

File No. 250878

Committee Item No. 9

Board Item No. 15

COMMITTEE/BOARD OF SUPERVISORS

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Committee: Budget and Finance Committee Date September 17, 2025

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Completed by: Brent Jalipa Date September 11, 2025

Completed by: Brent Jalipa Date September 18, 2025

1 [Contract Amendment - Edgewood Center for Children and Families - Hospital Diversion and
2 Crisis Stabilization Unit - Not to Exceed \$31,603,801]

3 **Resolution approving Amendment No. 2 to the agreement between City, acting by and**
4 **through, the Department of Public Health (DPH), and Edgewood Center for Children**
5 **and Families, to provide hospital diversion and crisis stabilization unit services, to**
6 **extend the term by four years and nine months from September 30, 2025, for a total**
7 **term of October 1, 2023, through June 30, 2030, and to increase the amount by**
8 **\$22,048,994 for a total not to exceed amount of \$31,603,801; and to authorize DPH to**
9 **enter into amendments or modifications to the agreement that do not materially**
10 **increase the obligations or liabilities to the City and are necessary to effectuate the**
11 **purposes of the agreement or this Resolution.**

12
13 WHEREAS, On June 29, 2023, the Department of Public Health (DPH) issued a
14 Request for Grant Applications (SFGOV-0000008079) for crisis stabilization unit (CSU) and
15 hospital diversion program (HD) for children 6-18 of age; and

16 WHEREAS, Edgewood Center for Children and Families submitted a proposal and was
17 the highest ranked applicant; and

18 WHEREAS, DPH awarded the contract to Edgewood Center for Children and Families;
19 and

20 WHEREAS, The contract is consistent with the Civil Service Commission's approval
21 obtained on July 15, 2019, and August 3, 2020, respectively, under Personal Service Contract
22 No. 44670-16/17 and 46987-16/17; and

23 WHEREAS, On October 1, 2023, DPH and Edgewood Center for Children and
24 Families entered into an agreement for hospital diversion and crisis stabilization unit services
25 ("Original Agreement"); and

1 WHEREAS, The Original Agreement has a term of October 1, 2023, through
2 September 30, 2025, and a not to exceed amount of \$9,554,807; and

3 WHEREAS, DPH amended the Original Agreement on July 1, 2024, to modify the
4 scope of the agreement, for crisis stabilization unit and hospital diversion services (the "First
5 Amendment"); and

6 WHEREAS, DPH wishes to amend the agreement by extending the term to June 30,
7 2030, and increasing the maximum expenditure by \$22,048,994 to \$31,603,801 (the "Second
8 Amendment"); and

9 WHEREAS, The Second Amendment is consistent with the Department of Human
10 Resources on behalf of the Civil Service Commission's approval obtained on July 15, 2019,
11 and August 3, 2020, respectively, under Personal Service Contract No. 44670-16/17 and
12 46987-16/17; and

13 WHEREAS, Charter, Section 9.118(b) requires Board of Supervisors' approval by
14 Resolution of any contract which, when entered into, extends over 10 years, and of any
15 contract which, when entered into, costs the City \$10,000,000 or more; and

16 WHEREAS, The proposed amendment contained in File No. 250878, is substantially in
17 final form, with all material terms and conditions included, and only remains to be executed by
18 the parties upon approval of this Resolution; now, therefore, be it

19 RESOLVED, That the Board of Supervisors hereby approves the amendment in
20 substantially the form contained in File No. 250878; and, be it

21 FURTHER RESOLVED, That the Board of Supervisors authorizes DPH to make any
22 modifications to the amendment, prior to its final execution by all parties, that DPH
23 determines, in consultation with the City Attorney, are consistent with this Resolution, in the
24 best interest of the City, do not materially increase the obligations or liabilities of the City, are
25

1 necessary or advisable to effectuate the purposes of the amendment, and are in compliance
2 with all applicable laws, including City's Charter; and, be it

3 FURTHER RESOLVED, That within 30 days of the amendment being fully executed by
4 all parties, DPH shall submit to the Clerk of the Board of Supervisors a completely executed
5 copy for inclusion in File No. 250878; this requirement and obligation resides with the
6 Department, and is for purposes of having a complete file only, and in no manner affects the
7 validity of approved amendment.

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12 RECOMMENDED

13 /s/

14 Daniel Tsai

15 Director of Health
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Item 9 File 25-0878	Department: Department of Public Health (DPH)
EXECUTIVE SUMMARY	
Legislative Objectives - The proposed resolution would approve Amendment No. 2 to the Department of Public Health's (DPH) hospital diversion and crisis stabilization unit services contract with Edgewood Center for Children and Families (Edgewood), extending the term by four years and nine months through June 2030, and increasing the not-to-exceed amount by \$22,048,994, for a total not to exceed \$31,603,801. Key Points - In 2023, DPH issued a Request for Grant Applications (RFGA) to award grants for the crisis stabilization unit and hospital diversion program for children ages 6-18. Edgewood, which had previously provided similar services for DPH, was the lone respondent to the RFGA and was awarded a contract. The contract has been amended once, expires September 30, 2025, and has an amount not to exceed \$9,554,807. - Under the contract, Edgewood operates three programs: Edgewood Hospital Diversion, Edgewood Crisis Stabilization Unit, and Edgewood Partial Hospitalization. Between the three programs, Edgewood serves approximately 217 unduplicated clients per year and employs approximately 33.13 full-time equivalent (FTE) employees. Performance monitoring found that Edgewood generally met its contracted performance objectives and units of service. DPH reports that Edgewood met all monitoring plan requirements stemming from unsubstantiated allegations of child abuse, and the plan is coming to a close. Fiscal Impact - The proposed Amendment No. 2 would increase the not-to-exceed amount of the contract by \$22,084,994, for a total not to exceed \$31,603,801. - The contract is funded approximately 13 percent by Federal funds, 13 percent by State funds, and 73 percent by the City's General Fund. DPH reports that it continues to work toward maximizing Medi-Cal revenue and anticipates that the actual Medi-Cal reimbursement rate will be higher. Recommendation - Approve the proposed resolution.	

MANDATE STATEMENT

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

BACKGROUND

In June 2023, the Department of Public Health (DPH) issued a Request for Grant Applications (RFGA) to award grants for the crisis stabilization unit and hospital diversion program for children ages 6-18. Edgewood Center for Children and Families (Edgewood), which had previously provided similar services for DPH, was the lone respondent to the RFGA and was deemed to meet the minimum qualifications to receive a contract award. Edgewood's proposal received a score of 96 out of 100 from the technical review panel.¹

In October 2023, DPH executed a contract with Edgewood for a term of two years, from October 2023 through September 2025, and an amount not to exceed \$9,554,807. In August 2024, DPH executed Amendment No. 1 to the contract (retroactive to July 1, 2024), reducing liability insurance requirements, modifying the hospital diversion program scope of work to remove intensive outpatient services, adding a monitoring plan, amending program costs to more accurately reflect subcontractor costs, and replacing the data access agreement.² DPH has been satisfied with Edgewood's performance and has negotiated an amendment with Edgewood to extend the contract. According to DPH, although the insurance requirement was reduced, it is still on par/exceeding the level of other similar contracts.

DETAILS OF PROPOSED LEGISLATION

The proposed resolution would approve Amendment No. 2 to DPH's hospital diversion and crisis stabilization unit services contract with Edgewood, extending the term by four years and nine months through June 2030, and increasing the not-to-exceed amount by \$22,084,994, for a total not to exceed \$31,603,801.

Under the RFGA, the contract may be extended to a total term of up to 10 years.

Scope of Services

Under the contract, Edgewood operates three programs:

1. Edgewood Hospital Diversion: Provides short-term residential services to stabilize youth experiencing acute stress or crisis, psychiatric, behavioral health and/or family problems to avoid psychiatric hospitalization or provide a step-down from inpatient stabilization or

¹ The technical review panel included: an HSA Family and Children Services Program Manager, a DPH Supervising Behavioral Health Clinician, a DPH Senior Behavioral Health Clinician, and a Marin County Full Service Partnership Supervisor.

² The original contract and Amendment No. 1 were not subject to Board of Supervisors approval because the contract did not exceed 10 years or \$10 million.

residential treatment. This program is for children between the ages of 12 and 17 and serves approximately 35 unduplicated clients annually. The program is 24/7, designed to be two weeks but can accommodate longer length of stay as clinically indicated (average length of stay is 3 weeks).

2. Edgewood Crisis Stabilization Unit: Provides youth involuntary hold services for psychiatric crisis assessment, mental health crisis stabilization, acute intervention, and safety and discharge planning for children between the ages of 6 and 17. This program serves approximately 168 unduplicated clients annually. Clients are held at this site for up to 24 hours.
3. Edgewood Partial Hospitalization (New Program): Provides partial hospitalization services to stabilize youth experiencing acute stress or crisis, psychiatric, behavioral health and/or family problems to avoid psychiatric hospitalization or provide a step-down from Hospital Diversion. This program is for children between the ages of 12 and 17 and serves approximately 14 unduplicated clients annually. Typical client stays are approximately two to four weeks. These services had previously been included within the Hospital Diversion program.

Between the three programs, Edgewood serves approximately 217 unduplicated clients per year. The contract funds approximately 33.13 full-time equivalent (FTE) positions, including indirect administrative positions.

Performance and Fiscal Monitoring

FY 2022-23 performance monitoring³ found that Edgewood generally met its contracted performance objectives and units of service in the Hospital Diversion and Crisis Stabilization Unit programs (the Partial Hospitalization program was not tracked separately yet). However, the Hospital Diversion program served only 54 percent of the unduplicated client target (19 clients compared to the contracted target of 35), but Edgewood met 103 percent of the contracted units of service, indicating that the 19 placements required a longer length of stay or more intensive services and fully drew down on the contract allocation. DPH gave both programs an overall program rating of 4 out of 4, indicating that the program exceeds standards. No corrective actions were identified.

DPH reports that FY 2023-24 monitoring reports are still in draft form and not yet finalized and that FY 2024-25 monitoring is not complete.

DPH staff reviewed Edgewood's financial documents as part of the FY 2024-25 Citywide Fiscal and Compliance Monitoring program and identified no findings.

Prior Fiscal Solvency Grant

In 2019, under DPH's prior contract with Edgewood, the City became aware of allegations of misconduct and child abuse by Edgewood staff and ceased referring patients to Edgewood's residential programs. In April 2019, Edgewood submitted a letter to DPH stating that it was

³ Performance monitoring was for the period of FY 2022-23, which was under the term of the previous Edgewood contract. However, the site visit did not occur until June 2024, after the current contract commenced.

experiencing a cash flow crisis and was at risk of ceasing operations. In February 2020, at DPH's request, the Board of Supervisors approved a \$350,000 fiscal solvency grant for a term of 90 days (File 20-0145). The grant agreement required Edgewood to submit a corrective action plan to DPH to address staff misconduct, as well as business and financial sustainability plans. As of June 2021, DPH reported satisfaction that Edgewood had taken the necessary remedial and corrective actions.

FY 2024-25 Monitoring Plan

Amendment 1 to the contract added a monitoring plan due to a failure of Edgewood to report to DPH after (unsubstantiated) allegations of child abuse occurring in January 2024. Although the staff member was placed on administrative leave and Edgewood reported the incident to Community Care Licensing, it was ultimately not substantiated. SFDPH paused placements due to reporting failures and required a formal response. The monitoring plan, led by BHS Quality Management in collaboration with System of Care, was implemented over the course of one year from July 2024 to June 2025. It focused on strengthening internal policies and procedures, improving external reporting practices to California Child Protective Services and DPH, and enhancing staff training. DPH reports that Edgewood met all monitoring requirements, and the plan is coming to a close.

FISCAL IMPACT

The proposed Amendment No. 2 would increase the not-to-exceed amount of the contract by \$22,084,994, for a total not to exceed \$31,603,801. Actual and projected contract expenditures by year are shown in Exhibit 1 below.

Exhibit 1: Actual and Projected Contract Expenditures by Year

Year	Expenditures
FY 2023-24 (8 Months, Actual)	\$2,810,582
FY 2024-25 (Projected)	4,187,904
FY 2025-26 (Projected)	4,187,904
FY 2026-27 (Projected)	4,288,414
FY 2027-28 (Projected)	4,391,336
FY 2028-29 (Projected)	4,496,728
FY 2029-30 (Projected)	4,604,649
<i>Subtotal</i>	<i>\$28,967,517</i>
Contingency (12% of Projected Expenditures)	2,636,284
Total Not-to-Exceed	\$31,603,800

Source: Proposed Contract Amendment

The contract includes a 12 percent contingency to account for escalation, new programs, and/or expansions of existing programs. The not-to-exceed amount also includes annual 2.4 percent cost of making business payments. The contract budget for FY 2025-26 is shown in Exhibit 2 below.

Exhibit 2: FY 2025-26 Contract Budget

	Hospital Diversion	Crisis Stabilization Unit	Partial Hospitalization Program	Total
Salaries and Benefits	\$1,317,838	\$1,858,986	\$187,012	\$3,363,836
Operating Expenses ⁴	137,741	132,994	43,500	314,235
<i>Subtotal</i>	<i>\$1,455,579</i>	<i>\$1,991,980</i>	<i>\$230,512</i>	<i>\$3,678,071</i>
Indirect Cost (15%) ⁵	218,338	298,797	34,577	551,712
Total	\$1,673,917	\$2,290,777	\$265,089	\$4,229,783

Source: Proposed Contract Amendment

The estimated FY 2025-26 contract budget of \$4,229,783 is slightly higher than the amount of \$4,187,904 shown in Exhibit 1 above due to a one percent cost of doing business adjustment that was executed after the contract amendment had been negotiated. To ensure that contract expenditures remain within the \$31,603,800 not-to-exceed amount, DPH will either utilize the contingency or achieve savings in FY 2024-25, which has not been fully billed yet.

The contract is funded approximately 13 percent by Federal funds, 13 percent by State funds, and 73 percent by the City's General Fund. DPH reports that it continues to work toward maximizing Medi-Cal revenue and anticipates that the actual Medi-Cal reimbursement rate will be higher.

RECOMMENDATION

Approve the proposed resolution.

⁴ Operating expenses include utilities, building repair and maintenance, office and program supplies, training, subcontractor services, and medical services.

⁵ Indirect costs include administrative salaries, accounting and audit fees, insurance, and software subscriptions and maintenance.

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

Second Amendment

THIS **SECOND** AMENDMENT (“Amendment”) is made as of **June 1, 2025**, in San Francisco, California, by and between **Edgewood Center for Children and Families** (“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, Contractor was competitively selected pursuant to a RFGA entitled CRISIS STABILIZATION UNIT (CSU) AND HOSPITAL DIVERSION PROGRAM (HD) FOR CHILDREN 6-18 OF AGE FOR THE DEPARTMENT OF PUBLIC HEALTH issued through Sourcing Event ID SFGOV-0000008079 and this Amendment is consistent with the terms of the RFP and the awarded Contract; and

WHEREAS, this Contract is deemed exempt from Chapter 14B of the San Francisco Administrative Code because local preferences are not permitted by the federal and state funding sources and, as such, there is no Local Business Enterprise (“LBE”) subcontracting participation requirement for this Agreement; and

WHEREAS, this Amendment is consistent with an approval obtained when the Civil Service Commission approved Contract numbers 44670-16/17 and 46987-16/17 on July 15, 2019 and August 3, 2020 respectively; 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 [Insert Start Date] and ending [Insert End Date]; 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 [**Choose all that apply** an elected officer of the City, a board on which an elected officer of the City serves, a state agency on whose board an elected officer of the City's appointee serves, and/or 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 October 01, 2023 between Contractor and City, as amended by the:

First Amendment, dated July 01, 2024

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 Original Agreement currently reads as follows:

2.1 **Term.** The term of this Agreement shall commence on October 01, 2023 and expire on September 30, 2025, unless earlier terminated as otherwise provided herein

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

2.2 **Term.** The term of this Agreement shall commence on October 01, 2023 and expire on June 30, 2030, unless earlier terminated as otherwise provided herein.

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

3.3.1 **Calculation of Charges and Contract.** The amount of this Agreement shall not exceed Nine Million Five Hundred Fifty Four Thousand Eight Hundred Seven Dollars (\$9,554,807), 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.** The amount of this Agreement shall not exceed Thirty One Million Six Hundred Three Thousand Eight Hundred One Dollars (\$31,603,801), 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 **Appendix A, A-1, A-2, and A-3.** Appendix A, A-1 and A-1a is hereby replaced in its entirety by Appendix A, A-1, A-2 and A-3, attached to this Amendment and fully incorporated within the Agreement. To the extent the Agreement refers to Appendix A, A-1 and A-1a in any place, the true meaning shall be Appendix A, A-1, A-2 and A-3, which is a correct and updated version.

2.4 **Appendix B, B-1, B-2 and B-3.** Appendix B, B-1 and B-1a is hereby replaced in its entirety by Appendix B, B-1, B-2 and B-3, attached to this Amendment and fully incorporated within the Agreement. To the extent the Agreement refers to Appendix B, B-1 and B-1a in any place, the true meaning shall be Appendix B, B-1, B-2 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 is hereby replaced in its entirety by Appendix E Dated: OCPA & CAT v1/10/2024, and Attestation forms 06-07-2017, and Protected Information Destruction Order Purge Certification 01-10-2024, attached to this Amendment and incorporated within the Agreement.

Article 3 Updates of Standard Terms to the Agreement

The Agreement is hereby modified as follows:

3.1 **Section 4.2.1 Qualified Personnel.** *Section 4.2 of the Agreement is replaced in its entirety to read as follows:*

4.2.1 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.

3.2 **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.

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

10.15 Nonprofit Contractor Requirements.

10.15.1 Good Standing. If Contractor is a nonprofit organization, Contractor represents that it is in good standing with the California Attorney General's Registry of Charitable Trusts and will remain in good standing during the term of this Agreement. Contractor shall immediately notify City of any change in its eligibility to perform under the Agreement. Upon City's request, Contractor shall provide documentation demonstrating its compliance with applicable legal requirements. If Contractor will use any subcontractors to perform the Agreement, Contractor is responsible for ensuring they are also in compliance with the California Attorney General's Registry of Charitable Trusts for the duration of the Agreement. Any failure by Contractor or its subcontractors to remain in good standing with applicable requirements shall be a material breach of this Agreement.

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

3.4 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.

3.5 Section 12.6 Prevention of Fraud, Waste and Abuse. *The following section is hereby added and incorporated in Article 12 of the Agreement:*

12.6 Prevention of Fraud, Waste and Abuse. Contractor shall comply with all laws designed to prevent fraud, waste, and abuse, including, but not limited to, provisions of state and Federal law applicable to healthcare providers and transactions, such as the False Claims Act (31 U.S.C. § 3729 et seq.), the Anti-Kickback Statute (42 U.S.C. § 1320a-7b(b)), the

Physician Self-Referral Law (Stark Law, 42 U.S.C. § 1395nn), and California Business & Professions Code § 650. Contractor shall immediately notify City of any suspected fraud, waste, and abuse under state or federal law.

3.6 **Article 13 Data and Security.** *Article 13 is hereby replaced in its entirety to read as follows:*

13.1 Nondisclosure of Private, Proprietary or Confidential Information.

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

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

13.2 Reserved. (Payment Card Industry (“PCI”) Requirements

13.3 Business Associate Agreement. The parties acknowledge that City is a Covered Entity as defined in the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and is required to comply with the HIPAA Privacy Rule governing the access, use, disclosure, transmission, and storage of protected health information (PHI) and the Security Rule under the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (“the HITECH Act”).

The parties acknowledge that CONTRACTOR will:

1. ☒ Do **at least one** or more of the following:
 - A. Create, receive, maintain, or transmit PHI for or on behalf of CITY/SFDPH (including storage of PHI, digital or hard copy, even if Contractor does not view the PHI or only does so on a random or infrequent basis); or
 - B. Receive PHI, or access to PHI, from CITY/SFDPH or another Business Associate of City, as part of providing a service to or for CITY/SFDPH, including legal, actuarial, accounting, consulting, data aggregation, management, administrative, accreditation, or financial; or

C. Transmit PHI data for CITY/SFDPH and require access on a regular basis to such PHI. (Such as health information exchanges (HIEs), e-prescribing gateways, or electronic health record vendors)

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

- a. **Appendix E** SFDPH Business Associate Agreement (BAA) (1-10-2024)
 - 1. SFDPH Attachment 1 Privacy Attestation (06-07-2017)
 - 2. SFDPH Attachment 2 Data Security Attestation (06-07-2017)
 - 3. SFDPH Attachment 3 Protected Information Destruction Order Purge Certification (01-10-2024)

2. ☐ **NOT do any of the activities listed above in subsection 1;**

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

13.4 Management of City Data.

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

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

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

13.6 Loss or Unauthorized Access to City's Data; Security Breach Notification.

Contractor shall comply with all applicable laws that require the notification to individuals in the event of unauthorized release of PII, PHI, or other event requiring notification. Contractor shall notify City of any actual or potential exposure or misappropriation of City Data (any "Leak") within twenty-four (24) hours of the discovery of such, but within twelve (12) hours if the Data Leak involved PII or PHI. Contractor, at its own expense, will reasonably cooperate with City and law enforcement authorities to investigate any such Leak and to notify injured or potentially injured parties. Contractor shall pay for the provision to the affected individuals of twenty-four (24) months of free credit monitoring services, if the Leak involved information of a nature reasonably necessitating such credit monitoring. The remedies and obligations set forth in this subsection are in addition to any other City may have. City shall conduct all media communications related to such Leak.

