("PHI") (defined below).

B. For purposes of the Agreement, CE requires Contractor, even if Contractor is also a covered entity under HIPAA, to comply with the terms and conditions of this BAA as a BA of CE.

C. CE and BA intend to protect the privacy and provide for the security of PHI disclosed to BA pursuant to the Agreement in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("the HITECH Act"), and regulations promulgated there under by the U.S. Department of Health and Human Services (the "HIPAA Regulations") and other applicable laws, including, but not limited to, California Civil Code §§ 56, et seq., California Health and Safety Code § 1280.15, California Civil Code §§ 1798, et seq., California Welfare & Institutions Code §§5328, et seq., and the regulations promulgated there under (the "California Regulations").

D. As part of the HIPAA Regulations, the Privacy Rule and the Security Rule (defined below) require CE to enter into a contract containing specific requirements with BA prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 164.314(a), 164.502(a) and (e) and 164.504(e) of the Code of Federal Regulations ("C.F.R.") and contained in this BAA.

E. BA enters into agreements with CE that require the CE to disclose certain identifiable health information to BA. The parties desire to enter into this BAA to permit BA to have access to such information and comply with the BA requirements of HIPAA, the HITECH Act, and the corresponding Regulations.

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

1. Definitions.

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

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

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

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

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

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

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

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

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

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

k. Protected Health Information or PHI means any information, including electronic PHI, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the

individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Sections 160.103 and 164.501. For the purposes of this BAA, PHI includes all medical information and health insurance information as defined in California Civil Code Sections 56.05 and 1798.82.

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

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

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

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

2. **Obligations of Business Associate.**

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

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

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

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

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

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

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

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

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

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

APPENDIX E

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

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

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

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

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

APPENDIX E

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

3. Termination.

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

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

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

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

APPENDIX E

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

4. Amendment to Comply with Law.

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

5. Reimbursement for Fines or Penalties.

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

Attachment 1 – SFDPH Privacy Attestation, version 06-07-2017
Attachment 2 – SFDPH Data Security Attestation, version 06-07-2017
Attachment 3 – Protected Information Destruction Order Purge Certification 01-10-2024

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

ATTACHMENT 1

Contractor Name:		Contractor City Vendor ID	

PRIVACY ATTESTATION

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

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

I. All Contractors.

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

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

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

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

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

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

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

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.

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

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

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

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

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

Attachment 3 to Appendix E

Protected Information Destruction Order
Purge Certification - Contract ID # _____

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

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

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

****

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

So Certified

_____
Signature

Title: _____

Date: _____