

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

Sixth Amendment

THIS **SIXTH** AMENDMENT (“Amendment”) is made as of **January 1, 2026** in San Francisco, California, by and between **Bayview Hunters Point Foundation for Community Improvement** (“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, 2028; 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, 2028; and

WHEREAS, this Contract is deemed exempt from Chapter 14B of the San Francisco Administrative Code because of federal and state funding and, as such, there is no Local Business Enterprise (“LBE”) subcontracting participation requirement for this Agreement; and

WHEREAS, approval for this Amendment was obtained on 2/5/2024 from the Department of Human Resources on behalf of the Civil Service Commission under PSC number 40587-17/18 which authorizes the award of multiple agreements, the total value of which cannot exceed \$438,051,200 and the individual duration of which cannot exceed 156 months; and

WHEREAS, approval for this Amendment was obtained on 8/31/2023 from the Department of Human Resources on behalf of the Civil Service Commission under PSC number 46987-16/17

which authorizes the award of multiple agreements, the total value of which cannot exceed \$349,700,000, and the individual duration of which cannot exceed 132 months; and

WHEREAS, this Amendment is consistent with an approval obtained from the City's Board of Supervisors under [insert resolution number] approved on [insert date of Commission or Board action] in the amount of [insert Dollar Amount] for the period commencing July 1, 2018 and ending June 30, 2028 ; 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 the Board of Supervisors; 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 July 1, 2018 between Contractor and City, as amended by the:

First Amendment,	dated May 1, 2021 and
Second Amendment,	dated June 1, 2021
Third Amendment,	dated June 1, 2023
Fourth Amendment,	dated July 1, 2024.
Fifth Amendment,	dated July 1, 2025.

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

Article 2 Modifications 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 Fifth Amendment currently reads as follows:

2.1 **Term.** The term of this Agreement shall commence on July 1, 2018 and expire on December 31, 2026, unless earlier terminated as otherwise provided herein.

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, 2028, unless earlier terminated as otherwise provided herein.

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

3.3.1 **Calculation of Charges and Contract Not to Exceed Amount.** The amount of this Agreement shall not exceed **Eighteen Million Seventy Nine Thousand Nine Hundred Ninety Six Dollars (\$18,079,996)**, the breakdown of which appears in Appendix B, "Calculation of Charges." City shall not be liable for interest or late charges for any late payments. City will not honor minimum service order charges for any Services covered by this Agreement.

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

3.3.1 **Calculation of Charges and Contract Not to Exceed Amount.** The amount of this Agreement shall not exceed **Twenty Five Million Six Hundred Eleven Thousand Seven Hundred Nineteen Dollars (\$25,611,719)**, the breakdown of which appears in Appendix B, "Calculation of Charges." City shall not be liable for interest or late charges for any late payments. City will not honor minimum service order charges for any Services covered by this Agreement.

2.3 **Appendices A-1 and A-3.** Appendices A-1 and A-3 are hereby replaced in their entirety by Appendices A-1 and A-3 attached to this Amendment and fully incorporated within the Agreement. To the extent the Agreement refers to Appendices A-1 and A-3 in any place, the true meaning shall be Appendices A-1 and A-3 which is a correct and updated version.

2.4 **Appendices B, B-1 and B-3.** Appendices B, B-1 and B-3 are hereby replaced in their entirety by Appendices B, B-1 and B-3 attached to this Amendment and fully incorporated within the Agreement. To the extent the Agreement refers to Appendices B, B-1 and B-3 in any place, the true meaning shall be Appendices B, B-1 and B-3 which is a correct and updated version

2.5 **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.

2.6 **Appendix E.** Appendix E, Business Associate Agreement (BAA) is hereby removed from this Agreement as the terms and conditions in this appendix have been determined to not apply to the services provided under this Agreement.

Article 3 Updates of Standard Terms to the Agreement

The Agreement is hereby modified as follows:

3.1 **Section 1.10 Confidential Information.** *Section 1.10 of the Agreement is replaced in its entirety to read as follows as a Definition in Article 1:*

1.10 “Confidential Information” means confidential City information including, but not limited to, personally-identifiable information (“PII”), protected health information (“PHI”), or individual financial information (collectively, “Proprietary or Confidential Information”) that is subject to local, state or federal laws restricting the use and disclosure of such information, including, but not limited to, Article 1, Section 1 of the California Constitution; the California Information Practices Act (Civil Code § 1798 et seq.); the California Confidentiality of Medical Information Act (Civil Code § 56 et seq.); the federal Gramm-Leach-Bliley Act (15 U.S.C. §§ 6801(b) and 6805(b)(2)); the privacy and information security aspects of the Administrative Simplification provisions of the federal Health Insurance Portability and Accountability Act (45 CFR Part 160 and Subparts A, C, and E of part 164); and San Francisco Administrative Code Chapter 12M (Chapter 12M). Confidential Information includes, without limitation, City Data.

3.2 **Section 3.7.3 Reserved.** *Section 3.7.3 of the Agreement is replaced in its entirety to read as follows:*

3.7.3 Reserved.

3.3 **Section 4.2 Qualified 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.

3.4 **Section 4.5 Assignment.** *Section 4.5 of the Agreement is replaced in its entirety to read as follows:*

4.5 Assignment. Services to be performed by Contractor are personal in character. This Agreement may not be directly or indirectly assigned, novated, or otherwise transferred unless first approved by City by written instrument executed and approved in the same manner as this Agreement. Any purported assignment made in violation of this provision shall be null and void.

3.5 **Section 10.4 Consideration of Salary History.** *Section 10.4 of the Agreement is replaced in its entirety to read as follows:*

3.1 10.4 Consideration of Salary History. Contractor shall comply with San Francisco Labor and Employment Code Article 141, the Consideration of Salary History Ordinance or “Pay Parity Act.” Contractor is prohibited from considering current or past salary of an applicant in determining whether to hire the applicant or what salary to offer the applicant to the extent that such applicant is applying for employment to be performed on this Agreement or in furtherance of this Agreement, and whose application, in whole or part, will be solicited, received, processed or considered, whether or not through an interview, in City or on City property. The ordinance also prohibits employers from (1) asking such applicants about their current or past salary or (2) disclosing a current or former employee’s salary history without that employee’s authorization unless the salary history is publicly available. Contractor is subject to the enforcement and penalty provisions in Article 141. Information about and the text of Article 141 is available on the web at <https://sfgov.org/olse/consideration-salary-history>. Contractor is required to comply with all of the applicable provisions of Article 141, irrespective of the listing of obligations in this Section.

3.2 Section 10.11 Limitations on Contributions. *Section 10.11 of the Agreement is replaced in its entirety to read as follows:*

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

3.3 Section 10.17 Distribution of Beverages and Water. *Section 10.17 of the Agreement is replaced in its entirety to read as follows:*

10.17 Distribution of Beverages and Water.

10.17.1 Sugar-Sweetened Beverage Prohibition. The scope of Services in this Agreement includes the sale, provision, or distribution of beverages to or on behalf of City.

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

10.17.2 Packaged Water Prohibition. The scope of Services includes the sale, provision, or distribution of water to or on behalf of City. Contractor agrees that it shall not sell, provide, or otherwise distribute Packaged Water, as defined by San Francisco Environment Code Chapter 24, as part of its performance of this Agreement.