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

Article 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

CONTRACTOR

Edgewood Center for Children & Families

DocuSigned by:



8/20/2025 | 2:53 PM PDT

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Lynn Dolce
Chief Executive Officer
1801 Vicente Street
San Francisco, CA 94116

City Supplier number: 0000020937

By: _____
Arnulfo Medina
Deputy City Attorney

Approved:

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

By: _____

Name: _____

Appendix A Scope of Services – DPH Behavioral Health Services

1. Terms

A. Contract Administrator:

In performing the Services hereunder, Contractor shall report to **Sharon Wong**, 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 – Edgewood Hospital Diversion

Appendix A-2 – Edgewood Crisis Stabilization Unit

Appendix A-3 – Edgewood Partial Hospitalization Program

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: Edgewood Center for Children and Families

Program Name: Edgewood Hospital Diversion

Appendix A- 1

Funding Term: 7/1/2025-6/30/2026

Funding Source: MH CYF Fed SDMC FFP (50%),
MH CYF State 2011 PSR-EPSDT, MH CYF-GF

1. Identifiers:

Program Name: Edgewood Hospital Diversion

Program Address, City, State, ZIP: 1801 Vicente Street, San Francisco, CA 94116

Telephone/FAX: (415) 681-3211/(415) 664-7094

Website Address: www.edgewood.org

Contractor Address, City, State, ZIP (if different from above): (same as above)

Executive Director/Program Director: Alyssa Kianidehkian, LMFT

Telephone: (415) 463-0030

Email Address: alyssaki@edgewood.org

Program Code(s) (if applicable):

- 8858H1

2. Nature of Document:

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

3. Goal Statement:

Edgewood's Hospital Diversion Program stabilizes youth experiencing acute stress or crisis, psychiatric, behavioral health and/or family problems in order to avoid psychiatric hospitalization, provide a step-down from inpatient hospitalization, Edgewood's Crisis Stabilization Unit (CSU) or longer-term residential treatment. Edgewood provides skills development and family/caregiver support with the goal of returning the youth to a lower level of care. To further stabilize the youth following Hospital Diversion stay, youth may be approved to step down to the Partial Hospitalization program, which is part of the HD programming but at a reduced dosage and length of stay.

Edgewood provides a continuum of care including Crisis Stabilization Unit (CSU), Hospital Diversion (HD), and Partial Hospitalization (PHP) to support youth and families in crisis.

4. Priority Population:

Edgewood welcomes and services all ethnicities and populations within San Francisco with focused expertise to meet the unique needs of children between the ages of 12 and 17 that are clinically appropriate for acute intensive treatment in a residential unlocked non-hospital setting.

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

Please see Appendix B, UOS & UDC Allocation.

6. Methodology:

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

A. Outreach, recruitment, promotion, and advertisement

Contractor Name: Edgewood Center for Children and Families**Appendix A- 1****Program Name:** Edgewood Hospital Diversion**Funding Term:** 7/1/2025-6/30/2026**Funding Source:** MH CYF Fed SDMC FFP (50%),
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Admissions into the Diversion program are planned and take place through DPH Child Crisis and DPH Family Mosaic Project.

Edgewood understands that it is important that staff and management attend and participate in county-wide events and committees to form relationships with other providers to ensure that the youth and families served by this program are provided the best opportunities for safety and stability. As a current contractor in San Francisco County, and the existing provider of CSU and HD services locally, Edgewood maintains the below strategies, including active presence in several collaborative forums, to ensure outreach, engagement and education of the services that are available for youth and families in crisis:

- Consistent and collaborative outreach SFDPH CBHS Comprehensive Crisis Services and SFDPH Family Mosaic Project re: program capacity.
- Outreach presentations and in person tours regularly offered to the system of care.

Edgewood maintains a workforce that is reflective of the diversity of the local labor market, at all levels of employment. We recruit and maintain a diverse staff that currently includes staff that can speak Spanish, French, Cantonese, Mandarin, Hindi, Farsi, Vietnamese, Gujarati, and Samoan. Edgewood staff are also diverse in gender, age, ethnicity, sexual orientation, religion, abilities and disabilities, and in many other respects. Edgewood is dedicated to building a multicultural agency which enlists the full participation of diverse communities.

Edgewood recruits for its various positions by posting at other agencies, junior colleges, colleges, undergraduate and graduate schools, cultural organizations, diverse job boards such as the National Association of Black Social Workers, various social networks, NAMI, and youth drop-in centers. A recruitment bonus is also offered to current staff and a pay differential for bilingual staff. Further, Edgewood works alongside recruitment firms to ensure we are seeking a diverse and experienced workforce to support our youth and families.

Edgewood has a career website that is accessible to all candidates. Our language is inclusive and clearly states our workplace efforts to provide diversity and inclusion for attracting the right candidates.

Edgewood also provides employees with vertical and horizontal career opportunities. We aim to make employees aware of internal growth opportunities and have an internal recruiting process in place. Internal mobility is extremely important for our retention efforts.

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

Enrollment in the HD Program is based upon a client's age, gender, ethnicity, culture, and type of problem, as those variables are considered in relationship to the existing population in the program under consideration. The HD Program shall consider the youth's needs and strengths as well as the likelihood that the youth will benefit from the program. HD includes Lesbian, Gay, Bisexual, Transgender, and Queer/Questioning (LGBTQ) & Sexual Orientation, Gender Identity and Expression (SOGIE), and non-English-speaking youth. Once a referral is made to Edgewood, the steps to determine eligibility and gather information typically begin within 24 hours of initial contact with the referring party.

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An acceptance of a referral for intake evaluation is not equivalent to admission into the program. The referring party, the family, or Edgewood may terminate the intake at any point should it become clear it would not be feasible to continue.

As part of Edgewood's continuum of care, Edgewood's Crisis Stabilization Unit (CSU) may also refer youth to HD to further stabilize symptoms and to avoid psychiatric hospitalization. Any such referral is complete with collaboration and approval from SFCBHS.

When a referral appears to be appropriate for the HD Program, a request is made to the referring party and/or parent to forward all information that is pertinent to the services being requested including:

- Family and permanency history
- Prior placement history
- Mental health treatment history
- Psychological and psychiatric evaluation(s)
- Medical history
- Education records and individual educational plans (IEP's)
- Court reports
- Discharge summaries (from hospitalizations or other placements)

Pre-placement Visit & Interview: A member of the Intake Team conducts this meeting. During the visit the family is welcomed and informed that families are an integral component of successful treatment. Families are considered the experts of their lives and are viewed as partners by the treatment team. Edgewood recognizes that families who receive our help often have experienced challenging life circumstances, difficulty with previous providers, may distrust the system, and may struggle with relationships. Edgewood is committed to reducing the stigma and barriers associated with receiving treatment. Families are expected to participate in treatment. Edgewood staff will communicate this expectation with the knowledge that we may need to find a variety of ways to continually demonstrate how much Edgewood values family involvement. On occasion, because of the immediacy of placement need or geographic factors, a youth may be scheduled for admission without a pre-placement visit.

Admission Decision: After the visit, the information gathered during the admission process is reviewed by the multidisciplinary Intake Team (which includes the Director of Admissions, Director of Nursing, Acute Intensive Services (AIS) Director, Associate AIS Director, Clinical Supervisor, Milieu Managers or Non-Public School (NPS) Director). The Intake Team discusses the youth or youth's fit for the program and the capacity of the program to address and successfully assist the youth and family. Variables such as the current population, level of staff expertise and the physical environment are carefully considered. When indicated, additional psychological testing, psychiatric evaluation, or other necessary information is requested prior to a final decision to accept a youth or youth for treatment. The Intake Team decides and typically responds to referring agencies regarding

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acceptance or rejection of referral within one (1) business days. If a referral is denied, the reasons are documented on the referral tracker.

Placement in the HD Program is not appropriate for children and youth whose clinical presentation includes the following below.

- Physical, neurological, or mental health needs that are better served in a more specialized treatment or medical facility. Examples include:
 - o Children and youth with substance abuse disorders
 - o Pregnant youth or youth with babies at the time of entry
 - o Children and youth with moderate to severe intellectual disability
 - o Diabetic children and youth who are unable to self-monitor or who are not compliant with treatment
 - o History of significant sexual predatory behavior
 - o Chronic, active fire setting behavior
 - o History of serious criminal behavior

Waiting List Policy: Edgewood Center strives to provide smooth and timely access to agency program services. On rare occasions, existing circumstances result in a temporary inability of a program to serve new referrals. When a referral to the Program has been deemed appropriate, yet there is a delay in the program's ability to have the child/youth enter, the Intake Department will provide the referral source a projected entrance date and/or offer to place the child/youth on a wait list. The wait list is maintained by the Intake Department. In general, potential clients are added to the list in ascending order from the earliest date of request for service to the most recent.

Tracking of Referrals: Edgewood's Intake Department maintains a referral tracker. This referral tracker logs each program referral that is made to Edgewood. It includes the following information: Date/time of referral, the client's name, age, identified gender, diagnosis, and the referral source. In addition, it includes the decision made by Edgewood about the acceptance or denial of clients, denial reason. Edgewood team will review referral decisions (acceptance or denials of clients) with SFDPH CBHS Comprehensive Child Crisis and SFDPH Family Mosaic Project on a quarterly basis.

C. Service delivery model

The HD Program provides short term residential services to stabilize youth experiencing acute stress or crisis, psychiatric, behavioral health and/or family problems. The HD Program further stabilizes youth symptoms in order to avoid psychiatric hospitalization, provide a step-down from inpatient hospitalization, Edgewood's Crisis Stabilization Unit (CSU) or longer-term residential treatment, providing skills development and family/caregiver support with the goal of returning the youth to a lower level of care. While the HD program is 24/7/365, with an average length of stay of two weeks, with approval from SF County DPH, youth can reduce their dose/length of stay and step down to PHP programming if clinically indicated.

The programs are designed to assess and stabilize a broad range of youth and family challenges including high-risk behavioral and emotional issues resulting in aggressive and/or self-harming

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behavior. In addition to a short-term stabilization service, Edgewood also offers diagnostic assessment and psychotropic medication evaluation and management, allowing youth to receive acute care outside the confines and cost of a locked inpatient unit. Youth and families are discharged from Edgewood's Diversion programs with a thorough and collaborative safety and treatment plan that concretely addresses safety concerns, referral needs and redeems hope and quality of life.

Upon entry to the HD Program, an initial screen is completed to assess the immediate needs of the youth. When indicated by the screen, additional assessment, referrals and follow up may be required. The initial screen is completed by the assigned intake staff. The initial screen includes the following:

- **Risk Screen and Needs:** Youth are screened for suicide risk, danger to self or others, exploitation, and sexual exploitation using the Columbia Suicide Severity Rating Scale (C-SSRS) and Child and Adolescent Needs and Strengths (CANS). If immediate need is identified, intervention is required, and staff follow the crisis response protocol. C-SSRS and CANS are available to clients and families in threshold languages.
- **Pain Screen:** Youth are screened for pain. When indicated, referral for medical evaluation is made and follow-up may be required. All follow-up efforts are documented in the youth's chart.
- **Nutrition Screen:** Youth are screened for nutritional needs. When indicated, referral for nutritional evaluation is made and follow up may be required. All follow-up efforts are documented in the youth's chart.
- **Trauma Screen:** Youth are screened for trauma. When indicated, further assessment is initiated. Trauma continues to be assessed throughout the course of treatment. Interventions are documented in the youth's chart.

Using information gathered from the referral source, intake meeting, conversations with client, caregivers and external providers, the mental health clinician completes a comprehensive assessment following the youth's admission to the program. Upon completion of the assessment, the Needs and Services Plan (NSP)/Care Plan is developed to address client needs. The primary goal of treatment is to provide intensive clinical and behavioral services to support a reduction in high-risk behaviors so that youth can return to their homes and their communities as quickly as possible. Edgewood's treatment team takes a trauma informed approach in dealing with issues of intergenerational complex trauma and community violence.

The HD (Residential) Program operates 24 hours per day, 7 days a week in one cottage on Edgewood's Vicente Campus located at 1801 Vicente Street in San Francisco. The residential program is licensed by the Department of Social Services Community Care Licensing as a Group Home with a capacity to serve up to 12 youth. The HD Program serves youth ages 12-17. This treatment intervention is anticipated to last approximately 14 days based on clinical and medical necessity and is contracted to provide residential beds for San Francisco Community Behavioral Health Services (CBHS) and Family Mosaic Project (FMP).

When clinically indicated, approved by San Francisco Community Behavioral Health Services (CBHS), and as budget allows, HD youth may transition within our continuum (step down from HD to PHP) to best meet the needs of the youth.

Our HD Program features:

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- Supervision, monitoring, and support to ensure safety after a mental health crisis.
- Strengths-based approach to promote resiliency.
- Family-focused treatment to increase communication and connection with all members of the youth's support system and join families together.
- Target the reduction of high-risk behaviors with emphasis on developing coping strategies and crisis management skills for youth and caregivers.
- Intensive group-based treatment focused on increasing therapeutic skills as well as promoting Holistic/Fully Body Wellness.
- Work towards gradually re-integrating youth into their homes and communities and connecting families with appropriate community-based support (both therapeutic and recreational).
- Dialectical behavior therapy (DBT) informed programming. DBT is a modified type of cognitive behavioral therapy (CBT). Its main goals are to teach people how to live in the moment, develop healthy ways to cope with stress, regulate their emotions, and improve their relationships with others.
- A multi-disciplinary team of well-trained staff members who are committed to providing a safe, therapeutic environment for those who we serve. Team members include therapists, counselors (24/7), program managers, nurses, and psychiatrists. The program has also included support from family partners and nurse practitioners. Therapeutic Programming
 - Therapeutic classroom Monday - Friday
 - Expressive Arts programming
 - Occupational therapy
 - Therapeutic recreation
 - Life skills/Social Skills activities
 - Mindfulness and Holistic Healing groups and activities
- Clinical/Medical Services (Specialty Mental Health Services including, but not limited to)
 - Assessment and Plan Development (as needed)
 - Individual therapy (HD minimum 2x/week)
 - Family therapy or Rehabilitation (minimum 1x/week)
 - Group therapy, including DBT skills (minimum 2x/day)
 - Psychiatry assessment and treatment (HD only)
 - Case Management
 - Rehabilitation (daily)
 - Crisis Intervention (as needed)
- Coordination of care and services, from the initial referral, with Edgewood providers and external providers, including SFDPH Comprehensive Crisis Services and SFDPH Family Mosaic Program.
- Discharge planning, including linkage with community supports and services, including discharge planning with SFDPH Comprehensive Crisis Services SFDPH Family Mosaic Program.

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Edgewood staff and leadership understand the importance of partner relationships in providing quality care to our children/youth and families. SF County Medi-Cal referrals come to us from SFDPH CBHS Comprehensive Child Crisis and SFDPH Family Mosaic Project, so we focus considerable attention on effective communications with these agencies. We use several methods of communication with all parties involved in a child/youth crisis, and we consistently reach out to keep our contacts up-to-date and well-informed.

D. Discharge Planning and exit criteria and process

The HD Program begins to address discharge planning at the onset of referral and intake in order to support an average length of stay of two weeks. Edgewood staff creates a flexible and responsive discharge transition plan with time frames and goals for community involvement, that is sensitive and relevant to the youth and family's identified culture. The plan is co-created with the youth and parent(s)/caregiver(s). We involve parents/caregivers in identifying strengths that can be used after discharge to help prevent a future crisis and support the client, and in identifying resources in the community (behavioral health providers, informal supports, family support organizations). The plan is defined by specific goals with measurable outcomes developed collaboratively by the youth, their parent(s)/caregiver(s), and their service provider(s). Discharge planning can include things like setting up outpatient appointments with step-down programs or clinics, setting up regular one-on-one therapy sessions with a school social worker, and enrolling clients in teen skills groups offered by local service providers. This process also involves preparing youth and families for the transition home, to an outside program, or to another Edgewood program.

Edgewood engages in verbal discharge planning and shares clinical documentation with the SFDPH Comprehensive Crisis Services or SFDPH Family Mosaic Program on every SFCBH youth admitted to HD to ensure coordination of care. Additionally, Edgewood is connected to Manifest Medex, a statewide health information network, to fulfill CalAIM's interoperability requirements and allow information access to healthcare providers and clients. Healthcare providers and individuals receiving care through Edgewood programs will have access to demographic and assessment information and encounter data.

E. Program staffing

Acute Intensive Services (AIS) Programs Director/Group Home Administrator is responsible for residential program on the Vicente campus and for the supervision of the Associate Director, Milieu Manager, Clinical Supervisor and provides oversight of budget, treatment philosophy, and coordination of care. The AIS Programs Director has a master's degree and clinical license and at least 2-6 years of experience in a mental health setting and is credentialed as a Licensed Marriage and Family Therapist (LMFT) with the county mental health plan. The AIS Programs Director is responsible for providing training, consultation, and oversight to the program and supervises the Clinical Supervisor. The position ensures the program adheres to all contractual and licensing requirements, is a liaison to Community Care Licensing (CCL) analyst, and reviews Incident Reports.

Associate Director of Acute Intensive Services (AIS) Programs is responsible for supervision of the Swing Shift Team Lead and relief counselors, supports the Administrator, assists with CCL work, and is designated as the substitute when the Group Home Administrator is absent. The Associate

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Director has a high school diploma, associate degree, bachelor's degree, or master's degree and has at least 1-6 years of experience in a mental health setting. Staff are credentialed as a Mental Health Worker or Mental Health Rehab Specialist with the county mental health plan. The Associate Director reports to the AIS Programs Director.

Milieu Manager is responsible for direct oversight of counselor/direct care staff and clients in their assigned cottage and is responsible for the overall functioning of the program. The Milieu Manager has a high school diploma, associate degree, bachelor's degree, or master's degree and has at least 1-6 years of experience in a mental health setting. Staff are credentialed as a Mental Health Worker or Mental Health Rehab Specialist with the county mental health plan. The Milieu Manager reports to the Acute Intensive Services (AIS) Programs Director.

Counselor/Relief Counselor/Upnight Counselor is responsible for supervising clients. The Counselor/Relief Counselor/Upnight Counselor has a high school diploma, associate degree, bachelor's degree, or master's degree and has at least 1-4 years of experience in a mental health setting. Staff are credentialed as a Mental Health Worker or Mental Health Rehab Specialist with the county mental health plan. The Counselor reports to the Milieu Manager. The Relief Counselor reports to the Associate Director. The Upnight Counselor reports to the Swing Shift Team Lead.

Team Lead/Swing Shift Team Lead is responsible for the supervision of staff and clients and is part of the crisis support team and serve as the designated Facility Manager. The Team Lead/Swing Shift Team Lead has a high school diploma, associate degree, bachelor's degree, or master's degree and has at least 1-6 years of experience in a mental health setting. Staff are credentialed as a Mental Health Worker or Mental Health Rehab Specialist with the county mental health plan. The Team Lead reports to the Milieu Manager. The Swing Shift Team Lead reports to the Associate Director.

Clinician/Care Manager is responsible for providing case management, individual, family, and group therapy and is responsible for scheduling individual activities for youth. The program will employ at least one Clinician/Care Manager available to provide mental health services in Spanish. The Therapist and Care Manager is a registered, licensed, or waived clinician with the Board of Behavioral Sciences. The Clinician/Care Manager has a master's degree or doctorate and has at least 1-2 years of experience in a mental health setting. Staff are credentialed as a Licensed Practitioner of the Healing Arts with the county mental health plan. The Clinician/Care Manager reports to the Clinical Supervisor.

Clinical Supervisor is responsible for overseeing the clinical team and provides individual and group supervision to Therapists and Care Managers. The Clinical Supervisor is a licensed clinician with the Board of Behavioral Sciences. The Clinical Supervisor has a master's degree or doctorate and has at least 2 years of licensed experience in a mental health setting. Staff are credentialed as a Licensed Practitioner of the Healing Arts with the county mental health plan. The Clinical Supervisor reports to the Clinical Director.

Nursing Director and Registered Nurses are responsible for providing basic medical care, administers medication, and schedules all outside medical appointments. The Registered Nurses and Nursing Director are licensed registered nurses with the Board of Registered Nursing. The Nursing Staff/Registered Nurse has bachelor's degree or master's degree and are credentialed as a Registered Nurse with the county mental health plan. The Registered Nurse reports to the Nursing Director who reports to the Medical Director.

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Psychiatric Nurse Practitioner may provide consultation and support to the Registered Nurses and mental health staff in the program and may also provide medication support services to youth as needed. The Psychiatric Nurse Practitioner is licensed with the Board of Registered Nursing. The Nurse Practitioner has a master's degree and is credentialed as a Nurse Practitioner with the county mental health plan. The Psychiatric Nurse Practitioner reports to the Medical Director.

Psychiatric Fellow provides medication support services to the youth. The Psychiatric Fellow is certified through the Medical Board of California and credentialed as a physician with the county mental health plan. The Psychiatric Fellow reports to the Medical Director.

Medical Director is responsible for overseeing the medical services related to the Programs including medical and psychiatric services. The Medical Director is certified through the Medical Board of California and supervises the Nurse Practitioner and Director of Nursing. The Medical Director is credentialed as a Physician with the county mental health plan. The Medical Director reports to the Chief Executive Officer.

HD Ancillary Support Position Descriptions

Director of Admissions is responsible for overseeing the intake department, screening referrals, marketing/outreach of the program and completing intakes for the programs. The Admissions Director provides direct oversight to the Intake Coordinator. The Admissions Director has a high school diploma, associate degree, bachelor's degree, or master's degree and has at least 1-6 years of experience in a mental health setting. Staff are credentialed as a Mental Health Worker or Mental Health Rehab Specialist with the county mental health plan. The Admissions Director reports to the Senior Director of Programs.

Intake Coordinator provides administrative support to the intake department by processing paperwork, entering data, responding to inquiries and developing systems to ensure that the department is running smoothly. The Intake Coordinator may have a high school diploma, associate degree, bachelor's degree, or master's degree. Staff are credentialed as administrative staff with the county mental health plan. The Intake Coordinator reports to the Director of Admissions.

E. Vouchers

N/A

7. Objectives and Measurements:

All objectives, and descriptions of how objectives will be measured, are contained in the document entitled Children, Youth, and Families Performance Objectives FY25-26.

8. Continuous Quality Improvement:

Quality Assurance and Improvement (QAI) is a continuous process and occurs across all programs, services, and departments. The responsibility of QAI is shared between direct care providers, supervisors, directors, and Quality Management (QM) staff. QM staff work closely with providers and supervisors around areas of documentation, HIPAA, confidentiality, special incidents, client grievances, as well as any other issues or concerns that impact the environment of continuous quality improvement.

Leadership, Program teams and QM staff review and analyze client satisfaction results, outcome data, program productivity, critical incidents, environment of care, delivery of culturally competent services

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to identify areas for improvement and inform changes in agency practice. Through quality improvement activities such as program review, areas for improvement are identified. QM staff provide timely feedback directly to program staff and managers on areas to correct and improve. QM staff identify patterns in documentation and practice and follow up with managers to develop a plan of correction, as needed. Corrective plans are reviewed and monitored until desired results occur. Continuous follow-up is required to maintain improved levels.

The QM team consists of the Head of Quality Management and Privacy, an Associate Director of Quality Management, two Quality Assurance Managers and two Quality Assurance Administrative Coordinators that support programs across the agency. The QM team supports and monitors the following list of QM activities that are currently in place:

1. Achievement of contract performance objectives and productivity

- Program Managers review productivity data with direct service providers (staff) weekly and monitor against stated expectations. During these meetings, they trouble shoot low census numbers, client engagement, caseloads assignments, discharging planning, etc. to ensure that direct service providers are working towards meeting their productivity.
- Program Leadership and Finance Team review program productivity data monthly and develop action plans based on the data.
- QM staff and Program Teams review contract performance objectives annually and develop action plans based on the data. Evidence of monitoring and completion of corrective plan is maintained in the electronic compliance binder.
- Corrective plans may include staff training, increased oversight by supervisors and QM staff support, and tracking of data to measure progress over time.

2. Quality of documentation, including a description of the frequency and scope of internal chart audits

- Initial documentation training is provided during New Hire Orientation. Managers provide ongoing supervision and support in gaining competency with documentation with documentation standards. QM staff also review staff documentation and provide ongoing training and support, as needed, in either face-to-face or online formats.
- All staff receive regular supervision. Individual supervisors are responsible for reviewing documentation (assessments, CANS, care plans, progress notes, and all other relevant paperwork) for accuracy and adherence to all Medi-Cal and agency documentation standards. In addition to initial review by supervisors, QM staff also performs QM level review of documentation. QM staff review paperwork completion, timeliness, and compliance with all internal and external documentation expectations. QM staff work collaboratively with supervisors to provide feedback and track errors/improvement requests until completion.
- Chart review is ongoing. QM staff audit client documentation for technical and clinical accuracy. Documentation review occurs at admission, at discharge and during the note review process. Program Staff, Supervisors, and QM Staff use a standardized documentation checklist to track documentation compliance requirement to audit documentation. Chart review may also occur upon staff transitions (departures, transfers, staff change, etc.) to ensure completion of the client record and to coordinate a smooth transition to a new service provider. Chart review may also

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be triggered because of findings in a program review or when regular QM review of documents reveals a pattern of concern. Errors are tracked and corrected.

- QM staff review client documentation including assessments, CANS, care plans, progress notes, and all other relevant paperwork. Client diagnosis, supporting rationale, impairment criteria and linkage to goals/objectives, effectiveness of interventions provided. Progress notes are also reviewed for technical errors as well as clinical relevance to treatment outlined in the service plan.
- Depending on the severity of the deficiencies, this may trigger an improvement plan for the staff or program, which may include additional training or oversight by QM staff.

3. Cultural Competency of staff and services

- Program Managers and direct service providers (staff) participate in weekly supervision to identify and address issues of culture and diversity. Factors that could impact treatment are addressed by the team. Edgewood programs make every effort to employ staff from diverse backgrounds with language capabilities to serve clients in their preferred languages. Edgewood contracts with Language Back for translation services. When staff are not able to meet the language needs of the client/family, staff contact the Language Bank services for translation services.
- Additionally, staff training needs are communicated to the training department and may be added to the training calendar. All staff participate in mandatory annual Cultural Competency Training.

4. Satisfaction with services

- Edgewood programs participate in the SF CBHS consumer perception survey process twice a year. Findings from client satisfaction surveys and program performance objectives are reviewed bi-annually by program staff and agency leadership. Information is analyzed and areas for improvement are identified. In areas that fall below expected results, corrective plans are implemented, and activities are monitored until desired results occur. Continuous follow-up is required to maintain improved levels.
- Edgewood programs have also implemented their own Client and Caregiver Satisfaction Survey. QM and Program Teams review data annually at the end of the fiscal year and identify areas for improvement. Corrective actions are monitored until completed.

5. Timely completion and use of outcome data, including CANS and/or ANSA data

- Client paperwork timelines are tracked upon admission. Direct service providers (staff) receive regular notification of documentation timelines and requirements. Paperwork timeliness and use of CANS is reviewed at admission and discharge. CANS items and identified needs are reviewed to confirm that prioritized needs are being addressed and clients are making progress towards established goals and objectives. QM staff support the process by reviewing completion of paperwork within required timelines.

9. Required Language: N/A

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

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Appendix A- 2

Program Name: Edgewood Crisis Stabilization Unit (CSU)

Funding Term: 7/1/2025-6/30/2026

Funding Source: MH CYF Fed SDMC FFP (50%), MH CYF State 2011 PSR-EPSDT, MH CYF-GF

1. Identifiers:

Program Name: Edgewood Crisis Stabilization Unit (CSU)

Program Address, City, State, ZIP: 2681 28th Avenue, San Francisco, CA 94116

Telephone/FAX: (415) 682-3278/(415) 664-7094

Website Address: www.edgewood.org

Contractor Address, City, State, ZIP (if different from above):

Executive Director/Program Director: Justine King, LMFT, LPCC

Telephone: (415) 650-7876

Email Address: jeking@edgewood.org

Program Code(s) (if applicable): 3898CS

2. Nature of Document:

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

3. Goal Statement:

The Crisis Stabilization Unit (CSU) is a 5585 receiving and assessment center and offers an intensive service for psychiatric crisis assessment, mental health crisis stabilization, acute intervention, and safety and discharge planning. The goal of this intensive level of care is to prevent inpatient psychiatric hospitalization and assessment in Emergency Departments or the larger community, as well as to stabilize symptoms and continue skills development while providing family/caregiver support. The CSU identifies appropriate community support services and supports linkage to these referrals.

4. Priority Population:

Edgewood welcomes and services all ethnicities and populations within San Francisco with focused expertise to meet the unique needs of children between the ages of 6 and 17 that are clinically and medically appropriate for crisis stabilization in an unlocked, family-friendly setting. Edgewood's CSU is the San Francisco County Child and Adolescent WIC 5585 receiving and assessment center.

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

Please see Appendix B, UOS & UDC Allocation.

6. Methodology:

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

A. Outreach, recruitment, promotion, and advertisement

Edgewood employs a variety of outreach strategies to build community and engage families in the services we offer. Our established networking systems include consistent and prescheduled meetings, email lists, social media posts, and phone calls/zoom meetings. We ensure to contact and notify our

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established partners about new, or expanded services, available services slots, and upcoming events and pilot projects. The Edgewood team understands that it is important that staff and management attend and participate in county-wide events and committees to form, maintain, and nurture relationships with other providers to ensure that the youth and families served by this program are provided the best opportunities for safety and stability. As a current contractor in San Francisco County, and the existing local provider of CSU services, Edgewood uses the strategies, including active presence in several collaborative forums, to ensure outreach, engagement and descriptions of the services are available for youth and families in crisis:

- Consistent and collaborative contact with SFDPH CBHS Comprehensive Child Crisis re: program capacity and openings to county system of care partners, local hospitals, group home and residential settings, as well as outpatient and community-based programs
- Monthly meetings between CSU Leadership and Comprehensive Crisis Services AODs and leadership to discuss client and program needs
- Collaborating with CYF Intensive Services Coordinator regularly to ensure ongoing awareness of CSU as a resource and discuss client needs. Outreach presentations and in person tours regularly offered to the system of care.
- School/District partnership & outreach meetings
 - San Francisco Unified School District (SFUSD) partnership & outreach meetings (2-3x/year)
 - San Francisco Private/Parochial/Independent School forum convenings with mental health counselors and support staff
- Seneca Mobile Response Team (MRT) collaboration (monthly)
- Mobile, in person community outreach conducted by program staff and leadership (ex: visiting local community-based organizations, community centers, Boys & Girls Clubs, YMCAs, etc. to attend staff meetings, drop materials and present information on services offered for youth in need)
- Taraval Police Department partnership & outreach (2x/year collaboration meetings minimum, invitations to campus events)
- Hosting information booths at local community events (ex: SF PRIDE, Suicide Prevention Walks, etc.)
- UCSF Behavioral Emergency Response Team (BERT) coordination
- Hosting the partners listed above and other community agencies for walk-through tours and informational visits regarding CSU services.

Edgewood maintains a workforce that is reflective of the diversity of the local labor market, at all levels of employment. We recruit and maintain a diverse staff that currently includes staff that can speak Spanish, French, Cantonese, Mandarin, Hindi, Farsi, Vietnamese, Gujarati, and Samoan. Edgewood staff are also diverse in gender, age, ethnicity, sexual orientation, religion, abilities and disabilities, and in many other respects. Edgewood is dedicated to building a multicultural agency which enlists the full participation of diverse communities.

Edgewood recruits for its various positions by posting at other agencies, junior colleges, colleges, undergraduate and graduate schools, cultural organizations, diverse job boards such as the National Association of Black Social Workers, various social networks, NAMI, and youth drop-in centers. A recruitment bonus is also offered to current staff and a pay differential for bilingual staff. Further,

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Edgewood works alongside recruitment firms to ensure we are seeking a diverse and experienced workforce to support our youth and families.

Edgewood has a career website that is accessible to all candidates. Our language is inclusive and clearly states our workplace efforts to provide diversity and inclusion for attracting the right candidates.

Edgewood also provides employees with vertical and horizontal career opportunities. We aim to make employees aware of internal growth opportunities and have an internal recruiting process in place. Internal mobility is extremely important for our retention efforts.

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

Youth are admitted to the CSU on an emergency basis. Admissions occur 24/7. Youth must be able to Walk, Eat, Talk and Toilet (WETT Criteria) independently to meet admission criteria. The Edgewood CSU provides specialty mental health services lasting less than 24 hours, to or on behalf of, medically stable client for a crisis condition that requires a timelier response than a regularly scheduled visit. Edgewood's CSU is not a primary healthcare specialty services provider. Clients shall be medically stable before admission. This includes the ability to Walk (transfer independently); Eat (not suffering from an active eating disorder and can eat independently); Talk (participate in and benefit from assessment and mental health treatment interventions); and Toilet (independently attend to elimination and hygiene needs). Although clients with autism, mental retardation, epilepsy, or other developmental disorders, alcoholism, other drug abuse, or repeated antisocial behavior can present as danger to self, danger to others and grave disabled, these conditions are not by themselves a mental disorder that qualifies for admission to the CSU.

Clients with a low baseline of functioning e.g., autism or intellectual developmental delay, may qualify for admission if significant distress or impairment due to a co-occurring mental disorder causes the disability as long as the client can meet WETT criteria.

Exclusionary Criteria- we are not able to admit any youth who, in the judgment of staff or a consulting professional:

- Are insulin dependent
- Exhibits behavior dangerous to self or to others that is unable to be managed on the unit.
- Requires an immediate medical evaluation or medical care in a hospital facility. (Examples of this could be: ingesting drugs and alcohol prior to arrival at the CSU that need a higher level of monitoring, reports of ingesting medications in a manner not prescribed, recent injury to the head, significant self-harm injuries i.e.: cutting, burning, being out of guardian care for over 24 hours, etc.)

We accept SF County Medi-Cal clients who are voluntary walk-ins, referred by schools, brought in by law enforcement or ambulance, transfers from local emergency rooms, and referred by the San Francisco Department of Public Health Comprehensive Crisis Services. Edgewood's CSU is the San Francisco County Child and Adolescent WIC 5585 receiving and assessment center.

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All are medically cleared before being admitted to the program. Any youth who is not able to be medically cleared by the CSU is referred to the hospital and provided a form to be given to medical staff to be completed for medical clearance and are eligible for assessment after clearance.

Once medically cleared, the Administrator On-Call will approve admission to the program. The Administrator On-Call will only accept for treatment those youth who have identified care, treatment and service needs that the program can safely meet in less than 24 hours.

Upon admission, CSU staff initiate the informed consent process. Consistent with Edgewood and WIC 5585's value of family involvement, staff shall attempt to obtain consent from the legal guardian as soon as possible. If there is no legal guardian available to sign for consent, a client 12 years or older may be admitted under Minor Consent for Treatment (Family Code §6924).

At the parent/guardian/client request, if the parent(s)/guardian(s)/client primary language is a language other than English, interpreter services will be made available in their primary language. If the guardian or client exhibit a lack of understanding regarding the intake forms and/or process, all information will be explained to them in a manner that facilitates their understanding of the intake forms.

C. Service delivery model

The CSU is an unlocked, mental health specialty program for medically stable youth ages 6 to 17 years (at times serving children aged 5, when appropriate and approved). The program is located at 2681 28th Ave. in San Francisco, CA 94116. The CSU also functions as the San Francisco County Receiving Center WIC (Welfare and Institutions Code) 5151 for youth who are placed on a WIC 5150/5585.5 civil commitment hold in San Francisco County. The CSU provides services 24/7/365. The CSU may serve up to a maximum of four (4) clients at a time.

Crisis stabilization is a service lasting less than 24 hours, to or on behalf of a beneficiary for a condition that requires more timely response than a regularly scheduled visit. For clients admitted to the CSU, it is expected that the client stay on the CSU will not exceed 23 hours and 59 minutes. When a client is admitted to the CSU, their admission time is documented on the client log. Staff log each hour the client receives crisis stabilization services to ensure that services stay within the timeline and then document discharge time when the client is discharged from the program. From the inception of services, CSU staff works to stabilize the client and develop an aftercare plan to discharge the client within the service timeline. CSU staff document efforts at discharge planning in the client record.

Occasionally, the CSU may be unable to discharge a client within the timelines. This may be due to challenges with identifying a discharge placement (e.g.: no vacant hospital beds, caregiver refusal to pick up client, etc.). When this occurs, CSU staff document all efforts made to safely discharge the client to the appropriate level of care. Activities may include calls to locate a hospital bed, problem solving with caregiver(s), or notifying Human Services Agency (HSA) Family and Children's Services (FCS) when needed. The Milieu Manger reviews the client log for accuracy of admit and discharge times and the Clinical Supervisor reviews the progress note(s) to ensure that challenges and efforts at discharge planning were documented.

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Crisis stabilization claims are based on hours of service provided to, or on behalf of the client. The maximum number of hours claimable for Crisis Stabilization in a 24-hour period shall be 23 hours. When a client is admitted to the CSU, their admission time is documented on the client log. Staff log each hour the client receives crisis stabilization services and documents the mental health interventions provided e.g. assessment, collateral, crisis intervention, therapy, medication support services and case management. When the client is discharged, the Milieu Manger reviews the client log to confirm billable hours.

Our 24-hour Crisis Stabilization Unit (CSU) offers a wide range of services including:

- Comprehensive psychiatric evaluation and risk assessment
- Medical screening
- Collaborative treatment planning with an individualized, strength-based, recovery model
- Crisis stabilization and prevention
- Therapeutic and counseling interventions
- Coping skills building and safety planning
- Parent and guardian support and education
- 24/7 nursing support
- Medication evaluation and support
- Coordination of care and services, from the initial referral, with Edgewood providers and external providers, including SFDPH Comprehensive Crisis Services
- Discharge planning, including linkage with community supports and services, including discharge planning with SFDPH Comprehensive Crisis Services

The CSU's multidisciplinary team takes a strength-based approach with families and other involved professionals to promote safety, assess and teach skills and to develop a realistic treatment plan so that youth can return to their families.

Our staff are trained in a variety of evidence-based practices, including Trauma-Focused Cognitive Behavior Therapy (TF-CBT), Dialectical Behavior Therapy (DBT), Solution-Focused Therapy, and Collaborative Problem-Solving Therapy. Our staff have also received training in Handle with Care, which details verbal and physical de-escalation techniques, and teaches staff how to initiate a physical hold of a client to ensure safety.

If the client is unable to stabilize and return to a community setting, the client may be referred to Edgewood's residential Hospital Diversion (HD) program. In the event the HD program is not the most appropriate (e.g.: client/family decline, client is too young) and/or when there are no other services in place/the youth is on a waitlist, Edgewood will explore other options with Child Crisis. This recommendation is made in partnership with and is reviewed and approved on a case-by-case basis. If the level of imminent danger to self or others, or the gravity of disabling conditions is deemed to require a locked setting, a WIC 5585 is initiated, and the client may be transferred to an

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inpatient psychiatric facility.

D. Discharge Planning and exit criteria and process

A preliminary disposition decision is developed after initial assessment is completed within the youth's first four-six hours while on the unit. CSU staff will attempt to reach all providers and school supports as well as relevant adults in the youth's life to gather and share information to support the client. Youth spend time engaging with CSU staff, review their crisis and identify skills they can use upon discharge. Youth are discharged either: a) when they have been stabilized and an appropriate aftercare service plan has been agreed upon with the caregiver, or b) when a client meets medical necessity criteria for hospitalization and is discharged to a higher level of care. The CSU Family Partner can provide follow-up support calls and help counsel the caregiver and answer questions related to their child's treatment.

The CSU begins to address discharge planning at the onset of referral and intake and operates from a recovery model. Rather than merely treating or managing symptoms, this model focuses on building resilience by supporting (as opposed to "pathologizing") individuals experiencing a psycho-emotional crisis; viewing the crisis as an opportunity for positive change; and supporting individuals' and families' agency in finding realistic solutions to challenges.

CSU staff work with clients to create discharge plans that will allow them to experience success and improved wellbeing in the least restrictive environment. All CSU clients receive individualized mental health interventions, including the development of a client-driven Safety Plan and Discharge/Aftercare Plan. In addition, clients receive a face-to-face assessment by a CSU clinician prior to discharge to the community. When youth stabilize overnight, they also receive a face-to-face reassessment in addition to the initial assessment on their day of arrival. CSU staff then facilitates an aftercare planning family session with the client and the parent/caregiver. Prior to discharge, client and parent/caregiver identify and address barriers to implementing the Safety Plan and Aftercare Plan, which includes initiating or linking clients to their behavioral health care provider network and other services for follow-up.

CSU currently can refer clients to a variety of programs including, but not limited to, Edgewood's Hospital Diversion Program, Seneca's Mobile Response Team, and Comprehensive Child Crisis services.

A centralized WIC 5151/5585 Receiving Center and Crisis Stabilization Unit ensures that youth with mental disorders in San Francisco are not unnecessarily hospitalized and that they receive services in the least restrictive level of care to prevent and mitigate long-term disability. If the client's WIC 5585 hold is upheld or if a WIC 5585 hold is initiated, the client is transferred to a 72-hour LPS facility for further evaluation and treatment. If the WIC 5585 is not upheld, the client is diverted from hospitalization and connected to community resources. The primary focus of the CSU, for clients who are not in need of an inpatient psychiatric hospitalization, is ongoing assessment, crisis intervention, crisis stabilization, safety planning, and aftercare and discharge planning (WIC 5585.57). Upon discharge, client and their caregiver are referred to their health care network providers and/or other appropriate specialized community providers for follow-up services.

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Edgewood engages in verbal discharge planning and shares clinical documentation and care plan with the Comprehensive Crisis Discharge Planner on every SFCBH youth admitted to the CSU to ensure coordination of care. Additionally, Edgewood is connected to Manifest Medex, a statewide health information network, to fulfill CalAIM's interoperability requirements and allow information access to healthcare providers and clients. Healthcare providers and individuals receiving care through Edgewood programs will have access to demographic and assessment information and encounter data.

E. Program staffing

Edgewood's current CSU staffing model consists of a multidisciplinary team comprised of clinical leaders, nurses, clinicians, and counselors who provide 24/7 care. Ancillary support is also provided by Edgewood's administrative and intake departments. CSU language capacity includes staff who speak Spanish, Tagalog, and Cantonese. Edgewood also uses contract translating services as necessary for languages that are not covered by our staff (e.g. The Language Bank and Certified Languages International, TDD etc.).

CSU Staff Position Descriptions:

Director, Crisis Stabilization Unit leads and manages all clinical systems and operations of crisis stabilization and assessment services, including clinical interventions for children/youth and families and consultation for disposition decisions and referrals. The Director provides supervision and training for program clinicians, contributes to the development of crisis systems and program policies and procedures to ensure they meet professional standards and regulatory requirements, and conducts ongoing clinical quality management and improvement activities to enhance the coordination, communication, and documentation of services. The Director also manages all aspects of the budget, works with Edgewood's Advancement Department to support program development, marketing and outreach efforts and fundraising goals.

Clinical Supervisor/Manager is responsible for overseeing the clinical team and provides individual and group supervision to Clinicians. The Clinical Supervisor is a licensed clinician with the Board of Behavioral Sciences.

Psychiatrist/Medical Director (physician/ subcontractor) is available and on-call at all times for the provision of those crisis stabilization services that may only be provided by a physician and will be on site for designated periods throughout the week. The psychiatrist provides medication support services and may prescribe and administer medication to clients in the CSU.

Psychiatric Nurse Practitioner under the direction of the psychiatrist (physician) may provide consultation and support to the Registered Nurses and mental health staff in the CSU.

Registered Nurse At a minimum, there shall be a ratio of at least one registered nurse on-site for each 4 clients receiving crisis stabilization services at any given time. Under the direction of the psychiatrist (physician), the registered nurse provides medication support services and may administer medication to clients in the CSU. The registered nurse is responsible for completing the physical assessment.

Contractor Name: Edgewood Center for Children and Families**Appendix A- 2****Program Name:** Edgewood Crisis Stabilization Unit (CSU)**Funding Term:** 7/1/2025-6/30/2026**Funding Source:** MH CYF Fed SDMC FFP (50%), MH CYF State 2011 PSR-EPSDT, MH CYF-GF

Licensed, Registered, or Waivered Mental Health Clinician At a minimum, there shall be a ratio of at least one licensed, registered, or waived mental health clinician on-site for each 4 clients receiving crisis stabilization services at any given time. The mental health clinician is responsible for completing the mental health assessment and determining the client's diagnosis.

Crisis Counselor performs various activities while the client is placed in the CSU. The counselor assists with the intake process and may provide collateral, safety/crisis support, and case management services. The counselor observes and monitors clients for symptoms related to their mental health diagnosis and crisis. The counselor also provides additional staffing in the event that additional supportive interventions are needed. The counselor supports the client with activities of daily living while the client is in the CSU.

Family Partner is responsible for providing support to families/caregivers, offering resources/referrals to community agencies, providing follow-up support per request, and offering support during the intake and discharge process. Family Partners are also uniquely qualified for the position given their own lived experience as a caregiver to a child who has been a consumer of behavioral health, social services, and/or other systems of care. Staff are credentialed as a Mental Health Worker or Mental Health Rehab Specialist with the county mental health plan.

Milieu Manager is responsible for direct oversight of counselor/direct care staff and clients in the CSU and is responsible for the overall functioning of the program.