3.4 Section 13.3 Business Associates Agreement is replaced in its entirety to read as follows:

13.3 Business Associate Agreement. The Parties acknowledge that City is designated as a Hybrid Entity as defined in the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), and all Health Care Components of the City, including a City department involved in this Agreement, are required to comply with the HIPAA rules governing the access, use, disclosure, transmission, storage, and security of protected health information (PHI).

For purposes of this Agreement, Parties agree that if Contractor is performing a service or function for or on behalf of a City department that is a Health Care Component, where such service or function makes Contractor a Business Associate of City, Contractor must comply with the obligations and conditions contained in the Business Associate Agreement (“BAA”) that shall be attached to this Agreement as Appendix E, and incorporated as though fully set forth herein. Parties agree that if Contractor is not performing a service or function that makes Contractor a Business Associate of City, a BAA is not required and will not be attached to this Agreement. Contractor, however, must still comply with any data privacy and security laws that apply to Contractor, including, but not limited to, HIPAA, CMIA (Cal. Civ. Code Sec. 56 et.seq.), Cal. Welf. & Inst. Code Sec. 5328, and 42 CFR Part 2.

Article 4 Effective Date

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

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:

Daniel Tsai
Director of Health
San Francisco Department of Public Health

Approved as to Form:

David Chiu
City Attorney

By: _____
Arnulfo Medina
Deputy City Attorney

Approved:

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

By: _____

Name: _____

CONTRACTOR

Bayview Hunters Point Foundation for
Community Improvement

DocuSigned by:

James Bouquin

11/7/2025 | 9:58:38 PST

James Bouquin
Executive Director

City Supplier number: 0000024522

Appendix A

Scope of Services – DPH Behavioral Health Services

1. Terms

A. Contract Administrator:

In performing the Services hereunder, Contractor shall report to **Janis O'Meara**, Program Manager, Contract Administrator for the City, or his / her designee.

B. Reports:

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

C. Evaluation:

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

D. Possession of Licenses/Permits:

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

E. Adequate Resources:

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

F. Admission Policy:

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

G. San Francisco Residents Only:

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

H. Grievance Procedure:

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

I. Infection Control, Health and Safety:

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

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

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

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

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

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

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

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

J. Aerosol Transmissible Disease Program, Health and Safety:

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

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

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

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

K. Acknowledgment of Funding:

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

L. Client Fees and Third-Party Revenue:

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

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

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

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

N. Patients' Rights:

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

O. Under-Utilization Reports:

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

P. Quality Improvement:

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

- 1) Staff evaluations completed on an annual basis.

- 2) Personnel policies and procedures in place, reviewed and updated annually.
- 3) Board Review of Quality Improvement Plan.

Q. Working Trial Balance with Year-End Cost Report

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

R. Harm Reduction

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

S. Compliance with Behavioral Health Services Policies and Procedures

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

T. Fire Clearance

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

U. Clinics to Remain Open:

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

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

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

CONTRACTOR acknowledges its understanding that failure to provide SERVICES in full as specified in Appendix A of this Agreement may result in immediate or future disallowance of payment

for such SERVICES, in full or in part, and may also result in CONTRACTOR'S default or in termination of this Agreement.

V. Compliance with Grant Award Notices:

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

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

2. Description of Services

Contractor agrees to perform the following Services:

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

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

Appendix A-1 – Adult Behavioral Health
Appendix A-3 –Children Outpatient

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

Contractor Name Bayview Hunters Point Foundation

Program Name Adult Behavioral Health

Appendix A- 1

Contract Term: 07/01/18 – 06/30/28

Funding Source: See Appendix B

1. Identifiers:

Program Name: Adult Behavioral Health

Program Address, City, State, ZIP: 1625 Carroll Avenue, San Francisco, CA, 94124

Telephone/FAX: 415-822-7500/415-822-9767

Website Address: www.bayviewci.org

Contractor Address, City, State, ZIP (if different from above): Not Applicable

Executive Director: James Bouquin

Telephone: 628-336-1971

Email Address: james.bouquin@bayviewci.org

Program Director: Eric Anthony Lee

Telephone: 408-621-4809

Email Address: eric.lee@bayviewci.org

Program Code(s) (if applicable): 38513

2. Nature of Document:

☐ Original

☒ Contract Amendment

☐ Revision to Program Budgets (RPB)

3. Goal Statement:

Bayview Hunters Point Foundation (BVHP) Adult Outpatient program provides mental health services to community members (adults 18 and over) that will support healthy development and increase stability, self-sufficiency and success in community living; we provide mental health services, including assessment (psychosocial assessments, mental health evaluations, plan development, and discharge planning), individual therapy, group therapy, rehabilitation services, targeted case management, crisis intervention, Medication Support services, and outreach/consultation services.

4. Priority Population:

These programs, while open to all populations regardless of race, ethnicity, gender, or other factors, address the unique cultural needs of the targeted population(s) to the extent such populations are identified herein.

BVHP welcomes and serves all individuals in San Francisco, regardless of race, ethnicity, gender, sexual orientation, or national origin. BVHP has experience and expertise meeting the unique cultural needs of African American and Latino 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. BHVP will continue to serve this population but no one who does not identify as African American or Latino will be turned away due to their race or ethnicity.

If 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.

Contractor Name Bayview Hunters Point Foundation
Program Name Adult Behavioral Health

Appendix A- 1
Contract Term: 07/01/18 – 06/30/28
Funding Source: See Appendix B

5. Modality(s)/Intervention(s):
See Appendix B CRDC page

6. Methodology:

A. Outreach, recruitment, promotion, and advertisement

BVHP 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 Navigation Center, SAFE Navigation Center, 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 Behavioral Health 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 BVHP Behavioral Health Department provides outpatient services that are primarily either clinic- or community-based, or in a telehealth format; services can also be delivered (when clinically appropriate) in the field or at a client's residence to improve access to care. The clinic will operate Monday through Friday from 8:00 am to 5:00 pm and clinicians/case managers may provide services up to 8:00 pm for patients unable to access the office or adjust to telehealth services to align with each client's current situation and needs. For all clients, 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 BVHP Behavioral Health Department 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 BVHP Behavioral Health Department 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 approaches, and trauma-focused approaches (ex.: Cognitive Processing Therapy (CPT)). These practices align with a commitment to evidence-based culturally competent care, and clinicians and trainees may adapt or expand their repertoire over time based on emerging research and community needs.

Treatment will be administered using the following modalities:

- Assessment
- Individual Therapy
- Group Therapy
- Rehabilitation services
- Targeted case management
- Medication Support services

Contractor Name Bayview Hunters Point Foundation

Program Name Adult Behavioral Health

Appendix A- 1

Contract Term: 07/01/18 – 06/30/28

Funding Source: See Appendix B

-Crisis intervention

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

D. Discharge Planning and exit criteria and process

The exit criteria for BVHP Behavioral Health Department are based upon attainment of the goals and desired outcomes outlined by the client while receiving services. 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 linkage to desired resources such as case management, housing support, medical care, and/or vocational training, so that clients have a network of continuous resources.

D. Program staffing

See Appendix B Salaries and Benefits page

The BVHP Behavioral Health Department 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 members are dedicated to serving the community and are responsive to issues of ethnicity, culture, language, and gender. Ongoing training and supervision, along with consultation groups, are provided to ensure that clinicians maintain awareness of best practices and competent care. The BVHP Behavioral Health Department is focused on ongoing staff recruitment to fill program vacancies as quickly as possible. The program is also re-launching 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.