Administrator On-Calls are licensed clinicians proficient in providing and triaging crisis care for children/youth. Onsite staff determine a client's disposition in consultation with the CSU Administrator On-Call.

F. Vouchers- N/A

7. Objectives and Measurements:

All objectives, and descriptions of how objectives will be measured, are contained in the document entitled Children, Youth, and Families Performance Objectives FY25-26.

8. Continuous Quality Improvement:

Quality Assurance and Improvement (QAI) is a continuous process and occurs across all programs, services, and departments. The responsibility of QAI is shared between direct care providers, supervisors, directors, and Quality Management (QM) staff. QM staff work closely with providers and supervisors around areas of documentation, HIPAA, confidentiality, special incidents, client grievances, as well as any other issues or concerns that impact the environment of continuous quality improvement.

Leadership, Program teams and QM staff review and analyze client satisfaction results, outcome data, program productivity, critical incidents, environment of care, delivery of culturally competent services to identify areas for improvement and inform changes in agency practice. Through quality improvement activities such as program review, areas for improvement are identified. QM staff provide timely feedback directly to program staff and managers on areas to correct and improve. QM staff identify patterns in documentation and practice and follow up with managers to develop a plan of correction, as needed. Corrective plans are reviewed and monitored until desired results occur. Continuous follow-up is required to maintain improved levels.

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Contractor Name: Edgewood Center for Children and Families**Appendix A- 2****Program Name:** Edgewood Crisis Stabilization Unit (CSU)**Funding Term:** 7/1/2025-6/30/2026**Funding Source:** MH CYF Fed SDMC FFP (50%), MH CYF State 2011 PSR-EPSDT, MH CYF-GF

The QM team consists of the Head of Quality Management and Privacy, an Associate Director of Quality Management, two Quality Assurance Managers and two Quality Assurance Administrative Coordinators that support programs across the agency. The QM team supports and monitors the following list of QM activities that are currently in place:

1. Achievement of contract performance objectives and productivity

- Program Managers review productivity data with direct service providers (staff) weekly and monitor against stated expectations. During these meetings, they trouble shoot low census numbers, client engagement, caseloads assignments, discharging planning, etc. to ensure that direct service providers are working towards meeting their productivity.
- Program Leadership and Finance Team review program productivity data monthly and develop action plans based on the data.
- QM staff and Program Teams review contract performance objectives annually and develop action plans based on the data. Evidence of monitoring and completion of corrective plan is maintained in the electronic compliance binder.
- Corrective plans may include staff training, increased oversight by supervisors and QM staff support, and tracking of data to measure progress over time.

2. Quality of documentation, including a description of the frequency and scope of internal chart audits

- Initial documentation training is provided during New Hire Orientation. Managers provide ongoing supervision and support in gaining competency with documentation with documentation standards. QM staff also review staff documentation and provide ongoing training and support, as needed, in either face-to-face or online formats.
 - All staff receive regular supervision. Individual supervisors are responsible for reviewing documentation (assessments, CANS, care plans, progress notes, and all other relevant paperwork) for accuracy and adherence to all Medi-Cal and agency documentation standards. In addition to initial review by supervisors, QM staff also performs QM level review of documentation. QM staff review paperwork completion, timeliness, and compliance with all internal and external documentation expectations. QM staff work collaboratively with supervisors to provide feedback and track errors/improvement requests until completion.
 - Chart review is ongoing. QM staff audit client documentation for technical and clinical accuracy. Documentation reviews occur at discharge and during the note review process. Program Staff, Supervisors, and QM Staff use a standardized documentation checklist to track documentation compliance requirement to audit documentation. Chart review may also occur upon staff transitions (departures, transfers, staff change, etc.) to ensure completion of the client record and to coordinate a smooth transition to a new service provider. Chart review may also be triggered because of findings in a program review or when regular QM review of documents reveals a pattern of concern. Errors are tracked and corrected.
- QM staff review client documentation including assessments, CANS, care plans, progress notes, and all other relevant paperwork. Client diagnosis, supporting rationale, impairment criteria and linkage to goals/objectives, effectiveness of interventions provided. Progress notes are also reviewed for technical errors as well as clinical relevance to treatment outlined in the service plan.

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Depending on the severity of the deficiencies, this may trigger an improvement plan for the staff or program, which may include additional training or oversight by QM staff.

3. Cultural Competency of staff and services

- Program Managers and direct service providers (staff) participate in weekly supervision to identify and address issues of culture and diversity. Factors that could impact treatment are addressed by the team. Edgewood programs make every effort to employ staff from diverse backgrounds with language capabilities to serve clients in their preferred languages. Edgewood contracts with Language Back for translation services. When staff are not able to meet the language needs of the client/family, staff contact the Language Bank services for translation services.
- Additionally, staff training needs are communicated to the training department and may be added to the training calendar. All staff participate in mandatory annual Cultural Competency Training.

4. Satisfaction with services

- Edgewood programs participate in the SF CBHS consumer perception survey process twice a year. Findings from client satisfaction surveys and program performance objectives are reviewed bi-annually by program staff and agency leadership. Information is analyzed and areas for improvement are identified. In areas that fall below expected results, corrective plans are implemented, and activities are monitored until desired results occur. Continuous follow-up is required to maintain improved levels.
- Edgewood programs have also implemented their own Client and Caregiver Satisfaction Survey. QM and Program Teams review data annually at the end of the fiscal year and identify areas for improvement. Corrective actions are monitored until completed.

5. Timely completion and use of outcome data, including CANS and/or ANSA data

- Client paperwork timelines are tracked upon admission. Direct service providers (staff) receive regular notification of documentation timelines and requirements. CANS items and identified needs are reviewed to confirm that prioritized needs are being addressed and clients are making progress towards established goals and objectives. QM staff support the process by reviewing completion of paperwork within required timelines.

9. Required Language:

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

Contractor Name: Edgewood Center for Children and Families

Program Name: Edgewood Partial Hospitalization

Appendix A- 3

Funding Term: 7/1/2025-6/30/2026

Funding Source: MH CYF Fed SDMC FFP (50%),
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1. Identifiers:

Program Name: Edgewood Partial Hospitalization

Program Address, City, State, ZIP: 1801 Vicente Street, San Francisco, CA 94116

Telephone/FAX: (415) 681-3211/(415) 664-7094

Website Address: www.edgewood.org

Contractor Address, City, State, ZIP (if different from above): (same as above)

Executive Director/Program Director: Alyssa Kianidehkian, LMFT

Telephone: (415) 463-0030

Email Address: alyssaki@edgewood.org

Program Code(s) (if applicable):

- 8858H2

2. Nature of Document:

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

3. Goal Statement:

Edgewood Center for Children and Families contracts with the City and County of San Francisco Department of Public Health to provide partial hospitalization services. Edgewood's Partial Hospitalization Program (PHP) stabilizes youth experiencing acute stress or crisis, psychiatric, behavioral health and/or family problems in order to avoid psychiatric hospitalization and/or to provide a step-down from Hospital Diversion. Edgewood provides skills development and family/caregiver support while gradually re-integrating youth into their homes and communities with the goal of maintaining the youth at a lower level of care. To further stabilize the youth following a residential stay in Edgewood's Hospital Diversion, youth may be approved to step down to the PHP, which is part of the HD programming but at a reduced dosage and length of stay.

Edgewood provides a continuum of care including Crisis Stabilization Unit (CSU), Hospital Diversion (HD), and Partial Hospitalization (PHP) to support youth and families in crisis.

4. Priority Population:

Edgewood welcomes and services all ethnicities and populations within San Francisco with focused expertise to meet the unique needs of children between the ages of 12 and 17 that are clinically appropriate for acute intensive treatment in an unlocked non-hospital setting.

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

Please see Appendix B, UOS & UDC Allocation.

6. Methodology:

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

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MH CYF State 2011 PSR-EPSDT, MH CYF-GF**A. Outreach, recruitment, promotion, and advertisement**

Admissions into the Partial Hospitalization program are planned and take place through DPH Child Crisis and DPH Family Mosaic Project.

Edgewood employs a variety of outreach strategies to build community and engage families in the services we offer. Utilizing networking systems such as ongoing meetings, email lists, social media postings, phone calls, and emails, established partners are contacted and notified of new or expanded services, available slots in services, and upcoming events and projects. Edgewood understands that it is important that staff and management attend and participate in county-wide events and committees to form relationships with other providers to ensure that the youth and families served by this program are provided the best opportunities for safety and stability. As a current contractor in San Francisco County, and the existing provider of CSU, HD, and PHP services locally, Edgewood maintains the below strategies, including active presence in several collaborative forums, to ensure outreach, engagement and education of the services that are available for youth and families in crisis:

- Consistent and collaborative outreach SFDPH CBHS Comprehensive Crisis Services and SFDPH Family Mosaic Project re: program capacity.
- Outreach presentations and in person tours regularly offered to the system of care.

Edgewood maintains a workforce that is reflective of the diversity of the local labor market, at all levels of employment. We recruit and maintain a diverse staff that currently includes staff that can speak Spanish, French, Cantonese, Mandarin, Hindi, Farsi, Vietnamese, Gujarati, and Samoan. Edgewood staff are also diverse in gender, age, ethnicity, sexual orientation, religion, abilities and disabilities, and in many other respects. Edgewood is dedicated to building a multicultural agency which enlists the full participation of diverse communities.

Edgewood recruits for its various positions by posting at other agencies, junior colleges, colleges, undergraduate and graduate schools, cultural organizations, diverse job boards such as the National Association of Black Social Workers, various social networks, NAMI, and youth drop-in centers. A recruitment bonus is also offered to current staff and a pay differential for bilingual staff. Further, Edgewood works alongside recruitment firms to ensure we are seeking a diverse and experienced workforce to support our youth and families.

Edgewood has a career website that is accessible to all candidates. Our language is inclusive and clearly states our workplace efforts to provide diversity and inclusion for attracting the right candidates.

Edgewood also provides employees with vertical and horizontal career opportunities. We aim to make employees aware of internal growth opportunities and have an internal recruiting process in place. Internal mobility is extremely important for our retention efforts.

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

Enrollment in the PHP Program is based upon a client's age, gender, ethnicity, culture, and type of problem, as those variables are considered in relationship to the existing population in the program under consideration. The PHP Program shall consider the youth's needs and strengths as well as the likelihood that the youth will benefit from the program. PHP includes Lesbian, Gay, Bisexual,

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Transgender, and Queer/Questioning (LGBTQ) & Sexual Orientation, Gender Identity and Expression (SOGIE), and non-English-speaking youth.

Placement in the PHP Program is not appropriate for children and youth whose clinical presentation includes the following below.

- Physical, neurological, or mental health needs that are better served in a more specialized treatment or medical facility. Examples include:
 - o Children and youth with substance abuse disorders
 - o Pregnant youth or youth with babies at the time of entry
 - o Children and youth with moderate to severe intellectual disability
 - o Diabetic children and youth who are unable to self-monitor or who are not compliant with treatment
 - o History of significant sexual predatory behavior
 - o Chronic, active fire setting behavior
 - o History of serious criminal behavior

Admission Decision: The youth's treatment, progress, and discharge needs during an HD stay is reviewed by the multidisciplinary Intake Team (which includes the Director of Admissions, Director of Nursing, Acute Intensive Services (AIS) Director, Associate AIS Director, Clinical Supervisor, Milieu Managers, Therapist or Non-Public School (NPS) Director). The team discusses the youth or youth's fit for PHP and the capacity of the program to address and successfully assist the youth and family. Variables such as the current population, level of staff expertise and the physical environment are carefully considered.

When clinically indicated, approved by San Francisco Community Behavioral Health Services (CBHS) and Family Mosaic Project (FMP) and as budget allows, HD youth may transition within our continuum (step down from HD to PHP) to best meet the needs of the youth. Any such transition is complete with collaboration and approval from SFCBHS.

Waiting List Policy: Edgewood Center strives to provide smooth and timely access to agency program services. On rare occasions, existing circumstances result in a temporary inability of a program to serve new referrals. When a referral to the Program has been deemed appropriate, yet there is a delay in the program's ability to have the child/youth enter, the Intake Department will provide the referral source a projected entrance date and/or offer to place the child/youth on a wait list. The wait list is maintained by the Intake Department. In general, potential clients are added to the list in ascending order from the earliest date of request for service to the most recent.

Tracking of Referrals: Edgewood's Intake Department maintains a referral tracker. This referral tracker logs each program referral that is made to Edgewood. It includes the following information: Date/time of referral, the client's name, age, identified gender, diagnosis, and the referral source. In addition, it includes the decision made by Edgewood about the acceptance or denial of clients, denial reason.

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Edgewood team will review referral decisions (acceptance or denials of clients) with SFDPH CBHS Comprehensive Child Crisis and SFDPH Family Mosaic Project on a quarterly basis.

C. Service delivery model

The PHP Program provides partial hospitalization day services to stabilize youth experiencing acute stress or crisis, psychiatric, behavioral health and/or family problems. The PHP Program further stabilizes youth symptoms to avoid psychiatric hospitalization and/or to provide a step-down from Edgewood's Hospital Diversion (HD), providing skills development and family/caregiver support while gradually re-integrating youth into their homes and communities with the goal of maintaining the youth in a lower level of care. With approval from SF County DPH, youth can reduce their dose/length of stay and step down from HD to PHP programming if clinically indicated.

The PHP Program is designed to assess and stabilize a broad range of youth and family challenges including high-risk behavioral and emotional issues resulting in aggressive and/or self-harming behavior. In addition to a short-term stabilization service, Edgewood also offers diagnostic assessment and psychotropic medication evaluation and management, allowing youth to receive acute care outside the confines and cost of a locked inpatient unit. Youth and families are discharged from Edgewood's PHP program with a thorough and collaborative safety and treatment plan that concretely addresses safety concerns, referral needs and redeems hope and quality of life.

The PHP Program utilizes clinical information (i.e. Initial Screens, Mental Health Assessment, Needs and Services Plan/Care Plan) from the HD Program.

Upon entry to the HD Program, an initial screen is completed to assess the immediate needs of the youth. When indicated by the screen, additional assessment, referrals and follow up may be required. The initial screen is completed by the assigned intake staff. The initial screen includes the following:

- **Risk Screen and Needs:** Youth are screened for suicide risk, danger to self or others, exploitation, and sexual exploitation using the Columbia Suicide Severity Rating Scale (C-SSRS) and Child and Adolescent Needs and Strengths (CANS). If immediate need is identified, intervention is required, and staff follow the crisis response protocol. C-SSRS and CANS are available to clients and families in threshold languages.
- **Pain Screen:** Youth are screened for pain. When indicated, referral for medical evaluation is made and follow-up may be required. All follow-up efforts are documented in the youth's chart.
- **Nutrition Screen:** Youth are screened for nutritional needs. When indicated, referral for nutritional evaluation is made and follow up may be required. All follow-up efforts are documented in the youth's chart.
- **Trauma Screen:** Youth are screened for trauma. When indicated, further assessment is initiated. Trauma continues to be assessed throughout the course of treatment. Interventions are documented in the youth's chart.

The PHP Clinician utilizes the Mental Health Assessment and the Needs and Services Plan (NSP)/Care Plan developed by the mental health clinician at the beginning of the youth's HD stay to address client needs. The Assessment and NSP/Care Plan are updated as needed for PHP Program. The primary goal of treatment is to provide intensive clinical and behavioral services to support a reduction in high-risk behaviors so that youth can return to their homes and their communities as

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quickly as possible. Edgewood's treatment team takes a trauma informed approach in dealing with issues of intergenerational complex trauma and community violence.

The PHP Program operates 6 hours per day, 5 days a week (Monday-Friday) in one cottage on Edgewood's Vicente Campus located at 1801 Vicente Street in San Francisco. The PHP Program serves youth ages 12-17. This treatment intervention is anticipated to last approximately 2-4 weeks based on clinical and medical necessity.

When clinically indicated, approved by San Francisco Community Behavioral Health Services (CBHS) and Family Mosaic Project (FMP), and as budget allows, HD youth may transition within our continuum (step down from HD to PHP) to best meet the needs of the youth.

Our PHP Program features:

- Supervision, monitoring, and support to ensure safety after a mental health crisis.
- Strengths-based approach to promote resiliency.
- Family-focused treatment to increase communication and connection with all members of the youth's support system and join families together.
- Target the reduction of high-risk behaviors with emphasis on developing coping strategies and crisis management skills for youth and caregivers.
- Intensive group-based treatment focused on increasing therapeutic skills as well as promoting Holistic/Fully Body Wellness.
- Work towards gradually re-integrating youth into their homes and communities and connecting families with appropriate community-based support (both therapeutic and recreational).
- Dialectical behavior therapy (DBT) informed programming. DBT is a modified type of cognitive behavioral therapy (CBT). Its main goals are to teach people how to live in the moment, develop healthy ways to cope with stress, regulate their emotions, and improve their relationships with others.
- A multi-disciplinary team of well-trained staff members who are committed to providing a safe, therapeutic environment for those who we serve. Team members include therapists, counselors, program managers, nurses, and psychiatrists. The program has also included support from family partners and nurse practitioners. Therapeutic Programming
 - Therapeutic classroom Monday - Friday
 - Expressive Arts programming
 - Occupational therapy
 - Therapeutic recreation
 - Life skills/Social Skills activities
 - Mindfulness and Holistic Healing groups and activities
- Clinical/Medical Services (Specialty Mental Health Services including, but not limited to)
 - Assessment and Plan Development (as needed)
 - Individual therapy (minimum 2x/week)
 - Family therapy or Rehabilitation (minimum 1x/week)

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- o Group therapy, including DBT skills (minimum 2x/day)
- o Psychiatry assessment and treatment (PHP only)
- o Case Management
- o Rehabilitation (daily)
- o Crisis Intervention (as needed)
- Coordination of care and services, from the initial referral, with Edgewood providers and external providers, including SFDPH Comprehensive Crisis Services and SFDPH Family Mosaic Program.
- Discharge planning, including linkage with community supports and services, including discharge planning with SFDPH Comprehensive Crisis Services SFDPH Family Mosaic Program.

Edgewood staff and leadership understand the importance of partner relationships in providing quality care to our children/youth and families. SF County Medi-Cal referrals come to us from SFDPD CBHS Comprehensive Child Crisis and SFDPH Family Mosaic Project, so we focus considerable attention on effective communications with these agencies. We use several methods of communication with all parties involved in a child/youth crisis, and we consistently reach out to keep our contacts up-to-date and well-informed.

D. Discharge Planning and exit criteria and process

The PHP Program begins to address discharge planning at admission in order to support an average length of stay of two-four weeks. Edgewood staff creates a flexible and responsive discharge transition plan with time frames and goals for community involvement, that is sensitive and relevant to the youth and family's identified culture. The plan is co-created with the youth and parent(s)/caregiver(s). We involve parents/caregivers in identifying strengths that can be used after discharge to help prevent a future crisis and support the client, and in identifying resources in the community (behavioral health providers, informal supports, family support organizations). The plan is defined by specific goals with measurable outcomes developed collaboratively by the youth, their parent(s)/caregiver(s), and their service provider(s). Discharge planning can include things like setting up outpatient appointments with step-down programs or clinics, setting up regular one-on-one therapy sessions with a school social worker, and enrolling clients in teen skills groups offered by local service providers. This process also involves preparing youth and families for the transition home, return to school, to an outside program, or to another Edgewood program.

Edgewood engages in verbal discharge planning and shares clinical documentation with the SFDPH Comprehensive Crisis Services or SFDPH Family Mosaic Program on every SFCBH youth admitted to PHP to ensure coordination of care. Additionally, Edgewood is connected to Manifest Medex, a statewide health information network, to fulfill CalAIM's interoperability requirements and allow information access to healthcare providers and clients. Healthcare providers and individuals receiving care through Edgewood programs will have access to demographic and assessment information and encounter data.

E. Program staffing

Acute Intensive Services (AIS) Programs Director/Group Home Administrator is responsible for partial hospitalization program on the Vicente campus and for the supervision of the Associate

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Director, Milieu Manager, Clinical Supervisor and provides oversight of budget, treatment philosophy, and coordination of care. The AIS Programs Director has a master's degree and clinical license and at least 2-6 years of experience in a mental health setting and is credentialed as a Licensed Marriage and Family Therapist (LMFT) with the county mental health plan. The AIS Programs Director is responsible for providing training, consultation, and oversight to the program and supervises the Clinical Supervisor. The position ensures the program adheres to all contractual requirements and reviews Incident Reports.

Associate Director of Acute Intensive Services (AIS) Programs is responsible for supervision of the relief counselors, supports the Administrator, and is designated as the substitute when the Director or AIS is absent. The Associate Director has a high school diploma, associate degree, bachelor's degree, or master's degree and has at least 1-6 years of experience in a mental health setting. Staff are credentialed as a Mental Health Worker or Mental Health Rehab Specialist with the county mental health plan. The Associate Director reports to the AIS Programs Director.

Milieu Manager is responsible for direct oversight of counselor/direct care staff and clients in their assigned cottage and is responsible for the overall functioning of the program. The Milieu Manager has a high school diploma, associate degree, bachelor's degree, or master's degree and has at least 1-6 years of experience in a mental health setting. Staff are credentialed as a Mental Health Worker or Mental Health Rehab Specialist with the county mental health plan. The Milieu Manager reports to the Acute Intensive Services (AIS) Programs Director.

Counselor/Relief Counselor/Team Lead is responsible for supervising clients. The Counselor/Relief Counselor has a high school diploma, associate degree, bachelor's degree, or master's degree and has at least 1-4 years of experience in a mental health setting. Staff are credentialed as a Mental Health Worker or Mental Health Rehab Specialist with the county mental health plan. The Counselor/Team Lead reports to the Milieu Manager. The Relief Counselor reports to the Associate Director.

Clinician/Care Manager is responsible for providing case management, individual, family, and group therapy and is responsible for scheduling individual activities for youth. The program will employ at least one Clinician/Care Manager available to provide mental health services in Spanish. The Therapist and Care Manager is a registered, licensed, or waived clinician with the Board of Behavioral Sciences. The Clinician/Care Manager has a master's degree or doctorate and has at least 1-2 years of experience in a mental health setting. Staff are credentialed as a Licensed Practitioner of the Healing Arts with the county mental health plan. The Clinician/Care Manager reports to the Clinical Supervisor.

Clinical Supervisor is responsible for overseeing the clinical team and provides individual and group supervision to Therapists and Care Managers. The Clinical Supervisor is a licensed clinician with the Board of Behavioral Sciences. The Clinical Supervisor has a master's degree or doctorate and has at least 2 years of licensed experience in a mental health setting. Staff are credentialed as a Licensed Practitioner of the Healing Arts with the county mental health plan. The Clinical Supervisor reports to the Clinical Director.

Nursing Director and Registered Nurses are responsible for providing basic medical care, administers medication, schedules all outside medical appointments. The Registered Nurses and Nursing Director are licensed registered nurses with the Board of Registered Nursing. The Nursing

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Staff/Registered Nurse has bachelor's degree or master's degree and are credentialed as a Registered Nurse with the county mental health plan. The Registered Nurse reports to the Nursing Director who reports to the Medical Director.

Psychiatric Nurse Practitioner may provide consultation and support to the Registered Nurses and mental health staff in the program and may also provide medication support services to youth as needed. The Psychiatric Nurse Practitioner is licensed with the Board of Registered Nursing. The Nurse Practitioner has a master's degree and is credentialed as a Nurse Practitioner with the county mental health plan. The Psychiatric Nurse Practitioner reports to the Medical Director.

Psychiatric Fellow provides medication support services to the youth. The Psychiatric Fellow is certified through the Medical Board of California and credentialed as a physician with the county mental health plan. The Psychiatric Fellow reports to the Medical Director.

Medical Director is responsible for overseeing the medical services related to the Programs including medical and psychiatric services. The Medical Director is certified through the Medical Board of California and supervises the Nurse Practitioner and Director of Nursing. The Medical Director is credentialed as a Physician with the county mental health plan. The Medical Director reports to the Chief Executive Officer.

Ancillary Support Position Descriptions

Director of Admissions is responsible for overseeing the intake department, screening referrals, marketing/outreach of the program and completing intakes for the programs. The Admissions Director provides direct oversight to the Intake Coordinator. The Admissions Director has a high school diploma, associate degree, bachelor's degree, or master's degree and has at least 1-6 years of experience in a mental health setting. Staff are credentialed as a Mental Health Worker or Mental Health Rehab Specialist with the county mental health plan. The Admissions Director reports to the Senior Director of Programs.

Intake Coordinator provides administrative support to the intake department by processing paperwork, entering data, responding to inquiries and developing systems to ensure that the department is running smoothly. The Intake Coordinator may have a high school diploma, associate degree, bachelor's degree, or master's degree. Staff are credentialed as administrative staff with the county mental health plan. The Intake Coordinator reports to the Director of Admissions.

E. Vouchers

N/A

7. Objectives and Measurements:

All objectives, and descriptions of how objectives will be measured, are contained in the document entitled Children, Youth, and Families Performance Objectives FY25-26.

8. Continuous Quality Improvement:

Quality Assurance and Improvement (QAI) is a continuous process and occurs across all programs, services, and departments. The responsibility of QAI is shared between direct care providers, supervisors, directors, and Quality Management (QM) staff. QM staff work closely with providers and

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The QM team consists of the Head of Quality Management and Privacy, an Associate Director of Quality Management, two Quality Assurance Managers and two Quality Assurance Administrative Coordinators that support programs across the agency. The QM team supports and monitors the following list of QM activities that are currently in place:

1. Achievement of contract performance objectives and productivity

- Program Managers review productivity data with direct service providers (staff) weekly and monitor against stated expectations. During these meetings, they trouble shoot low census numbers, client engagement, caseloads assignments, discharging planning, etc. to ensure that direct service providers are working towards meeting their productivity.
- Program Leadership and Finance Team review program productivity data monthly and develop action plans based on the data.
- QM staff and Program Teams review contract performance objectives annually and develop action plans based on the data. Evidence of monitoring and completion of corrective plan is maintained in the electronic compliance binder.
- Corrective plans may include staff training, increased oversight by supervisors and QM staff support, and tracking of data to measure progress over time.

2. Quality of documentation, including a description of the frequency and scope of internal chart audits

- Initial documentation training is provided during New Hire Orientation. Managers provide ongoing supervision and support in gaining competency with documentation with documentation standards. QM staff also review staff documentation and provide ongoing training and support, as needed, in either face-to-face or online formats.
- All staff receive regular supervision. Individual supervisors are responsible for reviewing documentation (assessments, CANS, care plans, progress notes, and all other relevant paperwork) for accuracy and adherence to all Medi-Cal and agency documentation standards. In addition to initial review by supervisors, QM staff also performs QM level review of documentation. QM staff review paperwork completion, timeliness, and compliance with all internal and external documentation expectations. QM staff work collaboratively with supervisors to provide feedback and track errors/improvement requests until completion.

Contractor Name: Edgewood Center for Children and Families**Appendix A- 3****Program Name:** Edgewood Partial Hospitalization**Funding Term:** 7/1/2025-6/30/2026**Funding Source:** MH CYF Fed SDMC FFP (50%),
MH CYF State 2011 PSR-EPSDT, MH CYF-GF

- Chart review is ongoing. QM staff audit client documentation for technical and clinical accuracy. Documentation review occurs at admission, at discharge and during the note review process. Program Staff, Supervisors, and QM Staff use a standardized documentation checklist to track documentation compliance requirement to audit documentation. Chart review may also occur upon staff transitions (departures, transfers, staff change, etc.) to ensure completion of the client record and to coordinate a smooth transition to a new service provider. Chart review may also be triggered because of findings in a program review or when regular QM review of documents reveals a pattern of concern. Errors are tracked and corrected.
- QM staff review client documentation including assessments, CANS, care plans, progress notes, and all other relevant paperwork. Client diagnosis, supporting rationale, impairment criteria and linkage to goals/objectives, effectiveness of interventions provided. Progress notes are also reviewed for technical errors as well as clinical relevance to treatment outlined in the service plan.
- Depending on the severity of the deficiencies, this may trigger an improvement plan for the staff or program, which may include additional training or oversight by QM staff.

3. Cultural Competency of staff and services

- Program Managers and direct service providers (staff) participate in weekly supervision to identify and address issues of culture and diversity. Factors that could impact treatment are addressed by the team. Edgewood programs make every effort to employ staff from diverse backgrounds with language capabilities to serve clients in their preferred languages. Edgewood contracts with Language Back for translation services. When staff are not able to meet the language needs of the client/family, staff contact the Language Bank services for translation services.
- Additionally, staff training needs are communicated to the training department and may be added to the training calendar. All staff participate in mandatory annual Cultural Competency Training.

4. Satisfaction with services

- Edgewood programs participate in the SF CBHS consumer perception survey process twice a year. Findings from client satisfaction surveys and program performance objectives are reviewed bi-annually by program staff and agency leadership. Information is analyzed and areas for improvement are identified. In areas that fall below expected results, corrective plans are implemented, and activities are monitored until desired results occur. Continuous follow-up is required to maintain improved levels.
- Edgewood programs have also implemented their own Client and Caregiver Satisfaction Survey. QM and Program Teams review data annually at the end of the fiscal year and identify areas for improvement. Corrective actions are monitored until completed.

5. Timely completion and use of outcome data, including CANS and/or ANSA data

- Client paperwork timelines are tracked upon admission. Direct service providers (staff) receive regular notification of documentation timelines and requirements. Paperwork timeliness and use of CANS is reviewed at admission and discharge. CANS items and identified needs are reviewed to confirm that prioritized needs are being addressed and clients are making progress towards

Contractor Name: Edgewood Center for Children and Families

Appendix A- 3

Program Name: Edgewood Partial Hospitalization

Funding Term: 7/1/2025-6/30/2026

Funding Source: MH CYF Fed SDMC FFP (50%),
MH CYF State 2011 PSR-EPSDT, MH CYF-GF

established goals and objectives. QM staff support the process by reviewing completion of paperwork within required timelines.

9. Required Language: N/A

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

Appendix B Calculation of Charges

1. Method of Payment

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

(1) For contracted services reimbursable by 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 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 A-1 – Edgewood Hospital Diversion

Appendix A-1A – Edgewood Crisis Stabilization Unit

B. CONTRACTOR understands that, of this maximum dollar obligation listed in section 3.3.1 of this Agreement, **\$2,636,284** 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
October 1, 2023 to June 30, 2024	\$2,810,583
July 1, 2024 to June 30, 2025	\$4,187,904
July 1, 2025 to June 30, 2026	\$4,187,904
July 1, 2026 to June 30, 2027	\$4,288,414
July 1, 2027 to June 30, 2028	\$4,391,336
July 1, 2028 to June 30, 2029	\$4,496,728
July 1, 2029 to June 30, 2030	\$4,604,648
Subtotal	\$28,967,517

Contingency @ 12% (October 1, 2023 to June 30, 2030)	\$2,636,284
Total Revised Not-to-Exceed Amount	\$31,603,801

3. Services of Attorneys

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

4. State or Federal Medi-Cal Revenues

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

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

5. Reports and Services

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

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

DHCS Legal Entity Number 00273							Appendix B, Page 1
Legal Entity Name/Contractor Name Edgewood Center for Children and Families							Fiscal Year 2025-2026
Contract ID Number 1000030382							Funding Notification Date 07/28/25
Appendix Number	B-1	B-2	B-3	B-#	B-#	B-#	
Provider Number	8858	3898	8858				
Program Name	Edgewood Hospital Diversion	Edgewood Crisis Stabilization Unit	Edgewood Partial Hospitalization Program				
Program Code	8858H1	3898CS	8858H2				
Funding Term	7/1/2025-6/30/2026	7/1/2025-6/30/2026	7/1/2025-6/30/2026				
FUNDING USES							TOTAL
Salaries	\$ 1,054,271	\$ 1,487,189	\$ 149,609				\$ 2,691,069
Employee Benefits	\$ 263,567	\$ 371,797	\$ 37,403				\$ 672,767
Subtotal Salaries & Employee Benefits	\$ 1,317,838	\$ 1,858,986	\$ 187,012	\$ -	\$ -	\$ -	\$ 3,363,836
Operating Expenses	\$ 137,741	\$ 132,994	\$ 43,500				\$ 314,235
Capital Expenses	\$ -						\$ -
Subtotal Direct Expenses	\$ 1,455,579	\$ 1,991,980	\$ 230,512	\$ -	\$ -	\$ -	\$ 3,678,071
Indirect Expenses	\$ 218,338	\$ 298,797	\$ 34,577				\$ 551,712
Indirect %	15.0%	15.0%	15.0%	0.0%	0.0%	0.0%	15.0%
TOTAL FUNDING USES	\$ 1,673,917	\$ 2,290,777	\$ 265,089	\$ -	\$ -	\$ -	\$ 4,229,783
						Employee Benefits Rate	25.0%
BHS MENTAL HEALTH FUNDING SOURCES							
MH CYF Fed SDMC FFP (50%)	\$ 113,083	\$ 343,756	\$ 113,083				\$ 569,922
MH CYF State 2011 PSR-EPST	\$ 113,083	\$ 343,756	\$ 113,083				\$ 569,922
MH CYF County General Fund	\$ 1,447,751	\$ 1,580,584	\$ 19,725				\$ 3,048,060
MH CYF County General Fund 1% CODB		\$ 22,681	\$ 19,198				\$ 41,879
							\$ -
							\$ -
TOTAL BHS MENTAL HEALTH FUNDING SOURCES	\$ 1,673,917	\$ 2,290,777	\$ 265,089	\$ -	\$ -	\$ -	\$ 4,229,783
BHS SUD FUNDING SOURCES							
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
TOTAL BHS SUD FUNDING SOURCES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
OTHER DPH FUNDING SOURCES							
							\$ -
							\$ -
							\$ -
TOTAL OTHER DPH FUNDING SOURCES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL DPH FUNDING SOURCES	\$ 1,673,917	\$ 2,290,777	\$ 265,089	\$ -	\$ -	\$ -	\$ 4,229,783
NON-DPH FUNDING SOURCES							
							\$ -
							\$ -
TOTAL NON-DPH FUNDING SOURCES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL FUNDING SOURCES (DPH AND NON-DPH)	\$ 1,673,917	\$ 2,290,777	\$ 265,089	\$ -	\$ -	\$ -	\$ 4,229,783
Prepared By	Patricia Hom			Phone Number	415-682-3121		

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

DHCS Legal Entity Number 00273						Appendix Number	B-1
Provider Name Edgewood Center for Children and Families						Page Number	2
Provider Number 8858						Fiscal Year	2025-2026
Contract ID Number 1000030382						Funding Notification Date	07/28/25
Program Name		Edgewood Hospital Diversion					
Program Code		8858H1	8858H1				
Mode (MH) or Modality (SUD)		15	05/60-64				
Service Description		Outpatient Services	24-Hr Residential Other				
Funding Term (mm/dd/yy-mm/dd/yy):		7/1/25-6/30/26	7/1/25-6/30/26				
FUNDING USES						TOTAL	
Salaries & Employee Benefits	\$	1,190,882	\$	126,956		\$ 1,317,838	
Operating Expenses	\$	137,741	\$	-		\$ 137,741	
Capital Expenses						\$ -	
Subtotal Direct Expenses	\$	1,328,623	\$	126,956	\$ - \$ - \$ -	\$ 1,455,579	
Indirect Expenses	\$	199,294	\$	19,044		\$ 218,338	
Indirect %		15.0%		15.0%	0.0% 0.0% 0.0%	15.0%	
TOTAL FUNDING USES	\$	1,527,917	\$	146,000	\$ - \$ - \$ -	\$ 1,673,917	
BHS MENTAL HEALTH FUNDING SOURCES							
MH CYF Fed SDMC FFP (50%)	\$	113,083				\$ 113,083	
MH CYF State 2011 PSR-EPST	\$	113,083				\$ 113,083	
MH CYF County General Fund	\$	1,301,751	\$	146,000		\$ 1,447,751	
						\$ -	
						\$ -	
						\$ -	
TOTAL BHS MENTAL HEALTH FUNDING SOURCES	\$	1,527,917	\$	146,000	\$ - \$ - \$ -	\$ 1,673,917	
BHS SUD FUNDING SOURCES							
						\$ -	
						\$ -	
						\$ -	
This row left blank for funding sources not in drop-down list						\$ -	
TOTAL BHS SUD FUNDING SOURCES	\$	-	\$	-	\$ - \$ - \$ -	\$ -	
OTHER DPH FUNDING SOURCES							
						\$ -	
This row left blank for funding sources not in drop-down list						\$ -	
TOTAL OTHER DPH FUNDING SOURCES	\$	-	\$	-	\$ - \$ - \$ -	\$ -	
TOTAL DPH FUNDING SOURCES	\$	1,527,917	\$	146,000	\$ - \$ - \$ -	\$ 1,673,917	
NON-DPH FUNDING SOURCES							
						\$ -	
This row left blank for funding sources not in drop-down list						\$ -	
TOTAL NON-DPH FUNDING SOURCES	\$	-	\$	-	\$ - \$ - \$ -	\$ -	
TOTAL FUNDING SOURCES (DPH AND NON-DPH)		1,527,917		146,000	- - -	1,673,917	
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)	Fee-For-Service (FFS)					
Unduplicated Clients (UDC)	35	35					
DPH Units of Service	2,110	730					
Unit Type	Hours	Client Day	0	0	0		
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only)	\$	724.13	\$	200.00	\$ - \$ - \$ -	Total UDC	
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)	\$	724.13	\$	200.00	\$ - \$ - \$ -	35.00	

Appendix B - DPH 3: Salaries & Employee Benefits Detail

Contract ID Number 1000030382
 Program Name Edgewood Hospital Diversion
 Program Code 8858H1

Appendix Number B-1
 Page Number 3
 Fiscal Year 2025-2026
 Funding Notification Date 07/28/25

Position Title (List all staffing including intern/trainee staff who are not part of budget but contributing to units of service)	Practitioner Type (Select Non Billing provider if the position is not expected to bill this period)	TOTAL		Outpatient Services		251962-10000-10001670-0001		251962-10000-10001670-0001	
Funding Term		7/1/25-6/30/26		7/1/25-6/30/26		7/1/25-6/30/26		7/1/25-6/30/26	
Position Title	Practitioner Type (Select from Drop Down)	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries
Clinician/Care Manager	LPHA (MFT, LCSW, LPCC)/ Intern or Waivered LPHA (N	1.76	\$ 172,823.00	1.76	\$ 172,823.00				
Counselor/Relief Counselor/Upnight Counselor	Mental Health Rehab Specialist	5.71	\$ 344,337.00	5.71	\$ 344,337.00				
Nurse Practitioner	Nurse Practitioner	0.12	\$ 20,832.00	0.12	\$ 20,832.00				
Clinical Supervisor	LPHA (MFT, LCSW, LPCC)/ Intern or Waivered LPHA (N	0.41	\$ 44,783.00	0.41	\$ 44,783.00				
AIS Programs Director	Non Billing Staffing	0.50	\$ 70,056.00			0.25	\$ 35,028.00	0.25	\$ 35,028.00
AIS Associate Director	Non Billing Staffing	0.50	\$ 46,180.00			0.50	\$ 46,180.00		
Team Lead	Mental Health Rehab Specialist	1.50	\$ 99,434.00	1.50	\$ 99,433.50				
Swing Shift Team Lead	Non Billing Staffing	1.00	\$ 71,826.00			0.50	\$ 35,913.00	0.50	\$ 35,913.00
Milieu Manager	Non Billing Staffing	0.50	\$ 40,031.00			0.35	\$ 28,022.00	0.15	\$ 12,009.00
Nursing Director/Registered Nurse	Non Billing Staffing	1.00	\$ 117,084.00			1.00	\$ 117,084.00		
Sr Director of Program	Non Billing Staffing	0.00	\$ 8,270.00			0.00	\$ 8,270.00		
Director of Admissions	Non Billing Staffing	0.12	\$ 14,430.00					0.12	\$ 14,430.00
Intake Coordinator	Non Billing Staffing	0.07	\$ 4,185.00					0.07	\$ 4,185.00
		0.00	\$ -						
		0.00	\$ -						
		0.00	\$ -						
Totals:		13.19	\$ 1,054,271.00	9.50	\$ 682,208.50	2.60	\$ 270,497.00	1.09	\$ 101,565.00
Employee Benefits:									
		25.00%	\$ 263,567.00	25.00%	\$ 170,552.00	25.00%	\$ 67,624.00	25.00%	\$ 25,391.00
TOTAL SALARIES & BENEFITS			\$ 1,317,838.00		\$ 852,761.00		\$ 338,121.00		\$ 126,956.00

Appendix B - DPH 4: Operating Expenses Detail**Contract ID Number** 1000030382

Appendix Number B-1

Program Name Edgewood Hospital Diversion

Page Number 4

Program Code 8858H1

Fiscal Year 2025-2026

Funding Notification Date 07/28/25

Expense Categories & Line Items	TOTAL	251962-10000-10001670-0001	Dept-Auth-Proj-Activity
Funding Term	7/1/25-6/30/26	7/1/25-6/30/26	(mm/dd/yy-mm/dd/yy):
Rent	\$ -		
Utilities (telephone, electricity, water, gas)	\$ 7,000.00	\$ 7,000.00	
Building Repair/Maintenance	\$ 34,000.00	\$ 34,000.00	
Occupancy Total:	\$ 41,000.00	\$ 41,000.00	\$ -
Office Supplies	\$ 2,550.00	\$ 2,550.00	
Photocopying	\$ -		
Program Supplies	\$ 7,716.00	\$ 7,716.00	
Computer Hardware/Software	\$ -		
Materials & Supplies Total:	\$ 10,266.00	\$ 10,266.00	\$ -
Training/Staff Development	\$ 4,250.00	\$ 4,250.00	
Insurance	\$ -		
Professional License	\$ -		
Permits	\$ -		
Equipment Lease & Maintenance	\$ -		
General Operating Total:	\$ 4,250.00	\$ 4,250.00	\$ -
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)	\$ -		
Dr. Robin Randall, Medical Director, \$165 no more than 20 hours a week or 80 hours a month	\$ 27,225.00	\$ 27,225.00	
Consultant/Subcontractor Total:	\$ 27,225.00	\$ 27,225.00	\$ -
Other (provide detail):	\$ -		
Medical Services	\$ 55,000.00	\$ 55,000.00	
	\$ -		
Other Total:	\$ 55,000.00	\$ 55,000.00	\$ -
TOTAL OPERATING EXPENSE	\$ 137,741.00	\$ 137,741.00	\$ -

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

DHCS Legal Entity Number 00273					Appendix Number B-2		
Provider Name Edgewood Center for Children and Families					Page Number 5		
Provider Number 3898					Fiscal Year 2025-2026		
Contract ID Number 1000030382					Funding Notification Date 07/28/25		
Program Name		Edgewood Crisis Stabilization Unit (CSU)					
Program Code		3898CS	3898CS				
Mode (MH) or Modality (SUD)		10/25-29	10/25-29				
Service Description		DS-Crisis Stab Urgent Care	DS-Crisis Stab Urgent Care				
Funding Term (mm/dd/yy-mm/dd/yy):		7/1/25-6/30/26	7/1/25-6/30/26				
FUNDING USES							TOTAL
Salaries & Employee Benefits		\$ 1,164,151	\$ 694,835	\$ -			\$ 1,858,986
Operating Expenses		\$ 56,791	\$ 76,203	\$ -			\$ 132,994
Capital Expenses							\$ -
Subtotal Direct Expenses		\$ 1,220,942	\$ 771,038	\$ -	\$ -	\$ -	\$ 1,991,980
Indirect Expenses		\$ 183,141	\$ 115,656				\$ 298,797
Indirect %		15.0%	15.0%	0.0%	0.0%	0.0%	15.0%
TOTAL FUNDING USES		\$ 1,404,083	\$ 886,694	\$ -	\$ -	\$ -	\$ 2,290,777
BHS MENTAL HEALTH FUNDING SOURCES							
MH CYF Fed SDMC FFP (50%)		\$ 343,756					\$ 343,756
MH CYF State 2011 PSR-EPSTD		\$ 343,756					\$ 343,756
MH CYF County General Fund		\$ 716,571	\$ 864,013				\$ 1,580,584
MH CYF County General Fund 1% CODB			\$ 22,681				\$ 22,681
							\$ -
							\$ -
TOTAL BHS MENTAL HEALTH FUNDING SOURCES		\$ 1,404,083	\$ 886,694	\$ -	\$ -	\$ -	\$ 2,290,777
BHS SUD FUNDING SOURCES							
							\$ -
							\$ -
							\$ -
This row left blank for funding sources not in drop-down list							\$ -
TOTAL BHS SUD FUNDING SOURCES		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
OTHER DPH FUNDING SOURCES							
							\$ -
This row left blank for funding sources not in drop-down list							\$ -
TOTAL OTHER DPH FUNDING SOURCES		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL DPH FUNDING SOURCES		\$ 1,404,083	\$ 886,694	\$ -	\$ -	\$ -	\$ 2,290,777
NON-DPH FUNDING SOURCES							
							\$ -
This row left blank for funding sources not in drop-down list							\$ -
TOTAL NON-DPH FUNDING SOURCES		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL FUNDING SOURCES (DPH AND NON-DPH)		1,404,083	886,694	-	-	-	2,290,777
BHS UNITS OF SERVICE AND UNIT COST							
Number of Beds Purchased							
SUD Only - Number of Outpatient Group Counseling Sessions							
SUD Only - Licensed Capacity for Narcotic Treatment Programs							
Payment Method		Fee-For-Service (FFS)	Cost Reimbursement (CR)				
Unduplicated Clients (UDC)		168.16	168.16				
DPH Units of Service		168.16	n/a				
Unit Type		Admission	Admission	0	0	0	
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only)		\$ 8,349.92	n/a	\$ -	\$ -	\$ -	Total UDC
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)		\$ 8,349.92	n/a	\$ -	\$ -	\$ -	168.00