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 BVHP Behavioral Health Department 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.

1. Achievement of contract performance objectives and productivity

Contractor Name Bayview Hunters Point Foundation**Program Name** Adult Behavioral Health**Appendix A- 1****Contract Term:** 07/01/18 – 06/30/28**Funding Source:** See Appendix B

The BVHP Behavioral Health Department 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 conduct services based on program productivity standards which include caseload size, units of service, and adherence to delivery of service timelines. Epic reports are meant to provide critical staff and program information related 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.

2. Quality of documentation

The BVHP Behavioral Health Department 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. All pre-licensed clinicians and trainees receive weekly individual 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 licensed staff participate in weekly consultation groups to focus on similar elements of client cases. All new staff are subject to ongoing documentation review 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 supervision and monitoring (either because they are licensed or waived), their notes, assessments, and other work are still reviewed quarterly for a proportion of their caseload in order to ensure quality and consistency. As of 2021, BVHP Behavioral Health Department resumed the Program Utilization Review Quality Committee (PURQC) delegation which meets 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 department adheres to relevant PURQC guidelines and assures compliance with its mandates and propriety.

3. Cultural Competency

BVHP 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, all staff will participate in available training on cultural issues that are provided by DPH and other 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.

4. Client Satisfaction

The BVHP Behavioral Health Department 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.

Contractor Name Bayview Hunters Point Foundation

Program Name Adult Behavioral Health

Appendix A- 1

Contract Term: 07/01/18 – 06/30/28

Funding Source: See Appendix B

Suggestions for program changes are implemented as appropriate and feasible so that service outcomes and the quality of care provided to all clients can be enhanced and deemed more effective for all clients.

5. Timely completion and use of outcome data

The BVHP Behavioral Health Department 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 on-site training endeavors, and any other required Epic or BHS generated outcome reports are retained in the files of the department. 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:

Not Applicable

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

Not Applicable

Contractor Name Bayview Hunters Point Foundation
Program Name Children's Outpatient

Appendix A- 3
Contract Term: 07/01/18 – 06/30/28
Funding Source: See Appendix B

1. Identifiers:

Program Name: Children Outpatient
Program Address, City, State, ZIP: 1625 Carroll Avenue, San Francisco, CA, 94124
Telephone/FAX: 415-822-7500/415-822-9767
Website Address: www.bayviewci.org

Contractor Address, City, State, ZIP (if different from above): Not Applicable

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

Program Director: Eric Anthony Lee
Telephone: 408-621-4809
Email Address: eric.lee@bayviewci.org

Program Code(s) (if applicable): 38516 38171

2. Nature of Document:

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

3. Goal Statement:

Bayview Hunters Point Foundation (BVHP) Children Outpatient program provides mental health services to young community members (up to the age of 21) and their families that will support healthy development and improve functioning in the home, school, and community. We provide mental health services, including assessment (psychosocial assessments, mental health evaluations, plan development, and discharge planning), individual therapy, group therapy, rehabilitation services, targeted case management, crisis intervention, outreach/consultation services, and medication management.

4. Priority Population:

BVHP welcomes and serves all individuals in San Francisco, regardless of race, ethnicity, gender, sexual orientation, or national origin. BVHP has experience and expertise meeting the unique cultural needs of African American and Latino youth under the age of 18 within SFUSD's Bayview Superintendent Zone who exposed to trauma, financial stress, homelessness and family conflict in addition to mental health issues and sometimes co-occurring substance use/abuse. The program also has positions funded through the ERMHS service specifically to provide school-based therapy services to students across the SFUSD. BVHP will continue to serve this population but no one who does not identify as African American or Latino will be turned away due to their race or ethnicity.

BVHP welcomes and serves all ethnicities and populations within San Francisco, with focused expertise BVHP 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):

See Appendix B CRDC page

Contractor Name Bayview Hunters Point Foundation
Program Name Children's Outpatient

Appendix A- 3
Contract Term: 07/01/18 – 06/30/28
Funding Source: See Appendix B

6. Methodology:

A. Outreach, recruitment, promotion, and advertisement

BVHP 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 high schools and youth service organizations to encourage access to care.

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

Clients served at BVHP Behavioral Health 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.

C. Service delivery model

The BVHP Behavioral Health Department provides outpatient services that are primarily either clinic- or community-based, or in a telehealth format; services can also be delivered (when clinically appropriate) in the field or at a client's residence to improve access to care. The clinic will operate Monday through Friday from 8:00 am to 5:00 pm and clinicians/case managers may provide services up to 8:00 pm for patients unable to access the office or adjust to telehealth services to align with each client's current situation and needs. For all clients, 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 BVHP Behavioral Health Department 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 BVHP Behavioral Health Department 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 approaches, child-centered Play Therapy, Art Therapy, and trauma-focused approaches (ex.: Cognitive Processing Therapy (CPT)). These practices align with a commitment to evidence-based culturally-competent care, and clinicians and trainees may adapt or expand their repertoire over time based on emerging research and community needs.

Treatment will be administered using the following modalities:

- Assessment
- Individual Therapy
- Group Therapy
- Rehabilitation services
- Targeted case management
- Crisis intervention

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

Contractor Name Bayview Hunters Point Foundation

Program Name Children's Outpatient

Appendix A- 3

Contract Term: 07/01/18 – 06/30/28

Funding Source: See Appendix B

The BVHP Behavioral Health Department 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.

D. Discharge Planning and exit criteria and process.

The exit criteria for BVHP Behavioral Health Department are based upon attainment of the goals and desired outcomes outlined by the client while receiving services. 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 linkage to desired resources such as case management, housing support, medical care, and/or vocational training, so that clients have a network of continuous resources.

E. Program staffing

See Appendix B Salaries and Benefits page

The BVHP Behavioral Health Department 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 are dedicated to serving the community and are responsive to issues of ethnicity, culture, language and gender. Ongoing training and supervision, along with consultation groups, are provided to ensure that clinicians maintain awareness of best practices and competent care.

The BVHP Behavioral Health Department is focused on ongoing staff recruitment to fill program vacancies as quickly as possible. The program is also re-launching 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 Children, Youth and Families Performance Objectives.

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 BVHP Behavioral Health Department 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.

1. Achievement of contract performance objectives and productivity

The BVHP Behavioral Health Department follows a Quality Assurance and Activities Plan that is designed to enhance, improve, and monitor quality of care and services. Annual Performance Objectives

Contractor Name Bayview Hunters Point Foundation**Program Name** Children's Outpatient**Appendix A- 3****Contract Term:** 07/01/18 – 06/30/28**Funding Source:** See Appendix B

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. Epic 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.

2. Quality of documentation

The BVHP Behavioral Health Department 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. All pre-licensed clinicians and trainees receive weekly individual 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 licensed staff participate in weekly consultation groups to focus on similar elements of client cases. All new staff are subject to ongoing documentation review 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 supervision and monitoring (either because they are licensed or waived), their notes, assessments, and other work are still reviewed quarterly for a proportion of their caseload in order to ensure quality and consistency.

As of 2021, BVHP Behavioral Health Department resumed the Program Utilization Review Quality Committee (PURQC) delegation which meets 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 department adheres to relevant PURQC guidelines and assures compliance to its mandates and propriety.

3. Cultural Competency

BVHP 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, all staff will participate in available trainings on cultural issues that are provided by DPH and other 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.

4. Client Satisfaction

The BVHP Behavioral Health Department 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.

Contractor Name Bayview Hunters Point Foundation

Program Name Children's Outpatient

Appendix A- 3

Contract Term: 07/01/18 – 06/30/28

Funding Source: See Appendix B

Suggestions for program changes are implemented as appropriate and feasible so that service outcomes and the quality of care provided to all clients can be enhanced and deemed more effective for all clients.

5. Timely completion and use of outcome data

The BVHP Behavioral Health Department follows all compliance guidelines relative to the gathering and evaluation of outcome data, including CANS scoring. All required resource documents are completed within the timelines designated by CBHS. Copies of on- site training endeavors, and any other required Epic or BHS generated outcome reports are retained in the files of the department. 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:

Not Applicable

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

Not Applicable

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

2. Program Budgets and Final Invoice

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

Appendix B-1:	Adult Behavioral Health
Appendix B-2:	School-Based Centers (Balboa) – discontinued on 06/30/23
Appendix B-3:	Children Outpatient
Appendix B-4:	Dimensions LGBT – discontinued on 06/30/23
Appendix 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, **\$990,245** 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 to June 30, 2019	\$1,214,293
July 1, 2019 to June 30, 2020	\$2,031,313
July 1, 2020 to June 30, 2021	\$2,249,424
FY20-21 CODB (Direct Voucher)	\$77,638
July 1, 2021 to June 30, 2022	\$2,575,401
July 1, 2022 to June 30, 2023	\$2,452,122
July 1, 2023 to June 30, 2024	\$3,100,730
July 1, 2024 to June 30, 2025	\$2,668,509
July 1, 2025 to June 30, 2026	\$2,695,194
July 1, 2026 to June 30, 2027	\$2,757,493
July 1, 2027 to June 30, 2028	\$2,799,357
Subtotal	\$24,621,474
Contingency @ 12% (July 1, 2025 to June 30, 2028)	\$990,245
Total Revised Not-to-Exceed Amount	\$25,611,719

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

Version Update FY25-26

DHCS Legal Entity Number 00341		Appendix B, Page 1					
Legal Entity Name/Contractor Name Bayview Hunters Point Foundation		Fiscal Year 2025-2026					
Contract ID Number 1000011308		Funding Notification Date 07/24/25					
Appendix Number Provider Number	B-1	B-2	B-#	B-#	B-#	B-#	
	3851	3851					
	Adult	Children					
Program Name		Behavioural Health	Outpatient				
Program Code RU OR EPIC Bill Area		38513	38516				
Funding Term		07/01/25-06/30/26	07/01/25-06/30/26				
FUNDING USES							TOTAL
Salaries	\$ 497,700	\$ 524,950					\$ 1,022,650
Employee Benefits	\$ 159,264	\$ 167,984					\$ 327,248
Subtotal Salaries & Employee Benefits	\$ 656,964	\$ 692,934	\$ -	\$ -	\$ -	\$ -	\$ 1,349,898
Operating Expenses	\$ 622,059	\$ 371,690					\$ 993,749
Capital Expenses	\$ -						\$ -
Subtotal Direct Expenses	\$ 1,279,023	\$ 1,064,624	\$ -	\$ -	\$ -	\$ -	\$ 2,343,647
Indirect Expenses	\$ 191,853	\$ 159,694					\$ 351,546
Indirect %	15.0%	15.0%	0.0%	0.0%	0.0%	0.0%	15.0%
TOTAL FUNDING USES	\$ 1,470,876	\$ 1,224,318	\$ -	\$ -	\$ -	\$ -	\$ 2,695,194
BHS MENTAL HEALTH FUNDING SOURCES							Employee Benefits Rate 32.0%
MH Adult Fed SDMC FFP	\$ 470,922						\$ 470,922
MH Adult State 1991 Realignment	\$ 154,812						\$ 154,812
MH Adult County General Fund	\$ 845,142						\$ 845,142
MH CYF Fed SDMC FFP (50%)		\$ 279,261					\$ 279,261
MH Fed SDMC FFP CYF ERMHS		\$ 150,000					\$ 150,000
MH State CYF 2011 PSR		\$ 150,485					\$ 150,485
MH CYF State 2011 PSR ERMHS		\$ 150,000					\$ 150,000
MH CYF County General Fund		\$ 354,237					\$ 354,237
MH CYF County GF ERMHS		\$ 133,770					\$ 133,770
MH MHSA (CYF) Match		\$ 6,565					\$ 6,565
							\$ -
							\$ -
							\$ -
TOTAL BHS MENTAL HEALTH FUNDING SOURCES	\$ 1,470,876	\$ 1,224,318	\$ -	\$ -	\$ -	\$ -	\$ 2,695,194
BHS SUD FUNDING SOURCES							
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
TOTAL BHS SUD FUNDING SOURCES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
OTHER DPH FUNDING SOURCES							
							\$ -
							\$ -
							\$ -
TOTAL OTHER DPH FUNDING SOURCES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL DPH FUNDING SOURCES	\$ 1,470,876	\$ 1,224,318	\$ -	\$ -	\$ -	\$ -	\$ 2,695,194
NON-DPH FUNDING SOURCES							
							\$ -
TOTAL NON-DPH FUNDING SOURCES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL FUNDING SOURCES (DPH AND NON-DPH)	\$ 1,470,876	\$ 1,224,318	\$ -	\$ -	\$ -	\$ -	\$ 2,695,194
Prepared By James Bouquin		Phone Number 415-468-5100					

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

DHCS Legal Entity Number 00341					Appendix Number B-1	
Provider Name Bayview Hunters Point Foundation					Page Number 1	
Provider Number 3851					Fiscal Year 2025-2026	
Contract ID Number 1000011308					Funding Notification Date 07/24/25	
Program Name		Adult Behavioral Health				
Program Code (RU) OR EPIC Bill Area		38513				
Mode (MH) or Modality (SUD)		15				
Service Description		Outpatient Services				
Funding Term (mm/dd/yy-mm/dd/yy):		7/1/25-6/30/26				
FUNDING USES						TOTAL
Salaries & Employee Benefits	\$ 656,964	\$ -	\$ -			\$ 656,964
Operating Expenses	\$ 622,059	\$ -	\$ -			\$ 622,059
Capital Expenses						\$ -
Subtotal Direct Expenses	\$ 1,279,023	\$ -	\$ -	\$ -	\$ -	\$ 1,279,023
Indirect Expenses	\$ 191,853					\$ 191,853
Indirect %	15.0%	0.0%	0.0%	0.0%	0.0%	15.0%
TOTAL FUNDING USES	\$ 1,470,876	\$ -	\$ -	\$ -	\$ -	\$ 1,470,876
BHS MENTAL HEALTH FUNDING SOURCES						
MH Adult Fed SDMC FFP	\$ 470,922					\$ 470,922
MH Adult State 1991 Realignment	\$ 154,812					\$ 154,812
MH Adult County General Fund	\$ 845,142					\$ 845,142
						\$ -
						\$ -
						\$ -
TOTAL BHS MENTAL HEALTH FUNDING SOURCES	\$ 1,470,876	\$ -	\$ -	\$ -	\$ -	\$ 1,470,876
BHS SUD FUNDING SOURCES						
						\$ -
						\$ -
						\$ -
						\$ -
TOTAL BHS SUD FUNDING SOURCES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
OTHER DPH FUNDING SOURCES						
						\$ -
						\$ -
TOTAL OTHER DPH FUNDING SOURCES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL DPH FUNDING SOURCES	\$ 1,470,876	\$ -	\$ -	\$ -	\$ -	\$ 1,470,876
NON-DPH FUNDING SOURCES						
						\$ -
TOTAL NON-DPH FUNDING SOURCES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL FUNDING SOURCES (DPH AND NON-DPH)	1,470,876	-	-	-	-	1,470,876
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						
Outpatient Blended Rate (FFS)						
Payment Method						
Unduplicated Clients (UDC)	225					
DPH Units of Service	3,828					
Unit Type	Hours	0	0	0	0	
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only)	\$ 384.24	\$ -	\$ -	\$ -	\$ -	Total UDC
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)	\$ 384.24	\$ -	\$ -	\$ -	\$ -	225.00