Appendix B - DPH 3: Salaries & Employee Benefits Detail

Contract ID Number 1000030382
 Program Name Edgewood Crisis Stabilization Unit (CSU)
 Program Code 3898CS

Appendix Number B-2
 Page Number 6
 Fiscal Year 2025-2026
 Funding Notification Date 07/28/25

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		251962-10000-10001670-0001		251962-10000-10001670-0001	
Funding Term		7/1/25-6/30/26		7/1/25-6/30/26		7/1/25-6/30/26	
Position Title	Pracitioner Type (Select from Drop Down)	FTE	Salaries	FTE	Salaries	FTE	Salaries
CSU Director	Non Billing Staffing	0.80	\$ 97,992.00	0.40	\$ 48,996.00	0.40	\$ 48,996.00
Clinical Supervisor/Manager	Non Billing Staffing	0.60	\$ 67,490.00	0.30	\$ 33,667.00	0.30	\$ 33,823.00
Clinician	Non Billing Staffing	4.10	\$ 415,751.00	3.00	\$ 304,208.00	1.10	\$ 111,543.00
Milieu Manager	Non Billing Staffing	0.80	\$ 69,456.00	0.40	\$ 34,728.00	0.40	\$ 34,728.00
Crisis Counselor	Non Billing Staffing	4.15	\$ 284,793.00	3.50	\$ 240,187.00	0.65	\$ 44,606.00
Nurse	Non Billing Staffing	4.10	\$ 479,759.00	2.00	\$ 234,029.00	2.10	\$ 245,730.00
Family Partner	Non Billing Staffing	0.80	\$ 46,176.00	0.37	\$ 21,241.00	0.43	\$ 24,935.00
Psychiatric Nurse Practitioner	Non Billing Staffing	0.03	\$ 4,463.00	0.03	\$ 4,463.00	0.00	\$ -
Administrator On-Call	Non Billing Staffing	0.15	\$ 21,309.00	0.07	\$ 9,802.00	0.08	\$ 11,507.00
		0.00	\$ -				
		0.00	\$ -				
		0.00	\$ -				
Totals:		15.53	\$ 1,487,189.00	10.06	\$ 931,321.00	5.46	\$ 555,868.00
Employee Benefits:		25.00%	\$ 371,797.00	25.00%	\$ 232,830.00	25.00%	\$ 138,967.00
TOTAL SALARIES & BENEFITS			\$ 1,858,986.00		\$ 1,164,151.00		\$ 694,835.00

Appendix B - DPH 4: Operating Expenses Detail

Contract ID Number 1000030382

Program Name Edgewood Crisis Stabilization Unit (CSU)

Program Code 3898CS

Appendix Number B-2

Page Number 7

Fiscal Year 2025-2026

Funding Notification Date 07/28/25

Expense Categories & Line Items	TOTAL	251962-10000-10001670-0001	251962-10000-10001670-0001	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):
Rent	\$ -			
Utilities (telephone, electricity, water, gas)	\$ 9,000.00	\$ 4,500.00	\$ 4,500.00	
Building Repair/Maintenance	\$ 26,000.00	\$ 10,500.00	\$ 15,500.00	
Occupancy Total:	\$ 35,000.00	\$ 15,000.00	\$ 20,000.00	\$ -
Office Supplies	\$ 1,500.00	\$ 291.00	\$ 1,209.00	
Photocopying	\$ -			
Program Supplies	\$ 6,494.00	\$ 3,000.00	\$ 3,494.00	
Computer Hardware/Software	\$ -			
Materials & Supplies Total:	\$ 7,994.00	\$ 3,291.00	\$ 4,703.00	\$ -
Training/Staff Development	\$ -			
Insurance	\$ -			
Professional License	\$ -			
Permits	\$ -			
Equipment Lease & Maintenance	\$ -			
General Operating Total:	\$ -	\$ -	\$ -	\$ -
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)	\$ -	\$ -	\$ -	
Dr. Robin Randall, Psychiatric Consultant for CSU - 24/7 on call (\$250/day x 360 days)	\$ 90,000.00	\$ 38,500.00	\$ 51,500.00	
Consultant/Subcontractor Total:	\$ 90,000.00	\$ 38,500.00	\$ 51,500.00	\$ -
Other (provide detail):	\$ -			
	\$ -			
	\$ -			
Other Total:	\$ -	\$ -	\$ -	\$ -
TOTAL OPERATING EXPENSE	\$ 132,994.00	\$ 56,791.00	\$ 76,203.00	\$ -

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

DHCS Legal Entity Number 00273						Appendix Number B-3	
Provider Name Edgewood Center for Children and Families						Page Number 8	
Provider Number 8858						Fiscal Year 2025-2026	
Contract ID Number 1000030382						Funding Notification Date 07/28/25	
Program Name		Edgewood Partial Hospitalization Program					
Program Code		8858H2					
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		\$	187,012	\$	-	\$	187,012
Operating Expenses		\$	43,500	\$	-	\$	43,500
Capital Expenses						\$	-
Subtotal Direct Expenses		\$	230,512	\$	-	\$	230,512
Indirect Expenses		\$	34,577			\$	34,577
Indirect %		15.0%	0.0%	0.0%	0.0%	0.0%	15.0%
TOTAL FUNDING USES		\$	265,089	\$	-	\$	265,089
BHS MENTAL HEALTH FUNDING SOURCES							
MH CYF Fed SDMC FFP (50%)		\$	113,083			\$	113,083
MH CYF State 2011 PSR-EPSTD		\$	113,083			\$	113,083
MH CYF County General Fund		\$	19,725			\$	19,725
MH CYF County General Fund 1% CODB		\$	19,198			\$	19,198
						\$	-
						\$	-
TOTAL BHS MENTAL HEALTH FUNDING SOURCES		\$	265,089	\$	-	\$	265,089
BHS SUD FUNDING SOURCES							
						\$	-
						\$	-
						\$	-
This row left blank for funding sources not in drop-down list						\$	-
TOTAL BHS SUD FUNDING SOURCES		\$	-	\$	-	\$	-
OTHER DPH FUNDING SOURCES							
						\$	-
This row left blank for funding sources not in drop-down list						\$	-
TOTAL OTHER DPH FUNDING SOURCES		\$	-	\$	-	\$	-
TOTAL DPH FUNDING SOURCES		\$	265,089	\$	-	\$	265,089
NON-DPH FUNDING SOURCES							
						\$	-
This row left blank for funding sources not in drop-down list						\$	-
TOTAL NON-DPH FUNDING SOURCES		\$	-	\$	-	\$	-
TOTAL FUNDING SOURCES (DPH AND NON-DPH)			265,089		-		265,089
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)		14					
DPH Units of Service		300					
Unit Type		Hours					
			0	0	0	0	
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only)		\$	883.63	\$	-	\$	-
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)		\$	883.63	\$	-	\$	-
						Total UDC	14.00

Appendix B - DPH 3: Salaries & Employee Benefits Detail

Contract ID Number 1000030382
Program Name Edgewood Partial Hospitalization Program
Program Code 8858H2

Appendix Number B-3
Page Number 9
Fiscal Year 2025-2026
Funding Notification Date 07/28/25

Position Title (List all staffing including intern/trainee staff who are not part of budget but contributing to units of service)	Practitioner Type (Select Non Billing provider if the position is not expected to bill this period)	TOTAL		Outpatient Services		251962-10000-10001670-0001	
Funding Term		7/1/25-6/30/26		7/1/25-6/30/26		7/1/25-6/30/26	
Position Title	Practitioner Type (Select from Drop Down)	FTE	Salaries	FTE	Salaries	FTE	Salaries
Clinician/Care Manager	LPHA (MFT, LCSW, LPCC)/ Intern or Waivered LPHA (MFT, LCSW, LPCC)	0.30	\$ 26,696.00	0.30	\$ 26,696.00		
Counselor/Relief Counselor/Team Lead	Mental Health Rehab Specialist	0.50	\$ 29,936.00	0.50	\$ 29,936.00		
Nurse Practitioner	Nurse Practitioner	0.10	\$ 17,260.00	0.10	\$ 17,260.00		
Clinical Supervisor	LPHA (MFT, LCSW, LPCC)/ Intern or Waivered LPHA (MFT, LCSW, LPCC)	0.20	\$ 22,428.00	0.20	\$ 22,428.00		
Team Lead	Other Qualified Providers - Other Designated MH Staff that Bill Medi-Cal	0.20	\$ 13,258.00	0.20	\$ 13,258.00		
Milieu Manager	Non Billing Staffing	0.50	\$ 40,031.00			0.50	\$ 40,031.00
		0.00	\$ -				
		0.00	\$ -				
		0.00	\$ -				
		0.00	\$ -				
		0.00	\$ -				
		0.00	\$ -				
Totals:		1.80	\$ 149,609.00	1.30	\$ 109,578.00	0.50	\$ 40,031.00
Employee Benefits:		25.00%	\$ 37,403.00	25.00%	\$ 27,395.00	25.00%	\$ 10,008.00
TOTAL SALARIES & BENEFITS			\$ 187,012.00		\$ 136,973.00		\$ 50,039.00

Appendix B - DPH 4: Operating Expenses Detail

Contract ID Number 1000030382

Appendix Number B-3

Program Name Edgewood Partial Hospitalization Program

Page Number 10

Program Code 8858H2

Fiscal Year 2025-2026

Funding Notification Date 07/28/25

Expense Categories & Line Items	TOTAL	251962-10000-10001670-0001	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):
Rent	\$ -			
Utilities (telephone, electricity, water, gas)	\$ 2,000.00	\$ 2,000.00		
Building Repair/Maintenance	\$ 16,400.00	\$ 16,400.00		
Occupancy Total:	\$ 18,400.00	\$ 18,400.00	\$ -	\$ -
Office Supplies	\$ 500.00	\$ 500.00		
Photocopying	\$ -			
Program Supplies	\$ 1,500.00	\$ 1,500.00		
Computer Hardware/Software	\$ -			
Materials & Supplies Total:	\$ 2,000.00	\$ 2,000.00	\$ -	\$ -
Training/Staff Development	\$ 1,500.00	\$ 1,500.00		
Insurance	\$ -			
Professional License	\$ -			
Permits	\$ -			
Equipment Lease & Maintenance	\$ -			
General Operating Total:	\$ 1,500.00	\$ 1,500.00	\$ -	\$ -
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)				
	\$ -			
Dr. Robin Randall, Medical Director, \$165 x 40 hours	\$ 6,600.00	\$ 6,600.00		
Consultant/Subcontractor Total:	\$ 6,600.00	\$ 6,600.00	\$ -	\$ -
Other (provide detail):	\$ -			
Medical Services	\$ 15,000.00	\$ 15,000.00		
	\$ -			
Other Total:	\$ 15,000.00	\$ 15,000.00	\$ -	\$ -
TOTAL OPERATING EXPENSE	\$ 43,500.00	\$ 43,500.00	\$ -	\$ -

Appendix B - DPH 6: Contract-Wide Indirect Detail

Contractor Name Edgewood Center for Children and Families

Page Number 11

Contract ID Number 1000030382

Fiscal Year 2025-2026

Funding Notification Date 7/28/25

1. SALARIES & EMPLOYEE BENEFITS

Position Title	FTE	Amount
CEO	0.13	\$ 35,100.00
COO	0.14	\$ 36,400.00
Sr Director, Financial Operations	0.15	\$ 33,900.00
IT Director	0.12	\$ 21,039.00
Desktop Support Analyst	0.12	\$ 9,600.00
IT Project Manager	0.12	\$ 10,620.00
Executive Assistant	0.12	\$ 11,982.55
CHRO	0.12	\$ 25,210.00
HR Administrator	0.12	\$ 8,986.00
Recruiter	0.12	\$ 11,022.00
Payroll Manager	0.14	\$ 11,938.77
AP Lead	0.14	\$ 10,824.46
Accountant	0.14	\$ 10,580.77
Sr Accountant	0.14	\$ 12,470.77
Controller	0.14	\$ 25,585.54
Revenue & Contracts Manager	0.15	\$ 14,820.00
Billing Clerk	0.15	\$ 10,523.65
Contracts Administrator	0.13	\$ 11,154.00
Facilities Director	0.11	\$ 12,462.00
Facilities Technician	0.11	\$ 6,750.00
	Subtotal:	2.61 \$ 330,969.00
	Employee Benefits:	25.0% \$ 82,743.00
	Total Salaries and Employee Benefits:	\$ 413,712.00

2. OPERATING COSTS

Expenses (Use expense account name in the ledger.)	Amount
Accounting/Audit Fees	\$ 31,000.00
Business Insurance	\$ 75,000.00
Software Subscriptions and Maintenance	\$ 32,000.00
Total Indirect Costs	\$ 551,712.00

EDGEWOOD CENTER FOR CHILDREN AND FAMILIES

INDEPENDENT CONTRACTOR AGREEMENT

This Agreement ("Agreement") is made and entered into for the period of July 1, 2025, (the "Effective Date"), through June 30, 2026 (the "Termination Date"), by and between (i) Edgewood Center for Children and Families, a California nonprofit public benefit corporation ("Edgewood") and (ii) Dr. Robin Randall, an individual resident of California ("Contractor").

RECITALS

WHEREAS, Edgewood desires to contract with Contractor for Contractor to provide Services (as defined below) on the terms and conditions specified in this Agreement.

AGREEMENT

NOW, THEREFORE, in connection with the foregoing premises and the mutual promises and conditions set forth herein, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Services; Representations by Contractor. Edgewood hereby engages Contractor, and Contractor hereby accepts such engagement, as an independent contractor to provide certain services described in Exhibit 1 (the "Services") to Edgewood on the terms and conditions set forth in this Agreement. Edgewood shall not control the manner or means by which Contractor performs the Services. Unless otherwise set forth in Exhibit 1, Contractor shall furnish, at Contractor's own expense, the equipment, supplies and other materials used to perform the Services; provided, however, that Edgewood shall provide Contractor with access to its premises and resources to the extent necessary for the performance of the Services. To the extent Contractor performs any Services on Edgewood's premises or using Edgewood's resources, Contractor shall comply with all applicable policies of Edgewood relating to business and office conduct, health and safety and use of Edgewood's facilities, supplies, information technology, equipment, networks and other resources. Contractor represents and warrants that (i) Contractor has the right to enter into this Agreement, to grant the rights granted herein and to perform fully all of Contractor's obligations in this Agreement; (ii) Contractor's entering into this Agreement with Edgewood and the performance of the Services do not and will not conflict with or result in any breach or default under any other agreement to which Contractor is subject; (iii) Contractor has the required skill, experience and qualifications to perform the Services, Contractor shall perform the Services in a professional and workmanlike manner in accordance with best industry standards for similar services and Contractor shall devote sufficient resources to ensure that the Services are performed in a timely and reliable manner; (iv) Contractor shall perform the Services in compliance with all applicable federal, state and local laws and regulations; (v) Edgewood will receive good and valid title to all Deliverables (as defined below), free and clear of all encumbrances and liens of any kind and (vi) all Deliverables are and shall be Contractor's original work (except for material in the public domain or provided by Edgewood) and do not and will not violate or infringe upon the intellectual property right or any other right whatsoever of any person, firm, corporation or other entity.

2. Compensation and Expenses. Edgewood agrees to pay Contractor compensation for the performance of services, payable on completion of the Services to Edgewood's satisfaction, as set forth in Exhibit 1. Contractor is solely responsible for any travel or other costs or expenses incurred by Contractor in connection with the performance of the Services, and in no event shall Edgewood reimburse Contractor for any such costs or expenses, unless agreed upon in writing.

3. Relationship of the Parties. Contractor is an independent contractor of Edgewood, and this

Agreement shall not be construed to create any association, partnership, joint venture, employee or agency relationship between Contractor and Edgewood for any purpose. Contractor has no authority (and shall not hold out Contractor as having authority) to bind Edgewood and Contractor shall not make any agreements or representations on Edgewood's behalf without Edgewood's prior written consent. Without limiting the foregoing, Contractor will not be eligible under this Agreement to participate in any vacation, group medical or life insurance, disability, profit sharing or retirement benefits or any other fringe benefits or benefit plans offered by Edgewood to its employees, and Edgewood will not be responsible for withholding or paying any income, payroll, Social Security or other federal, state or local taxes, making any insurance contributions, including unemployment or disability, or obtaining worker's compensation insurance on Contractor's behalf. Contractor shall be responsible for, and shall indemnify Edgewood against, all such taxes or contributions, including penalties and interest. Any persons employed by Contractor in connection with the performance of the Services shall be Contractor employees and Contractor shall be fully responsible for them.

4. Indemnification. Contractor agrees to indemnify and hold harmless Edgewood and its affiliates and their officers, directors, employees, volunteers, agents, successors and permitted assigns from and against all taxes, losses, damages, liabilities, deficiencies, actions, judgements, interest, awards, penalties, fines, costs and expenses of whatever kind (including reasonable attorneys' fees), arising out of or resulting from, directly or indirectly, (i) any negligent, reckless or intentionally wrongful act of Contractor or Contractor's assistants, employees or agents; (ii) a determination by any person that Contractor is not an independent contractor; or (iii) any breach by Contractor or Contractor's assistants, employees or agents of any representation, warranty or obligation in this Agreement. Edgewood may satisfy such indemnity (in whole or in part) by way of deduction from any payment due to Contractor.

5. Insurance. Contractor shall maintain in force adequate commercial general liability, errors and omissions (professional liability), and any other forms of insurance requested by Edgewood, in each case with insurers reasonably acceptable to Edgewood, with policy limits sufficient to protect and indemnify Edgewood and its affiliates, and each of their officers, directors, agents, employees, subsidiaries, partners, members and controlling persons, from any losses resulting from Contractor or Contractor's agents, servants or employees conduct, acts, or omissions. Edgewood shall be listed as additional insured under such policies, and Contractor shall forward a certificate of insurance verifying such insurance upon Edgewood's written request, which certificate will indicate that such insurance policies may not be canceled before the expiration of a 30 day notification period and that Edgewood will be immediately notified in writing of any such notice of termination.

6. Background Check; TB Test. Contractor agrees that, as a condition of this Agreement, Contractor, and each person providing Services in connection with Contractor, must complete to the satisfaction of Edgewood a background check, including live scan fingerprinting, in accordance with state licensing requirements and Edgewood policies and procedures. If at any time during the term of this Agreement, Edgewood receives information that Contractor is not in compliance with any aspect of such background check or any licensing requirement; this Agreement may be terminated immediately at Edgewood's option. Additionally, if there is a possibility of Contractor coming into contact with Edgewood clients, then Contractor, and each person providing Services in connection with Contractor, must have a clear TB test not more than two years old, or provide physician certification of a clear chest x-ray taken within five years.

7. Confidentiality; Intellectual Property Rights.

a. Definition. As used in this Agreement, "Confidential Information" means any Edgewood business or proprietary information, technical data, trade secrets or know-how, including, but not limited to, research, programs, plans, services, donor information and relationships, client lists and client information, developments, reports, handbooks, finances, and any other information that should reasonably be recognized as confidential information of Edgewood. Confidential Information need not be novel, unique, patentable, copyrightable or constitute a trade secret in order to be considered Confidential. Confidential Information does

not include any of the foregoing items, which have become publicly known and made generally available through no wrongful act of Contractor or of others who were under confidentiality obligations as to the item or items involved or improvements or new versions thereof.

b. Non-Use and Non-Disclosure. Contractor will not, during or subsequent to the term of this Agreement, use Edgewood's Confidential Information for any purpose whatsoever other than the performance of services on behalf of Edgewood or disclose Edgewood's Confidential Information to any third party without written authorization from Edgewood, as well as satisfactory assurances in writing from such third party that the information shall be held strictly confidential as provided herein. It is understood that said Confidential Information shall remain the sole property of Edgewood. Contractor further agrees to take all reasonable precautions to prevent any unauthorized disclosure of such Confidential Information.

c. Former Employer's Confidential Information. Contractor agrees that Contractor will not, during the term of this Agreement, improperly use or disclose any proprietary information or trade secrets of any former or current employer or other person or entity. Contractor will indemnify Edgewood and hold it harmless from and against all claims, liabilities, damages and expenses, including reasonable attorneys' fees and costs of suit, arising out of or in connection with any violation or claimed violation of a third party's rights resulting in whole or in part from Edgewood's use of the work product of Contractor under this Agreement.

d. Third Party Confidential Information. Contractor recognizes that Edgewood has received and in the future will receive from clients or other third parties confidential information subject to a duty on Edgewood's part to maintain the confidentiality of such information and to use it only for certain limited purposes. Contractor agrees that Contractor owes Edgewood and such third parties, during the term of this Agreement and thereafter, a duty to hold all such confidential information in the strictest confidence and not to disclose it to any person, firm or corporation or to use it except as necessary in carrying out the services for Edgewood.

e. Return of Materials. Upon the termination of this Agreement, or upon Edgewood's earlier request, Contractor will deliver to Edgewood all of Edgewood's property or Confidential Information that Contractor may have in Contractor's possession or control. Edgewood retains the right to withhold payment of invoices until such return of Edgewood's property or Confidential Information has been concluded to Edgewood's satisfaction.

f. Intellectual Property Rights. Edgewood is and shall be, the sole and exclusive owner of all right, title and interest throughout the world in and to all the results and proceeds of the Services performed under this Agreement (collectively, the "Deliverables"), including all patents, copyrights, trademarks, trade secrets and other intellectual property rights (collectively, "Intellectual Property Rights") therein. Contractor agrees that the Deliverables are hereby deemed a "work made for hire" as defined in 17 U.S.C. § 101 for Edgewood. If, for any reason, any of the Deliverables do not constitute a "work made for hire," Contractor hereby irrevocably assigns to Edgewood, in each case without additional consideration, all right, title and interest throughout the world in and to the Deliverables, including all Intellectual Property Rights therein. Any assignment of copyrights under this Agreement includes all rights of paternity, integrity, disclosure and withdrawal and any other rights that may be known as "moral rights" (collectively, "Moral Rights"). Contractor hereby irrevocably waives, to the extent permitted by applicable law, any and all claims Contractor may now or hereafter have in any jurisdiction to any Moral Rights with respect to the Deliverables. Upon the request of Edgewood, Contractor shall promptly take such further actions, including execution and delivery of all appropriate instruments of conveyance, as may be necessary to assist Edgewood to prosecute, register, perfect, record or enforce its rights in any Deliverables. In the event Edgewood is unable, after reasonable effort, to obtain Contractor's signature on any such documents, Contractor hereby irrevocably designates and appoints Edgewood as Contractor's agent and attorney-in-fact, to act for and on Contractor's behalf solely to execute and file any such application or other document and do all other lawfully permitted acts to further the prosecution

and issuance of patents, copyrights or other intellectual property protected related to the Deliverables with the same legal force and effect as if Contractor had executed them. Contractor agrees that this power of attorney is coupled with an interest. In order to avoid any doubt, materials that are not the results and proceeds of the Services performed under this Agreement (*i.e.*, materials developed separately from the provision of the Services) shall not be deemed Deliverables under this Agreement and Edgewood shall not acquire ownership of such materials by virtue of this Agreement.

g. Additional Contractor Persons. Contractor shall require each person providing Services in connection with this Agreement to execute written agreements securing for Edgewood the rights provided for in Paragraph 7 prior to such person providing any Services under this Agreement.