Position Title (List all staffing including intern/trainee staff who are not part of budget but contributing to units of service)	Practioner Type (Select Non Billing provider if the position is not expected to bill this period)	TOTAL		10000-251984-10000-10001792-0001		Dept-Auth-Proj-Activity		Dept-Auth-Proj-Activity		Dept-Auth-Proj-Activity		Dept-Auth-Proj-Activity		Dept-Auth-Proj-Activity	
Funding Term		7/1/25-6/30/26		7/1/25-6/30/26		(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	Practitioner Type (Select from Drop Down)	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries
MH Clinical Trainee (Supervisor – Director of Behavioral Health)	LPHA (MFT, LCSW, LPCC)/ Intern or Waivered LPHA	0.50	\$ 49,000.00	0.50	\$ 49,000.03										
Assistant Director of Behavioral Health Services	Non Billing Staffing	0.10	\$ 9,500.00	0.10	\$ 9,500.02										
Director of Behavioral Health Services	Non Billing Staffing	0.20	\$ 26,000.00	0.20	\$ 26,000.02										
Mental Health Clinician	LPHA (MFT, LCSW, LPCC)/ Intern or Waivered LPHA	0.50	\$ 45,000.00	0.50	\$ 45,000.00										
Mental Health Clinician	LPHA (MFT, LCSW, LPCC)/ Intern or Waivered LPHA	0.50	\$ 45,000.00	0.50	\$ 45,000.00										
Mental Health Clinician	LPHA (MFT, LCSW, LPCC)/ Intern or Waivered LPHA	0.50	\$ 45,000.00	0.50	\$ 45,000.00										
Behavioral Health Administrative Manager	Non Billing Staffing	0.25	\$ 18,200.00	0.25	\$ 18,200.04										
Compliance Manager	Non Billing Staffing	0.20	\$ 15,000.00	0.20	\$ 15,000.00										
Chief Operating Officer	Non Billing Staffing	0.08	\$ 14,000.00	0.08	\$ 14,000.01										
Mental Health Clinician	LPHA (MFT, LCSW, LPCC)/ Intern or Waivered LPHA	0.50	\$ 52,500.00	0.50	\$ 52,500.00										
Mental Health Clinician	LPHA (MFT, LCSW, LPCC)/ Intern or Waivered LPHA	0.50	\$ 45,000.00	0.50	\$ 45,000.00										
Mental Health Clinician	LPHA (MFT, LCSW, LPCC)/ Intern or Waivered LPHA	0.50	\$ 52,500.00	0.50	\$ 52,500.00										
Outpatient Counselor	LPHA (MFT, LCSW, LPCC)/ Intern or Waivered LPHA	0.40	\$ 36,000.00	0.40	\$ 36,000.00										
Mental Health Clinician	LPHA (MFT, LCSW, LPCC)/ Intern or Waivered LPHA	0.50	\$ 45,000.00	0.50	\$ 45,000.00										
		0.00	\$ -												
		0.00	\$ -												
		0.00	\$ -												
		0.00	\$ -												
		0.00	\$ -												
		0.00	\$ -												
		0.00	\$ -												
		0.00	\$ -												
		0.00	\$ -												
		0.00	\$ -												
		0.00	\$ -												
		0.00	\$ -												
		0.00	\$ -												
		0.00	\$ -												
		0.00	\$ -												
Totals:		5.23	\$ 497,700.00	5.23	\$ 497,700.11	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -
Employee Benefits:		32.00%	\$ 159,264.04	32.00%	\$ 159,264.04	0.00%		0.00%		0.00%		0.00%		0.00%	
TOTAL SALARIES & BENEFITS			\$ 656,964.00		\$ 656,964.00	\$ -		\$ -		\$ -		\$ -		\$ -	

Appendix B - DPH 4: Operating Expenses Detail

Contract ID Number	1000011308	Appendix Number	B-1
Program Name	Adult Behavioral Health	Page Number	3
Program Code	38513	Fiscal Year	2025-2026
		Funding Notification Date	07/24/25

Expense Categories & Line Items	TOTAL	10000-251984-10000-10001792-0001	Dept-Auth-Proj-Activity	Dept-Auth-Proj-Activity	Dept-Auth-Proj-Activity	Dept-Auth-Proj-Activity	Dept-Auth-Proj-Activity
Funding Term	7/1/25-6/30/26	7/1/25-6/30/26	(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	\$ 95,180	\$ 95,180					
Utilities (telephone, electricity, water, gas)	\$ 28,337	\$ 28,337					
Building Repair/Maintenance	\$ 44,000	\$ 44,000					
Occupancy Total:	\$ 167,517	\$ 167,517	\$ -	\$ -	\$ -	\$ -	\$ -
Office Supplies	\$ 15,064	\$ 15,064					
Photocopying	\$ -						
Program Supplies	\$ 28,265	\$ 28,265					
Computer Hardware/Software	\$ 19,580	\$ 19,580					
Materials & Supplies Total:	\$ 62,909	\$ 62,909	\$ -	\$ -	\$ -	\$ -	\$ -
Training/Staff Development	\$ 1,927	\$ 1,927					
Insurance	\$ 14,706	\$ 14,706					
Professional License	\$ -						
Permits	\$ -						
Equipment Lease & Maintenance	\$ -						
General Operating Total:	\$ 16,633	\$ 16,633	\$ -	\$ -	\$ -	\$ -	\$ -
Local Travel	\$ -						
Out-of-Town Travel	\$ -						
Field Expenses	\$ -						
Staff Travel Total:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Consultant/Subcontractor (Provide Consultant/Subcontracting Agency Name, Service Detail w/Dates, Hourly Rate, Amounts, and Practitioner Type if Billable Provider)	\$ -						
Jackson Coker Locumtenens, LLC, 7/1/2025 to 6/30/2026, \$309/hr (psychiatry services)	\$ 150,000	\$ 150,000					
Ruth DePeralta, 7/1/2025 to 6/30/2026, \$200/hr	\$ 200,000	\$ 200,000					
Ross Quinn, 7/1/2025 to 6/30/2026, \$180/hr (Medical Director, In partnership with BH Director, supervising medical team)	\$ 25,000	\$ 25,000					
Consultant/Subcontractor Total:	\$ 375,000	\$ 375,000	\$ -	\$ -	\$ -	\$ -	\$ -
Other (provide detail):	\$ -						
	\$ -						
	\$ -						
Other Total:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL OPERATING EXPENSE	\$ 622,059	\$ 622,059	\$ -	\$ -	\$ -	\$ -	\$ -

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

DHCS Legal Entity Number 00341		Appendix Number B-3			
Provider Name Bayview Hunters Point Foundation		Page Number 1			
Provider Number 3851		Fiscal Year 2025-2026			
Contract ID Number 1000011308		Funding Notification Date 07/24/25			
Program Name	Children Outpatient				
Program Code (RU) OR EPIC Bill Area	38516				
Mode (MH) or Modality (SUD)	15				
Service Description	Outpatient Services				
Funding Term (mm/dd/yy-mm/dd/yy):	7/1/25-6/30-26				
FUNDING USES					TOTAL
Salaries & Employee Benefits	\$ 692,934	\$ -	\$ -		\$ 692,934
Operating Expenses	\$ 371,690	\$ -	\$ -		\$ 371,690
Capital Expenses					\$ -
Subtotal Direct Expenses	\$ 1,064,624	\$ -	\$ -	\$ -	\$ 1,064,624
Indirect Expenses	\$ 159,694				\$ 159,694
Indirect %	15.0%	0.0%	0.0%	0.0%	15.0%
TOTAL FUNDING USES	\$ 1,224,318	\$ -	\$ -	\$ -	\$ 1,224,318
BHS MENTAL HEALTH FUNDING SOURCES					
					\$ -
MH CYF Fed SDMC FFP (50%)	\$ 279,261				\$ 279,261
MH Fed SDMC FFP CYF ERMHS	\$ 150,000				\$ 150,000
MH State CYF 2011 PSR	\$ 150,485				\$ 150,485
MH CYF State 2011 PSR ERMHS	\$ 150,000				\$ 150,000
MH CYF County General Fund	\$ 354,237				\$ 354,237
MH CYF County GF ERMHS	\$ 133,770				\$ 133,770
MH MHSA (CYF) Match	\$ 6,565				\$ 6,565
					\$ -
					\$ -
					\$ -
TOTAL BHS MENTAL HEALTH FUNDING SOURCES	\$ 1,224,318	\$ -	\$ -	\$ -	\$ 1,224,318
BHS SUD FUNDING SOURCES					
					\$ -
					\$ -
					\$ -
TOTAL BHS SUD FUNDING SOURCES	\$ -	\$ -	\$ -	\$ -	\$ -
OTHER DPH FUNDING SOURCES					
					\$ -
					\$ -
TOTAL OTHER DPH FUNDING SOURCES	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL DPH FUNDING SOURCES	\$ 1,224,318	\$ -	\$ -	\$ -	\$ 1,224,318
NON-DPH FUNDING SOURCES					
					\$ -
TOTAL NON-DPH FUNDING SOURCES	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL FUNDING SOURCES (DPH AND NON-DPH)	1,224,318	-	-	-	1,224,318
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	Outpatient Blended Rate (FFS)				
Unduplicated Clients (UDC)	80				
DPH Units of Service	2,500				
Unit Type	Hours	0	0	0	0
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only)	\$ 489.73	\$ -	\$ -	\$ -	Total UDC
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)	\$ 489.73	\$ -	\$ -	\$ -	80.00

Position Title (List all staffing including intern/trainee staff who are not part of budget but contributing to units of service)	Practioner Type (Select Non Billing provider if the position is not expected to bill this period)	TOTAL		OUTPATIENT SERVICES		Dept-Auth-Proj-Activity		Dept-Auth-Proj-Activity		Dept-Auth-Proj-Activity		Dept-Auth-Proj-Activity		Dept-Auth-Proj-Activity	
Funding Term		7/1/25-6/30/26		7/1/25-6/30/26		7/1/25-6/30/26		(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	Practitioner Type (Select from Drop Down)	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries
MH Clinical Trainee (Supervisor - Director of Behavioral Health)	LPHA (MFT, LCSW, LPCC)/ Intern or Waivered LPHA	0.50	\$ 49,000.00	0.50	\$ 49,000.03										
Assistant Director of Behavioral Health Services	Non Billing Staffing	0.10	\$ 9,500.00	0.10	\$ 9,500.02										
Director of Behavioral Health Services	Non Billing Staffing	0.20	\$ 26,000.00	0.20	\$ 26,000.02										
Mental Health Clinician	LPHA (MFT, LCSW, LPCC)/ Intern or Waivered LPHA	0.50	\$ 45,000.00	0.50	\$ 45,000.00										
Mental Health Clinician	LPHA (MFT, LCSW, LPCC)/ Intern or Waivered LPHA	0.50	\$ 45,000.00	0.50	\$ 45,000.00										
Mental Health Clinician	LPHA (MFT, LCSW, LPCC)/ Intern or Waivered LPHA	0.50	\$ 45,000.00	0.50	\$ 45,000.00										
Behavioral Health Administrative Manager	Non Billing Staffing	0.25	\$ 18,200.00	0.25	\$ 18,200.04										
Compliance Manager	Non Billing Staffing	0.40	\$ 30,000.00	0.40	\$ 30,000.00										
Chief Operating Officer	Non Billing Staffing	0.15	\$ 26,250.00	0.15	\$ 26,250.00										
Mental Health Clinician	LPHA (MFT, LCSW, LPCC)/ Intern or Waivered LPHA	0.50	\$ 52,500.00	0.50	\$ 52,500.00										
Mental Health Clinician	LPHA (MFT, LCSW, LPCC)/ Intern or Waivered LPHA	0.50	\$ 45,000.00	0.50	\$ 45,000.00										
Mental Health Clinician	LPHA (MFT, LCSW, LPCC)/ Intern or Waivered LPHA	0.50	\$ 52,500.00	0.50	\$ 52,500.00										
Outpatient Counselor	LPHA (MFT, LCSW, LPCC)/ Intern or Waivered LPHA	0.40	\$ 36,000.00	0.40	\$ 36,000.00										
Mental Health Clinician	LPHA (MFT, LCSW, LPCC)/ Intern or Waivered LPHA	0.50	\$ 45,000.00	0.50	\$ 45,000.00										
		0.00	\$ -												
		0.00	\$ -												
		0.00	\$ -												
		0.00	\$ -												
		0.00	\$ -												
		0.00	\$ -												
		0.00	\$ -												
		0.00	\$ -												
		0.00	\$ -												
		0.00	\$ -												
		0.00	\$ -												
		0.00	\$ -												
		0.00	\$ -												
		0.00	\$ -												
Totals:		5.50	\$ 524,950.00	5.50	\$ 524,950.10	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -
Employee Benefits:		32.00%	\$ 167,984.00	32.00%	\$ 167,984.03	0.00%		0.00%		0.00%		0.00%		0.00%	
TOTAL SALARIES & BENEFITS			\$ 692,934.00		\$ 692,934.00		\$ -		\$ -		\$ -		\$ -		\$ -

Appendix B - DPH 4: Operating Expenses Detail

Contract ID Number	1000011308	Appendix Number	B-3
Program Name	Children Outpatient	Page Number	3
Program Code	38516	Fiscal Year	2025-2026
		Funding Notification Date	07/24/25