8. Terms and Termination.

a. Terms. This Agreement will commence on the Effective Date and will continue until the earlier of (i) final completion of the Services, as indicated on Exhibit 1, or (ii) termination as provided below.

b. Termination. Contractor may terminate this Agreement at any time, for any reason, upon fifteen (15) days prior written notice. Edgewood may terminate this Agreement at any time, for any reason, upon fifteen (15) days written notice. Upon termination of this Agreement, all rights and duties of the parties toward each other shall cease except:

i) Edgewood shall be obliged to pay, within thirty (30) days of the effective date of termination, all amounts owing to Contractor for Services completed and accepted by Edgewood prior to the termination date, if any, in accordance with the provisions of this Agreement; and

ii) Paragraphs 1, 2, 3, 4, 5, 7, 8, 10, 11, 12, 13 and 14 of this Agreement shall survive termination of this Agreement for any reason.

9. Assignment. Contractor shall not assign any rights, or delegate or subcontract any obligations, under this Agreement without Edgewood's prior written consent. Any assignment in violation of the foregoing shall be deemed null and void. Edgewood may freely assign its rights and obligations under this Agreement at any time. Subject to the limits on assignment stated above, this Agreement will inure to the benefit of, be binding upon, and be enforceable against, each of the parties hereto and their respective successors and permitted assigns.

10. Arbitration.

a. Disputes. Except as provided in Paragraph 10(b) below, Edgewood and Contractor agree that any dispute or controversy arising out of, relating to or in connection with the interpretation, validity, construction, performance, breach or termination of this Agreement shall be settled by binding arbitration to be held in the City and County of San Francisco CA by the American Arbitration Association under its rules then in effect and under the Arbitration Rules set forth in California Code of Civil Procedure Section 1280, et seq., including section 1283.05, and pursuant to California law. The arbitrator shall be selected from a list of names provided by AAA. The cost of arbitration shall be split equally between Edgewood and Contractor. The arbitrator may grant injunctions or other relief in such dispute or controversy. The decision of the arbitrator shall be final, conclusive and binding on the parties to the arbitration. Judgment may be entered on the arbitrator's decision in any court of competent jurisdiction.

b. Equitable Relief. The parties may apply to any court of competent jurisdiction for a temporary restraining order, preliminary injunction, or other interim or conservatory relief, as necessary, without breach of this arbitration agreement and without abridgment of the powers of the arbitrator.

c. Consideration. Contractor understands and agrees that each party's promise to resolve claims by arbitration in accordance with the provisions of this Agreement, rather than through the courts, is material consideration for each party's agreement to consummate this Agreement.

d. Acknowledgment. CONTRACTOR HAS READ AND UNDERSTANDS PARAGRAPH 10, WHICH DISCUSSES ARBITRATION. CONTRACTOR UNDERSTANDS THAT BY SIGNING THIS AGREEMENT, CONTRACTOR AGREES TO SUBMIT ANY CLAIMS ARISING OUT OF, RELATING TO, OR IN CONNECTION WITH THIS AGREEMENT, OR THE INTERPRETATION, VALIDITY, CONSTRUCTION, PERFORMANCE, BREACH OR TERMINATION THEREOF, TO BINDING ARBITRATION, EXCEPT AS PROVIDED IN PARAGRAPH 10(B), AND THAT THIS ARBITRATION CLAUSE CONSTITUTES A WAIVER OF CONTRACTOR'S RIGHT TO A JURY TRIAL AND RELATES TO THE RESOLUTION OF ALL DISPUTES RELATING TO ALL ASPECTS OF THE RELATIONSHIP BETWEEN THE PARTIES.

11. Governing Law. The validity of this Agreement, the construction of its terms and determination of the rights and duties of the parties hereto shall all be governed by the laws of the State of California without respect to the conflicts of laws rules of principles thereof.

12. Entire Agreement. This Agreement is the entire agreement of the parties and supersedes any prior agreements between them, whether written or oral, with respect to the subject matter hereof. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by duly authorized representatives of the parties hereto.

13. Attorneys' Fees. In any action brought by one of the parties to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorney's fees, in addition to any other relief to which that party may be entitled.

14. Severability. This Agreement is severable to the extent that if any of its provisions should be declared invalid by court of competent jurisdiction, the validity and enforceability of the remaining provisions shall not thereby be adversely affected.

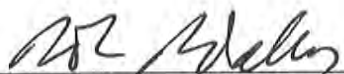
15. Counterparts. This Agreement may be executed in one or more counterparts, including by facsimile or other electronic means, each of which shall be deemed an original, and it shall not be necessary in making proof of this Agreement, to produce or account for more than one such counterpart.

16. Compliance with Law and Policies. If Edgewood believes that Edgewood and Contractor need to revise the Agreement, or enter into any new agreements (including without limitation a Business Associate Agreement), to comply with laws, rules or regulations applicable to Edgewood, including without limitation under the Health Insurance Portability and Accountability Act of 1996 and its implementing privacy and security regulations at 45 C.F.R. Parts 160 and 164 promulgated by the U.S. Department of Health and Human Services, as amended by the federal Health Information Technology for Economic and Clinical Health Act and its implementing regulations, including but not limited to the federal breach notification rule at 45 C.F.R. Part 164, subpart D (collectively "HIPAA"), then Contractor agrees to execute promptly such amendments to this Agreement or additional agreements as Edgewood deems necessary to comply with such laws, rules or regulations. Contractor is aware of and informed about the hazards currently known to be associated with the novel coronavirus referred to as "COVID-19". Contractor agrees to comply with applicable federal, state and local government directives regarding public health risks, including but not limited to COVID-19, and also agrees to comply with Edgewood policies and procedures. Whether services are to be in-person or by video shall be by agreement, but Edgewood reserves the right to decide that remote services are required, at any time.

17. Compliance with Edgewood Discrimination, Harassment and Retaliation Prevention Policy:
 Edgewood does not tolerate and prohibits discrimination, harassment or retaliation on the basis of race, religious creed, color, age, sex, sexual orientation, gender, gender identity, gender expression, national origin, ancestry, marital status, medical condition as defined by state law, disability, military and veteran status, pregnancy, childbirth and related medical conditions, or any other characteristic protected by applicable federal, state or local laws and ordinances. Contractor agrees to abide by Edgewood's Independent Contractor Discrimination, Harassment and Retaliation Prevention Policy, which is attached to this Agreement as Addendum A, and by this reference made a part hereof.

IN WITNESS WHEREOF, the parties, by their authorized signatories below, have duly executed this Agreement as of the Effective Date.

CONTRACTOR

Signature: 
 Name: Dr. Robin Randall
 Title: Medical Director
 Address: 300 Gooding Way #338
Albany, CA 94706
 Tax ID#: On File
 Date: 7/24/25

**EDGEWOOD CENTER FOR CHILDREN
AND FAMILIES**

By: 
 Name: Babak Motie
 Title: Chief Operating Officer
 Address: 1801 Vicente Street
San Francisco, CA 94116
 Date: 7/24/25

EXHIBIT 1

SERVICES AND COMPENSATION

Services

Contractor shall perform the following services ("Services") pursuant to the Agreement:

1. Perform the duties of Medical Director as follows:

Child, adolescent and adult psychiatric services within his scope of practice. These Services to include psychiatric assessment, diagnosis and treatment of eligible Edgewood clients.

2. On-call services for the Edgewood Crisis Stabilization Unit (CSU).

Supervise the operations of the Medical Department at Edgewood including direct or indirect supervision of medical staff members, trainees and independent contractors and the development of appropriate medical department policies and procedures.

3. Consultation and collaboration with Edgewood clinical staff regarding the clinical and medical care of Edgewood clients.

Attend administrative meetings as needed when agreed to by the Contractor and the CEO of Edgewood.

Compensation

\$165 per hour to be billed within 30 days of the date that services were provided. Hourly services will be billed at no more than 20 hours a week or 80 hours a month. In addition to hourly services, on call services for the CSU will be billed at the rate of \$250 per day funded through SF CBHS.

ADDENDUM A

Independent Contractor Discrimination, Harassment and Retaliation Prevention Policy

Edgewood does not tolerate and prohibits discrimination, harassment or retaliation by or against independent contractors, employees, clients, volunteers, vendors, job applicants, interns, or any third party on the basis of race, religious creed, color, age, sex, sexual orientation, gender, gender identity, gender expression, national origin, ancestry, marital status, medical condition as defined by state law, disability, military and veteran status, pregnancy, childbirth and related medical conditions, or any other characteristic protected by applicable federal, state or local laws and ordinances.

Discrimination: Discrimination under this policy means treating differently or denying or granting a benefit to an individual because of the individual's protected characteristic.

Harassment: Harassment is defined in this policy as unwelcome verbal, visual or physical conduct creating an intimidating, offensive or hostile environment. Harassment can be verbal (including slurs, jokes, insults, epithets, gestures or teasing), graphic (including offensive posters, symbols, cartoons, drawings, computer displays or emails) or physical conduct (including physically threatening another, blocking someone's way, etc.) that denigrates or shows hostility or aversion towards an individual. Such conduct violates this policy, even if it is not unlawful. Because it is difficult to define unlawful harassment, independent contractors are expected to behave at all times in a professional and respectful manner.

Sexual Harassment: Sexual harassment can include all of the above actions, as well as other unwelcome conduct, such as unwelcome or unsolicited sexual advances, requests for sexual favors, conversations regarding sexual activities and other verbal or physical conduct of a sexual nature.

Examples of conduct that violates this policy include:

- unwelcome sexual advances, leering, whistling, touching, assault, blocking normal movement
- requests for sexual favors or demands for sexual favors in exchange for favorable treatment
- obscene or vulgar gestures, posters or comments
- sexual jokes or comments about a person's body, sexual prowess or sexual deficiencies
- derogatory cartoons, posters and drawings; sexually-explicit emails or voicemails
- uninvited touching of a sexual nature
- unwelcome comments of a sexual nature
- conversation about one's own or someone else's sex life
- conduct or comments consistently targeted at only one gender, even if the content is not sexual
- teasing or other conduct directed toward a person because of the person's gender.

Retaliation: Retaliation means adverse conduct taken because an individual reported an actual or perceived violation of this, or any policy, opposed practices prohibited by this, or any policy, or participated in the reporting and investigation process described below.

Reporting Procedures: If an independent contractor believes that someone has violated this policy, they should promptly bring the matter to the immediate attention of Human Resources.

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

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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



San Francisco Department of Public Health
Business Associate Agreement

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

RECITALS

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

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

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

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

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

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

1. Definitions.

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

APPENDIX E



San Francisco Department of Public Health
Business Associate Agreement

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

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

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

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

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

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

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

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

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

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

APPENDIX E



San Francisco Department of Public Health
Business Associate Agreement

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

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

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

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

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

2. Obligations of Business Associate.

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

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

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San Francisco Department of Public Health
Business Associate Agreement

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

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

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

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

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

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

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

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

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

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

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

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

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

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San Francisco Department of Public Health
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o. Breach Pattern or Practice by Business Associate's Subcontractors and Agents.

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

3. Termination.

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

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

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

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

APPENDIX E



San Francisco Department of Public Health
Business Associate Agreement

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

4. Amendment to Comply with Law.

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

5. Reimbursement for Fines or Penalties.

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

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

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

Attachment 3 – Protected Information Destruction Order Purge Certification 01-10-2024

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

Contractor Name:		Contractor City Vendor ID	
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PRIVACY ATTESTATION

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

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

I. All Contractors.

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

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

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

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

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

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

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

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

I. All Contractors.

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

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

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

EXCEPTION(S) APPROVED by OCPA	Name (print)		Signature		Date	
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Attachment 3 to Appendix E

Protected Information Destruction Order
Purge Certification - Contract ID # _____

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

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

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

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

So Certified

Signature

Title:

Date:



File #250878: Contract Amendment

Edgewood Center for Children and Families Hospital Diversion and Crisis Stabilization

**BOS Budget & Finance Committee
September 17, 2025**

Farahnaz Farahmand, Ph.D.
Director, Children, Youth, and Families System of Care
Behavioral Health Services

SAN FRANCISCO DEPARTMENT OF PUBLIC HEALTH

Overview of Proposed Contract Amendment #2



Overview:

- **Contractor:** Edgewood Center for Children and Families
- **Contract Summary:** Provides hospital diversion / partial hospital step-down services for youth ages 12 to 17 years and crisis stabilization services for youth in acute psychiatric crisis ages 6 to 17 years. Contracted to serve 203 clients per year across programs.*
- **Total Not to Exceed Amount:** \$31,603,801
 - Annual amount without contingency: \$4.2M
- **Timeline:** Extend contract term to September 30, 2030, for a total term of October 1, 2023, through June 30, 2030.

*Not unduplicated across programs.

Summary of Services



Summary: Under the proposed contract, Edgewood would continue to provide:

- **Hospital Diversion:** Intensive 24/7 service for youth ages 12 to 17. Serves as an alternative to inpatient psychiatric hospitalization and/or acts as a step down when further assessment/discharge planning is needed. (35 clients/year)
 - **Partial Hospitalization Program:** 14 Hospital Diversion clients may step down to partial hospital program (M-F 10:30-5pm), as clinically indicated, to further stabilize before discharge to outpatient/wraparound provider
- **Crisis Stabilization:** 23-hour crisis stabilization for youth ages 6 to 17 years in acute psychiatric crisis. Also functions as 5585 (involuntary hold) receiving center and supports coordination of hospitalizations when indicated. (168 clients/year)



Conclusion

DPH agrees with BLA recommendations and respectfully requests approval of this item. Thank you!

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

Agreement between the City and County of San Francisco and

**EDGEWOOD CENTER FOR CHILDREN AND FAMILIES
1000030382**

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This Agreement is made this 1st day of October, 2023, in the City and County of San Francisco (“City”), State of California, by and between Edgewood Center for Children and Families 1801 Vicente Street, San Francisco, CA 94116 (“Contractor”) and City.

Recitals

WHEREAS, the Department of Public Health (“Department”) wishes to provide intensive services for behavioral health, assessment, and acute intervention; and

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

WHEREAS, Contractor was competitively selected pursuant to Sourcing Event ID SFGOV-0000008079; and

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

WHEREAS, approval for the Agreement was obtained on August 31, 2023 from the Civil Service Commission under PSC number 46987-16/17 in the amount of \$349,700,000 for the period commencing 07/01/2017 and ending 06/30/2028; and

Now, THEREFORE, the parties agree as follows:

Article 1 Definitions

The following definitions apply to this Agreement:

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

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

1.3 **“City Data”** means that data as described in Article 13 of this Agreement which includes, without limitation, all data collected, used, maintained, processed, stored, or generated by or on behalf of the City in connection with this Agreement. City Data includes, without limitation, Confidential Information.

1.4 **“CMD”** means the Contract Monitoring Division of the City.

1.5 **“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).

1.6 **“Contractor” or “Consultant”** means Edgewood Center for Children and Families 1801 Vicente Street San Francisco, CA 94116.

1.7 **“Deliverables”** means Contractor’s work product resulting from the Services provided by Contractor to City during the course of Contractor’s performance of the Agreement, including without limitation, the work product described in the “Scope of Services” attached as Appendix A.

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

1.9 **“Party” and “Parties”** means the City and Contractor either collectively or individually.

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

Article 2 Term of the Agreement

2.1 **Term.** The term of this Agreement shall commence on October 01, 2023 and expire on September 30, 2025, unless earlier terminated as otherwise provided herein.

Article 3 Financial Matters

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

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

3.2 **Guaranteed Maximum Costs.** The City’s payment obligation to Contractor cannot at any time exceed the amount certified by City’s Controller for the purpose and period stated in such certification. Absent an authorized Emergency per the City Charter or applicable Code, no City representative is authorized to offer or promise, nor is the City required to honor, any offered or promised payments to Contractor under this Agreement in excess of the certified maximum amount without the Controller having first certified the additional promised amount and the Parties having modified this Agreement as provided in Section 11.5, “Modification of this Agreement.”

3.3 **Compensation.**

3.3.1 **Calculation of Charges.** Contractor shall provide an invoice to the City on a monthly basis for goods delivered and/or Services completed in the immediate preceding month, unless a different schedule is set out in Appendix B, “Calculation of Charges.” Compensation shall be made for goods and/or Services identified in the invoice that the City, in his or her sole discretion, concludes has been satisfactorily performed. In no event shall the amount of this Agreement exceed Nine Million Five Hundred Fifty Four Thousand Eight Hundred Seven Dollars (\$9,554,807). The breakdown of charges associated with this Agreement appears in

Appendix B, "Calculation of Charges." A portion of payment may be withheld until conclusion of the Agreement if agreed to by both Parties as retainage, described in Appendix B. In no event shall City be liable for interest or late charges for any late payments. City will not honor minimum service order charges for any services covered by this Agreement.

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

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

3.3.4 Invoice Format. Invoices furnished by Contractor under this Agreement must be in a form acceptable to the Controller and City and include a unique invoice number and a specific invoice date. Payment shall be made by City as specified in Section 3.3.7, or in such alternate manner as the Parties have mutually agreed upon in writing. All invoices must show the PeopleSoft Purchase Order ID Number, PeopleSoft Supplier Name and ID, Item numbers (if applicable), complete description of goods delivered or Services performed, sales/use tax (if applicable), contract payment terms and contract price. Invoices that do not include all required information or contain inaccurate information will not be processed for payment.

3.3.5 Reserved. (LBE Payment and Utilization Tracking System)

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

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

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

3.3.7 Grant Funded Contracts.

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

(b) **Reserved. (Grant Terms).**

3.3.8 Payment Terms.

(a) **Payment Due Date:** Unless City notifies the Contractor that a dispute exists, Payment shall be made within 30 calendar days, measured from (1) the delivery of goods and/or the rendering of services or (2) the date of receipt of the invoice, whichever is later. Payment is deemed to

be made on the date on which City has issued a check to Contractor or, if Contractor has agreed to electronic payment, the date on which City has posted electronic payment to Contractor.

(b) Reserved. (Payment Discount Terms).

3.4 Audit and Inspection of Records.

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

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

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

3.4.3 The Director of Public Health or his / her designee may approve a waiver of the audit requirement in Section 3.4.2 above, if the contractual Services are of a consulting or personal services nature, these Services are paid for through fee for service terms which limit the City's risk with such contracts, and it is determined that the work associated with the audit would produce undue burdens or costs and would provide minimal benefits. A written request for a waiver must be submitted to the DIRECTOR ninety (90) calendar days before the end of the Agreement term or Contractor's fiscal year, whichever comes first.

3.4.4 Any financial adjustments necessitated by this audit report shall be made by Contractor to the City. If Contractor is under contract to the City, the adjustment may be made in the next subsequent billing by Contractor to the City, or may be made by another written schedule determined

solely by the City. In the event Contractor is not under contract to the City, written arrangements shall be made for audit adjustments.