Expense Categories & Line Items	TOTAL	OUTPATIENT SERVICES	Dept-Auth-Proj-Activity	Dept-Auth-Proj-Activity	Dept-Auth-Proj-Activity	Dept-Auth-Proj-Activity	Dept-Auth-Proj-Activity
Funding Term	7/1/25-6/30/26	7/1/25-6/30/26	7/1/25-6/30/26	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	\$ 90,984.00	\$ 90,983.72					
Utilities (telephone, electricity, water, gas)	\$ 36,160.00	\$ 36,160.47					
Building Repair/Maintenance	\$ 49,193.00	\$ 49,193.40					
Occupancy Total:	\$ 176,338.00	\$ 176,338.00	\$ -	\$ -	\$ -	\$ -	\$ -
Office Supplies	\$ 12,610.00	\$ 12,609.64					
Photocopying	\$ -						
Program Supplies	\$ 23,742.00	\$ 23,742.00					
Computer Hardware/Software	\$ 28,000.00	\$ 28,000.00					
Materials & Supplies Total:	\$ 64,352.00	\$ 64,352.00	\$ -	\$ -	\$ -	\$ -	\$ -
Training/Staff Development	\$ 6,000.00	\$ 6,000.00					
Insurance	\$ 34,000.00	\$ 34,000.00					
Professional License	\$ -						
Permits	\$ -						
Equipment Lease & Maintenance	\$ -						
General Operating Total:	\$ 40,000.00	\$ 40,000.00	\$ -	\$ -	\$ -	\$ -	\$ -
Local Travel	\$ 6,000.00	\$ 6,000.00					
Out-of-Town Travel	\$ -						
Field Expenses	\$ -						
Staff Travel Total:	\$ 6,000.00	\$ 6,000.00	\$ -	\$ -	\$ -	\$ -	\$ -
Consultant/Subcontractor (Provide Consultant/Subcontracting Agency Name, Service Detail w/Dates, Hourly Rate, Amounts, and Practitioner Type if Billable Provider)	\$ -						
Jackson Coker Locumtenens, LLC, 7/1/2025 to 6/30/2026, \$309/hr (psychiatry services)	\$ 35,000.00	\$ 35,000.00					
Ross Quinn, 7/1/2025 to 6/30/2026, \$180/hr (Medical Director, In partnership with BH Director, supervising medical team)	\$ 50,000.00	\$ 50,000.00					
Consultant/Subcontractor Total:	\$ 85,000.00	\$ 85,000.00	\$ -	\$ -	\$ -	\$ -	\$ -
Other (provide detail):	\$ -						
	\$ -						
	\$ -						
Other Total:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL OPERATING EXPENSE	\$ 371,690.00	\$ 371,690.00	\$ -	\$ -	\$ -	\$ -	\$ -

Appendix B - DPH 5: Capital Expenses Detail

Contract ID Number	1000011308	Appendix Number	B-1,B-3
Program Name	Adult Behavioral Health & Children Outpatient	Page Number	4
Program Code		Fiscal Year	2025-2026
		Funding Notification Date:	07/24/25

1. Equipment

Item Description	Quantity	Serial #/VIN #	Unit Cost	Total Cost
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
Total Equipment Cost				\$ -

2. Remodeling

Description	Total Cost
Total Remodeling Cost	\$ -

Total Capital Expenditure (Equipment plus Remodeling Cost)	\$ -
---	------

BUDGET JUSTIFICATION

Contract ID Number 1000011308

Contractor Name Bayview Hunters Point Foundation

Appendix Number B-1, B-3

Program Name Adult Behavioral Health & Children Outpatient

Fiscal Year FY25-26

1a) SALARIES

Staff Position 1:					
Brief description of job duties:					
Minimum qualifications:					
Annual Salary:	Level of Effort	# Months per Year:	Annualized (if less than 12 months):	FTE	Amount
			0.00	0.00	\$ -

Staff Position 2:					
Brief description of job duties:					
Minimum qualifications:					
Annual Salary:	Level of Effort	# Months per Year:	Annualized (if less than 12 months):	FTE	Amount
			0.00	0.00	\$ -

Staff Position 3:					
Brief description of job duties:					
Minimum qualifications:					
Annual Salary:	Level of Effort	# Months per Year:	Annualized (if less than 12 months):	FTE	Amount
			0.00	0.00	\$ -

Staff Position 4:					
Brief description of job duties:					
Minimum qualifications:					
Annual Salary:	Level of Effort	# Months per Year:	Annualized (if less than 12 months):	FTE	Amount
			0.00	0.00	\$ -

Staff Position 5:					
Brief description of job duties:					
Minimum qualifications:					
Annual Salary:	Level of Effort	# Months per Year:	Annualized (if less than 12 months):	FTE	Amount
			0.00	0.00	\$ -

Staff Position 6:					
Brief description of job duties:					
Minimum qualifications:					
Annual Salary:	Level of Effort	# Months per Year:	Annualized (if less than 12 months):	FTE	Amount
			0.00	0.00	\$ -

Total FTE: -

Total Salaries: \$ -

1b) EMPLOYEE BENEFITS:** A benefit expense may be added or deleted to reflect the composition of the agency's employee benefits.*

Amount

Social Security	
Medicare	
Unemployment Insurance	
Worker's Compensation	
Health and Dental	
Retirement	

	Paid Time Off	
	Other (specify)	
	Other (specify)	
Total Fringe Benefit:		-

Fringe Benefit %: 0%

TOTAL SALARIES & EMPLOYEE FRINGE BENEFITS:	-
--	---

2) OPERATING EXPENSES:

Occupancy:

Expense Item	Brief Description	Rate	Amount
Total Occupancy:			-

Materials & Supplies:

Expense Item	Brief Description	Rate	Amount
Total Materials & Supplies:			-

General Operating:

Expense Item	Brief Description	Rate	Amount
Total General Operating:			-

Staff Travel:

Purpose of Travel	Location	Expense Item	Rate	Amount
Total Staff Travel:				-

Consultants/Subcontractors:

Consultant/Subcontractor Name	Service Description	Rate	Amount
Total Consultants/Subcontractors:			-

Other:

Expense Item	Brief Description	Rate	Amount
Total Other:			-

TOTAL OPERATING EXPENSES:	-
---------------------------	---

3) CAPITAL EXPENSES: *(Remodeling cost or purchase of \$5,000 or more per unit)*

Capital Expense Item	Brief Description	Amount
TOTAL CAPITAL EXPENSES:		-
TOTAL DIRECT EXPENSES:		-

4) INDIRECT EXPENSES

Describe method and basis for Indirect Cost Allocation.	Amount
Indirect Rate: 0%	
TOTAL INDIRECT EXPENSES:	-
TOTAL EXPENSES: -	

Provider Name
Program Name

Contractor / Provider	Provider Name				Bayview Hunters Point Foundation				Contract ID				1000011308				P.6		
Total Funding Amount / Fiscal Year		Funding Amount				\$ 2,695,194				Fiscal Year				2025-2026					
Address / Phone		1625 Carroll Avenue San Francisco, CA 94124																	
Contact Person		James Bouquin																	
Program Name		Adult Behavioural Health						Children Outpatient											
Appendix Number		B-1						B-3						A-# / B-#					
Program/ Appendix Funding Amount		\$1,470,876						\$1,224,318						Program/ Appendix Funding Amount					
Funding Term		2025-2026						2025-2026						Funding Term					
				UOS	UDC				UOS	UDC				UOS	UDC				
Name of Mode (MH) or Modality (SUD)		15						15						Name of Mode (MH) or Modality (SUD)					
Write UOS formula calculation		refer to blendd rate sheet: \$1,470,876 (budget) / \$384.24 (OPBR rate)		3,828		225		refer to blendd rate sheet: \$1,224,318 (budget) / \$489.73 (OPBR rate)		2,500		80		Write UOS formula calculation					
Name of Mode (MH) or Modality (SUD)		0						Name of Mode (MH) or Modality (SUD)						Name of Mode (MH) or Modality (SUD)					
Write UOS formula calculation		Write UOS formula calculation		0		0		Write UOS formula calculation						Write UOS formula calculation					
Name of Mode (MH) or Modality (SUD)		0						Name of Mode (MH) or Modality (SUD)						Name of Mode (MH) or Modality (SUD)					
Write UOS formula calculation		Write UOS formula calculation		0		0		Write UOS formula calculation						Write UOS formula calculation					
Name of Mode (MH) or Modality (SUD)		0						Name of Mode (MH) or Modality (SUD)						Name of Mode (MH) or Modality (SUD)					
Write UOS formula calculation		Write UOS formula calculation		0		0		Write UOS formula calculation						Write UOS formula calculation					
Name of Mode (MH) or Modality (SUD)		0						Name of Mode (MH) or Modality (SUD)						Name of Mode (MH) or Modality (SUD)					
Write UOS formula calculation		Write UOS formula calculation		0		0		Write UOS formula calculation						Write UOS formula calculation					
Program Name																			
Appendix Number		A-# / B-#						A-# / B-#						A-# / B-#					
Program/ Appendix Funding Amount		Program/ Appendix Funding Amount						Program/ Appendix Funding Amount						Program/ Appendix Funding Amount					
Funding Term		Funding Term						Funding Term						Funding Term					
				UOS	UDC				UOS	UDC				UOS	UDC				
Name of Mode (MH) or Modality (SUD)		Name of Mode (MH) or Modality (SUD)						Name of Mode (MH) or Modality (SUD)						Name of Mode (MH) or Modality (SUD)					
Write UOS formula calculation		Write UOS formula calculation						Write UOS formula calculation						Write UOS formula calculation					
Name of Mode (MH) or Modality (SUD)		Name of Mode (MH) or Modality (SUD)						Name of Mode (MH) or Modality (SUD)						Name of Mode (MH) or Modality (SUD)					
Write UOS formula calculation		Write UOS formula calculation						Write UOS formula calculation						Write UOS formula calculation					
Name of Mode (MH) or Modality (SUD)		Name of Mode (MH) or Modality (SUD)						Name of Mode (MH) or Modality (SUD)						Name of Mode (MH) or Modality (SUD)					
Write UOS formula calculation		Write UOS formula calculation						Write UOS formula calculation						Write UOS formula calculation					
Name of Mode (MH) or Modality (SUD)		Name of Mode (MH) or Modality (SUD)						Name of Mode (MH) or Modality (SUD)						Name of Mode (MH) or Modality (SUD)					
Write UOS formula calculation		Write UOS formula calculation						Write UOS formula calculation						Write UOS formula calculation					
Name of Mode (MH) or Modality (SUD)		Name of Mode (MH) or Modality (SUD)						Name of Mode (MH) or Modality (SUD)						Name of Mode (MH) or Modality (SUD)					
Write UOS formula calculation		Write UOS formula calculation						Write UOS formula calculation						Write UOS formula calculation					
Program Name																			
Appendix Number		A-# / B-#						A-# / B-#											
Program/ Appendix Funding Amount		Program/ Appendix Funding Amount						Program/ Appendix Funding Amount											
Funding Term		Appendix Term						Appendix Term											
				UOS	UDC				UOS	UDC									
Name of Mode (MH) or Modality (SUD)		Name of Mode (MH) or Modality (SUD)						Name of Mode (MH) or Modality (SUD)											
Write UOS formula calculation		Write UOS formula calculation						Write UOS formula calculation											
Name of Mode (MH) or Modality (SUD)		Name of Mode (MH) or Modality (SUD)						Name of Mode (MH) or Modality (SUD)											
Write UOS formula calculation		Write UOS formula calculation						Write UOS formula calculation											
Name of Mode (MH) or Modality (SUD)		Name of Mode (MH) or Modality (SUD)						Name of Mode (MH) or Modality (SUD)											
Write UOS formula calculation		Write UOS formula calculation						Write UOS formula calculation											
Name of Mode (MH) or Modality (SUD)		Name of Mode (MH) or Modality (SUD)						Name of Mode (MH) or Modality (SUD)											
Write UOS formula calculation		Write UOS formula calculation						Write UOS formula calculation											
Name of Mode (MH) or Modality (SUD)		Name of Mode (MH) or Modality (SUD)						Name of Mode (MH) or Modality (SUD)											
Write UOS formula calculation		Write UOS formula calculation						Write UOS formula calculation											

Appendix D
SAN FRANCISCO DEPARTMENT OF PUBLIC HEALTH
THIRD PARTY COMPUTER SYSTEM ACCESS AGREEMENT
(SAA)

TABLE OF CONTENTS

SECTION 1 - “THIRD PARTY” CATEGORIES..... 1

SECTION 2 - DEFINITIONS..... 1

SECTION 3 – GENERAL REQUIREMENTS 1

SECTION 4 – ADDITIONAL REQUIREMENTS FOR TREATMENT PROVIDERS 3

SECTION 5 – ADDITIONAL REQUIREMENTS FOR EDUCATION/TEACHING INSTITUTIONS 4

SECTION 6 – ADDITIONAL REQUIREMENTS FOR HEALTH INSURERS 4

SECTION 7 - DEPARTMENT’S RIGHTS..... 4

SECTION 8 - DATA BREACH; LOSS OF CITY DATA..... 5

Attachment 1 to SAA - System Specific Requirements

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.** All users must be issued a unique username for accessing City Data. Third Party must maintain a password policy based on information security best practices as required by 45 CFR § 164.308 and described in NIST Special Publication 800-63B.

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.

**A. 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:

B. 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 Health Record is granted based on clinical and business requirements in accordance with the Behavioral Health Services EHR Access Control Policy (6.00-06). The Access Control Policy is found at:
<https://www.sfdph.org/dph/files/CBHSPolProcMnl/6.00-06.pdf>
- b. 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, waived, registered and/or certified providers must complete the Department credentialing process in accordance with the DHCS MHSUDS Information Notice #18-019.

I. For Access to Department Epic through OutReach

A. Department OutReach Requirements:

1. Connectivity.

- d) Third Party Responsibility: The Third Party is required to obtain and maintain an active internet connection and necessary equipment in compliance with the specifications provided by both Epic and the Department.
- d) Technical Equipment Changes: The specifications for accessing OutReach may be updated over time. Third Party must ensure their equipment and software align with these specifications and bear any related costs.
- d) Equipment Ownership: Access to the system by Third Party Data Users must occur exclusively through equipment owned, leased, and maintained by the Third Party.
- d) Equipment Purchase: Compatible equipment required for use with OutReach is the responsibility of the Third Party.

2. Compliance with Epic Terms and Conditions

- a) Obligations: The Third Party will access and use the system strictly according to Epic's Terms and Conditions. Data Users must electronically accept these terms during their initial login to OutReach.

3. Epic-Provided Terms and Conditions

- a) Usage Rules: Basic rules are provided by Epic that apply when using the Epic OutReach account. These include:

- a. Purpose of Use: Access to Epic OutReach is intended to facilitate care for shared patients, manage referral data, or further legitimate business interests with respect to data from an Epic customer's system.
- b. Restrictions: Users are prohibited from using Epic OutReach to develop similar software to EpicCare Link. Additionally, account information must not be shared with individuals outside the organization.

Appendix E

Reserved