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

3.6 Payment of Prevailing Wages (Reserved)

3.7 Contract Amendments; Budgeting Revisions.

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

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

3.7.3 City Program Scope Reduction. In order to preserve the Agreement and enable Contractor to continue to perform work albeit potentially on a reduced basis, the City shall have authority during the Term of the Agreement, without the execution of a Formal Amendment, to reduce scope, temporarily suspend the Agreement work, and/or convert the Term to month-to-month (Program Scope Reduction), by use of a written Revision to Program Budgets, executed by the Director of Health, or his or her designee, and Contractor. Contractor understands and agrees that the City's right to effect a Program Scope Reduction is intended to serve a public purpose and to protect the public fisc and is not intended to cause harm to or penalize Contractor. Contractor provides City with a full and final release of all claims arising from a Program Scope Reduction. Contractor further agrees that it will not sue the City for damages arising directly or indirectly from a City Program Scope Reduction

Article 4 Services and Resources

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

4.2 Personnel

4.2.1 Qualified Personnel. Contractor shall utilize only competent personnel under the supervision of, and in the employment of, Contractor (or Contractor's authorized subcontractors) to

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

4.3 Subcontracting.

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

4.3.2 Subcontractors named in Appendices B.

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

4.4.1 **Independent Contractor.** For the purposes of this Section 4.4, "Contractor" shall be deemed to include not only Contractor, but also any agent or employee of Contractor. Contractor acknowledges and agrees that at all times, Contractor or any agent or employee of Contractor shall be deemed at all times to be an independent contractor and is wholly responsible for the manner in which it performs the services and work requested by City under this Agreement. Contractor, its agents, and employees will not represent or hold themselves out to be employees of the City at any time. Contractor or any agent or employee of Contractor shall not have employee status with City, nor be entitled to participate in any plans, arrangements, or distributions by City pertaining to or in connection with any retirement, health or other benefits that City may offer its employees. Contractor or any agent or employee of Contractor is liable for the acts and omissions of itself, its employees and its agents. Contractor shall be responsible for all obligations and payments, whether imposed by federal, state or local law, including, but not limited to, FICA, income tax withholdings, unemployment compensation, insurance, and other similar responsibilities related to Contractor's performing services and work, or any agent or employee of Contractor providing same. Nothing in this Agreement shall be construed as creating an employment or agency relationship between City and Contractor or any agent or employee of Contractor. Any terms in this Agreement referring to direction from City shall be construed as providing for direction as to policy and the result of Contractor's work only, and not as to the means by which such a result is obtained. City does not retain the right to control the means or the method by which Contractor performs work under this Agreement. Contractor agrees to maintain and make available to City, upon request and during regular business hours, accurate books and accounting records demonstrating Contractor's compliance with this Section. Should City determine that Contractor, or any agent or employee of Contractor, is not performing in accordance with the requirements of this Agreement, City shall provide Contractor with written notice of such failure. Within five (5) business days of Contractor's receipt of such notice, and in accordance with Contractor policy and procedure, Contractor shall remedy the deficiency. Notwithstanding, if City believes that an action of Contractor, or any agent or employee of Contractor, warrants immediate remedial action by Contractor, City shall contact Contractor and provide Contractor in writing with the reason for requesting such immediate action.

4.4.2 **Payment of Employment Taxes and Other Expenses.** Should City, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Division, or both, determine that Contractor is an employee for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Contractor which can be applied against this liability). City shall then forward those amounts to the relevant taxing authority. Should a relevant taxing authority determine a liability for past services

performed by Contractor for City, upon notification of such fact by City, Contractor shall promptly remit such amount due or arrange with City to have the amount due withheld from future payments to Contractor under this Agreement (again, offsetting any amounts already paid by Contractor which can be applied as a credit against such liability). A determination of employment status pursuant to this Section 4.4 shall be solely limited to the purposes of the particular tax in question, and for all other purposes of this Agreement, Contractor shall not be considered an employee of City. Notwithstanding the foregoing, Contractor agrees to indemnify and save harmless City and its officers, agents and employees from, and, if requested, shall defend them against any and all claims, losses, costs, damages, and expenses, including attorneys' fees, arising from this Section.

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

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

4.7 Reserved. (Liquidated Damages)

Article 5 Insurance and Indemnity

5.1 Insurance.

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

(a) Commercial General Liability Insurance with limits not less than \$10,000,000 each occurrence for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations. **Policy must include Abuse and Molestation coverage with limits not less than \$5,000,000 each occurrence.**

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

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

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

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

(f) Cyber and Privacy Insurance with limits of not less than \$2,000,000 per claim. Such insurance shall include coverage for liability arising from theft, dissemination, and/or use of confidential information, including but not limited to, bank and credit card account information or personal information, such as name, address, social security numbers, protected health information or other personally identifying information, stored or transmitted in any form.

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

(h) Reserved. (Pollution Liability Insurance).

5.1.2 Additional Insured Endorsements

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

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

5.1.3 Waiver of Subrogation Endorsements

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

5.1.4 Primary Insurance Endorsements

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

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

(c) Reserved. (The Pollution Liability Insurance).

5.1.5 Other Insurance Requirements

(a) Thirty (30) days' advance written notice shall be provided to the City of cancellation, intended non-renewal, or reduction in coverages, except for non-payment for which no less than ten (10) days' notice shall be provided to City. Notices shall be sent to the City email address: **insurance-contractsrm410@sfdph.org**.

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

should occurrences during the Agreement term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.

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

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

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

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

5.2 Indemnification.

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

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

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

Article 6 Liability of the Parties

6.1 **Liability of City.** CITY'S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE PAYMENT OF THE COMPENSATION PROVIDED FOR IN SECTION 3.3.1, "PAYMENT," OF THIS AGREEMENT. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT SHALL CITY BE LIABLE, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT, FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES PERFORMED IN CONNECTION WITH THIS AGREEMENT.

6.2 **Liability for Use of Equipment.** City shall not be liable for any damage to persons or property as a result of the use, misuse or failure of any equipment used by Contractor, or any of its subcontractors, or by any of their employees, even though such equipment is furnished, rented or loaned by City.

6.3 **Liability for Incidental and Consequential Damages.** Contractor shall be responsible for incidental and consequential damages resulting in whole or in part from Contractor's acts or omissions.

Article 7 Payment of Taxes

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

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

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

7.2.2 Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that the creation, extension, renewal, or assignment of this Agreement may result in a "change in ownership" for purposes of real property taxes, and therefore may result in a revaluation of any possessory interest created by this Agreement. Contractor accordingly agrees on behalf

of itself and its permitted successors and assigns to report on behalf of the City to the County Assessor the information required by Revenue and Taxation Code Section 480.5, as amended from time to time, and any successor provision.

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

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

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

Article 8 Termination and Default

8.1 Termination for Convenience

8.1.1 City shall have the option, in its sole discretion, to terminate this Agreement, at any time during the term hereof, for convenience and without cause. City shall exercise this option by giving Contractor written notice of termination. The notice shall specify the date on which termination shall become effective.

8.1.2 Upon receipt of the notice of termination, Contractor shall commence and perform, with diligence, all actions necessary on the part of Contractor to effect the termination of this Agreement on the date specified by City and to minimize the liability of Contractor and City to third parties as a result of termination. All such actions shall be subject to the prior approval of City. Such actions may include any or all of the following, without limitation:

- (a) Halting the performance of all Services under this Agreement on the date(s) and in the manner specified by City.
- (b) Terminating all existing orders and subcontracts, and not placing any further orders or subcontracts for materials, Services, equipment or other items.
- (c) At City's direction, assigning to City any or all of Contractor's right, title, and interest under the orders and subcontracts terminated. Upon such assignment, City shall have the right, in its sole discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.
- (d) Subject to City's approval, settling all outstanding liabilities and all claims arising out of the termination of orders and subcontracts.
- (e) Completing performance of any Services that City designates to be completed prior to the date of termination specified by City.

(f) Taking such action as may be necessary, or as the City may direct, for the protection and preservation of any property related to this Agreement which is in the possession of Contractor and in which City has or may acquire an interest.

8.1.3 Within 30 days after the specified termination date, Contractor shall submit to City an invoice, which shall set forth each of the following as a separate line item:

(a) The reasonable cost to Contractor, without profit, for all Services prior to the specified termination date, for which Services City has not already tendered payment. Reasonable costs may include a reasonable allowance for actual overhead, not to exceed a total of 10% of Contractor's direct costs for Services. Any overhead allowance shall be separately itemized. Contractor may also recover the reasonable cost of preparing the invoice.

(b) A reasonable allowance for profit on the cost of the Services described in the immediately preceding subsection (a), provided that Contractor can establish, to the satisfaction of City, that Contractor would have made a profit had all Services under this Agreement been completed, and provided further, that the profit allowed shall in no event exceed 5% of such cost.

(c) The reasonable cost to Contractor of handling material or equipment returned to the vendor, delivered to the City or otherwise disposed of as directed by the City.

(d) A deduction for the cost of materials to be retained by Contractor, amounts realized from the sale of materials and not otherwise recovered by or credited to City, and any other appropriate credits to City against the cost of the Services or other work.

8.1.4 In no event shall City be liable for costs incurred by Contractor or any of its subcontractors after the termination date specified by City, except for those costs specifically listed in Section 8.1.3. Such non-recoverable costs include, but are not limited to, anticipated profits on the Services under this Agreement, post-termination employee salaries, post-termination administrative expenses, post-termination overhead or unabsorbed overhead, attorneys' fees or other costs relating to the prosecution of a claim or lawsuit, prejudgment interest, or any other expense which is not reasonable or authorized under Section 8.1.3.

8.1.5 In arriving at the amount due to Contractor under this Section, City may deduct: (i) all payments previously made by City for Services covered by Contractor's final invoice; (ii) any claim which City may have against Contractor in connection with this Agreement; (iii) any invoiced costs or expenses excluded pursuant to the immediately preceding subsection 8.1.4; and (iv) in instances in which, in the opinion of the City, the cost of any Service performed under this Agreement is excessively high due to costs incurred to remedy or replace defective or rejected Services, the difference between the invoiced amount and City's estimate of the reasonable cost of performing the invoiced Services in compliance with the requirements of this Agreement.

8.1.6 City's payment obligation under this Section shall survive termination of this Agreement.

8.2 Termination for Default; Remedies.

8.2.1 Each of the following shall constitute an immediate event of default ("Event of Default") under this Agreement.

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

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

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

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

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

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

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

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

8.3 Non-Waiver of Rights. The omission by either Party at any time to enforce any default or right reserved to it, or to require performance of any of the terms, covenants, or provisions hereof by the other Party at the time designated, shall not be a waiver of any such default or right to which the Party is entitled, nor shall it in any way affect the right of the Party to enforce such provisions thereafter.

8.4 Rights and Duties upon Termination or Expiration.

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

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

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

Article 9 Rights In Deliverables

9.1 Ownership of Results. Any interest of Contractor or its subcontractors, in the Deliverables, including any drawings, plans, specifications, blueprints, studies, reports, memoranda, computation sheets, computer files and media or other documents prepared by Contractor or its subcontractors for the purposes of this Agreement, shall become the property of and will be transmitted to City. However, unless expressly prohibited elsewhere in this Agreement, Contractor may retain and use copies for reference and as documentation of its experience and capabilities.

9.2 Works for Hire. If, in connection with Services, Contractor or its subcontractors creates Deliverables including, without limitation, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, blueprints, source codes, or any other original works of authorship, whether in digital or any other format, such works of authorship shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in such works shall be the property of the City. If any Deliverables created by Contractor or its subcontractor(s) under this Agreement are ever determined not to be works for hire under U.S. law, Contractor hereby assigns all Contractor's copyrights to such Deliverables to the City, agrees to provide any material and execute any documents necessary to effectuate such assignment, and agrees to include a clause in every subcontract

imposing the same duties upon subcontractor(s). With City's prior written approval, Contractor and its subcontractor(s) may retain and use copies of such works for reference and as documentation of their respective experience and capabilities.

Article 10 Additional Requirements Incorporated by Reference

10.1 Laws Incorporated by Reference. The full text of the laws listed in this Article 10, including enforcement and penalty provisions, are incorporated by reference into this Agreement. The full text of the San Francisco Municipal Code provisions incorporated by reference in this Article and elsewhere in the Agreement ("Mandatory City Requirements") are available at http://www.amlegal.com/codes/client/san-francisco_ca/.

10.2 Conflict of Interest. By executing this Agreement, Contractor certifies that it does not know of any fact which constitutes a violation of Section 15.103 of the City's Charter; Article III, Chapter 2 of City's Campaign and Governmental Conduct Code; Title 9, Chapter 7 of the California Government Code (Section 87100 *et seq.*), or Title 1, Division 4, Chapter 1, Article 4 of the California Government Code (Section 1090 *et seq.*), and further agrees promptly to notify the City if it becomes aware of any such fact during the term of this Agreement.

10.3 Prohibition on Use of Public Funds for Political Activity. In performing the Services, Contractor shall comply with San Francisco Administrative Code Chapter 12G, which prohibits funds appropriated by the City for this Agreement from being expended to participate in, support, or attempt to influence any political campaign for a candidate or for a ballot measure. Contractor is subject to the enforcement and penalty provisions in Chapter 12G.

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

10.5 Nondiscrimination Requirements.

10.5.1 Nondiscrimination in Contracts. Contractor shall comply with the provisions of Chapters 12B and 12C of the San Francisco Administrative Code. Contractor shall incorporate by reference in all subcontracts the provisions of Sections 12B.2(a), 12B.2(c)-(k), and 12C.3 of the San Francisco Administrative Code and shall require all subcontractors to comply with such provisions. Contractor is subject to the enforcement and penalty provisions in Chapters 12B and 12C.

10.5.2 Nondiscrimination in the Provision of Employee Benefits. San Francisco Administrative Code 12B.2. Contractor does not as of the date of this Agreement, and will not during the term of this Agreement, in any of its operations in San Francisco, on real property owned by San Francisco, or where work is being performed for the City elsewhere in the United States, discriminate in the provision of employee benefits between employees with domestic partners and employees with spouses and/or between the domestic partners and spouses of such employees, subject to the conditions set forth in San Francisco Administrative Code Section 12B.2.

10.6 Local Business Enterprise and Non-Discrimination in Contracting Ordinance.

Contractor shall comply with all applicable provisions of Chapter 14B (“LBE Ordinance”). Contractor is subject to the enforcement and penalty provisions in Chapter 14B.

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

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

10.9 First Source Hiring Program. Contractor must comply with all of the provisions of the First Source Hiring Program, Chapter 83 of the San Francisco Administrative Code, that apply to this Agreement, and Contractor is subject to the enforcement and penalty provisions in Chapter 83.

10.10 Alcohol and Drug-Free Workplace. City reserves the right to deny access to, or require Contractor to remove from, City facilities personnel of any Contractor or subcontractor who City has reasonable grounds to believe has engaged in alcohol abuse or illegal drug activity which in any way impairs City’s ability to maintain safe work facilities or to protect the health and well-being of City employees and the general public. City shall have the right of final approval for the entry or re-entry of any such person previously denied access to, or removed from, City facilities. Illegal drug activity means possessing, furnishing, selling, offering, purchasing, using or being under the influence of illegal drugs or other controlled substances for which the individual lacks a valid prescription. Alcohol abuse means possessing, furnishing, selling, offering, or using alcoholic beverages, or being under the influence of alcohol.

Contractor agrees in the performance of this Agreement to maintain a drug-free workplace by notifying employees that unlawful drug use is prohibited and specifying what actions will be taken against employees for violations; establishing an on-going drug-free awareness program that includes employee notification and, as appropriate, rehabilitation. Contractor can comply with this requirement by implementing a drug-free workplace program that complies with the Federal Drug-Free Workplace Act of 1988 (41 U.S.C. § 701) [or California Drug-Free Workplace Act of 1990 Cal. Gov. Code, § 8350 et seq., if state funds involved].

10.11 Limitations on Contributions. By executing this Agreement, Contractor acknowledges 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.

10.12 Reserved. (Slavery Era Disclosure).

10.13 Working with Minors. In accordance with California Public Resources Code Section 5164, if Contractor, or any subcontractor, is providing services at a City park, playground, recreational center or beach, Contractor shall not hire, and shall prevent its subcontractors from hiring, any person for employment or a volunteer position in a position having supervisory or disciplinary authority over a minor if that person has been convicted of any offense listed in Public Resources Code Section 5164. In addition, if Contractor, or any subcontractor, is providing services to the City involving the supervision or discipline of minors or where Contractor, or any subcontractor, will be working with minors in an unaccompanied setting on more than an incidental or occasional basis, Contractor and any subcontractor shall comply with any and all applicable requirements under federal or state law mandating criminal history screening for such positions and/or prohibiting employment of certain persons including but not limited to California Penal Code Section 290.95. In the event of a conflict between this Section and Section 10.14, "Consideration of Criminal History in Hiring and Employment Decisions," of this Agreement, this Section shall control.

10.14 Consideration of Criminal History in Hiring and Employment Decisions.

10.14.1 Contractor agrees to comply fully with and be bound by all of the provisions of Chapter 12T, "City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions," of the San Francisco Administrative Code ("Chapter 12T"), including the remedies provided, and implementing regulations, as may be amended from time to time. The provisions of Chapter 12T are incorporated by reference and made a part of this Agreement as though fully set forth herein. The text of the Chapter 12T is available on the web at <http://sfgov.org/olse/fco>. Contractor is required to comply with all of the applicable provisions of 12T, irrespective of the listing of obligations in this Section. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 12T.

10.14.2 The requirements of Chapter 12T shall only apply to a Contractor's or Subcontractor's operations to the extent those operations are in furtherance of the performance of this Agreement, shall apply only to applicants and employees who would be or are performing work in furtherance of this Agreement, and shall apply when the physical location of the employment or prospective employment of an individual is wholly or substantially within the City of San Francisco. Chapter 12T shall not apply when the application in a particular context would conflict with federal or state law or with a requirement of a government agency implementing federal or state law.

10.15 Public Access to Nonprofit Records and Meetings. If Contractor receives a cumulative total per year of at least \$250,000 in City funds or City-administered funds and is a non-profit organization as defined in Chapter 12L of the San Francisco Administrative Code, Contractor must

comply with the City's Public Access to Nonprofit Records and Meetings requirements, as set forth in Chapter 12L of the San Francisco Administrative Code, including the remedies provided therein.

10.16 Food Service Waste Reduction Requirements. Contractor shall comply with the Food Service Waste Reduction Ordinance, as set forth in San Francisco Environment Code Chapter 16, including but not limited to the remedies for noncompliance provided therein.

10.17 Distribution of Beverages and Water.

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

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

10.18 Tropical Hardwood and Virgin Redwood Ban. Pursuant to San Francisco Environment Code Section 804(b), the City urges Contractor not to import, purchase, obtain, or use for any purpose, any tropical hardwood, tropical hardwood wood product, virgin redwood or virgin redwood wood product.

10.19 Reserved. (Preservative Treated Wood Products).

Article 11 General Provisions

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

To CITY:	Office of Contract Management and Compliance Department of Public Health 101 Grove Street, Room 410 San Francisco, California 94102	e-mail: Loan.Tran@sfdph.org
And:	Denise Williams CONTRACT DEVELOPMENT AND TECHNICAL ASSISTANCE 1380 HOWARD STREET, 5TH FLOOR SAN FRANCISCO, CA 94103	e-mail: denise.williams@sfdph.org
To CONTRACTOR:	EDGEWOOD CENTER FOR CHILDREN & FAMILIES 1801 VICENTE STREET SAN FRANCISCO, CA 94116	e-mail: lynnd@edgewood.org

Any notice of default must be sent by registered mail or other trackable overnight mail. Either Party may change the address to which notice is to be sent by giving written notice thereof to the other Party. If email notification is used, the sender must specify a receipt notice.

11.2 Compliance with Americans with Disabilities Act. Contractor shall provide the Services in a manner that complies with the Americans with Disabilities Act (ADA), including but not limited to Title II's program access requirements, and all other applicable federal, state and local disability rights legislation.

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

11.4 Sunshine Ordinance. Contractor acknowledges that this Agreement and all records related to its formation, Contractor's performance of Services, and City's payment are subject to the California Public Records Act, (California Government Code §6250 et. seq.), and the San Francisco Sunshine Ordinance, (San Francisco Administrative Code Chapter 67). Such records are subject to public inspection and copying unless exempt from disclosure under federal, state or local law.

11.5 Modification of this Agreement. This Agreement may not be modified, nor may compliance with any of its terms be waived, except as noted in Section 11.1, "Notices to Parties," regarding change in personnel or place, and except by written instrument executed and approved in the same manner as this Agreement. Contractor shall cooperate with Department to submit to the Director of CMD any amendment, modification, supplement or change order that would result in a cumulative increase of the original amount of this Agreement by more than 20% (CMD Contract Modification Form).

11.6 Dispute Resolution Procedure.

11.6.1 Negotiation; Alternative Dispute Resolution. The Parties will attempt in good faith to resolve any dispute or controversy arising out of or relating to the performance of services under this Agreement. If the Parties are unable to resolve the dispute, then, pursuant to San Francisco Administrative Code Section 21.36, Contractor may submit to the Contracting Officer a written request for administrative review and documentation of the Contractor's claim(s). Upon such request, the Contracting Officer shall promptly issue an administrative decision in writing, stating the reasons for the action taken and informing the Contractor of its right to judicial review. If agreed by both Parties in writing, disputes may be resolved by a mutually agreed-upon alternative dispute resolution process. If the Parties do not mutually agree to an alternative dispute resolution process or such efforts do not resolve the dispute, then either Party may pursue any remedy available under California law. The status of any dispute or controversy notwithstanding, Contractor shall proceed diligently with the performance of its obligations under this Agreement in accordance with the Agreement and the written directions of the City. Neither Party will be entitled to legal fees or costs for matters resolved under this Section.

11.6.2 Government Code Claim Requirement. No suit for money or damages may be brought against the City until a written claim therefor has been presented to and rejected by the City in conformity with the provisions of San Francisco Administrative Code Chapter 10 and California Government Code Section 900, et seq. Nothing set forth in this Agreement shall operate to toll, waive or excuse Contractor's compliance with the California Government Code Claim requirements set forth in San Francisco Administrative Code Chapter 10 and California Government Code Section 900, et seq.

11.6.3 Health and Human Service Contract Dispute Resolution Procedure. The Parties shall resolve disputes that have not been resolved administratively by other departmental remedies in accordance with the Dispute Resolution Procedure set forth in Appendix G incorporated herein by this reference.

11.7 Agreement Made in California; Venue. The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in San Francisco.

11.8 Construction. All paragraph captions are for reference only and shall not be considered in construing this Agreement.

11.9 Entire Agreement. This contract sets forth the entire Agreement between the Parties, and supersedes all other oral or written provisions. This Agreement may be modified only as provided in Section 11.5, "Modification of this Agreement."

11.10 Compliance with Laws. Contractor shall keep itself fully informed of the City's Charter, codes, ordinances and duly adopted rules and regulations of the City and of all state, and federal laws in

any manner affecting the performance of this Agreement, and must at all times comply with such local codes, ordinances, and regulations and all applicable laws as they may be amended from time to time.

11.11 Severability. Should the application of any provision of this Agreement to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (i) the validity of other provisions of this Agreement shall not be affected or impaired thereby, and (ii) such provision shall be enforced to the maximum extent possible so as to effect the intent of the Parties and shall be reformed without further action by the Parties to the extent necessary to make such provision valid and enforceable.

11.12 Cooperative Drafting. This Agreement has been drafted through a cooperative effort of City and Contractor, and both Parties have had an opportunity to have the Agreement reviewed and revised by legal counsel. No Party shall be considered the drafter of this Agreement, and no presumption or rule that an ambiguity shall be construed against the Party drafting the clause shall apply to the interpretation or enforcement of this Agreement.

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

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

11.15 California Attorney General's Registry of Charitable Trusts. If a Contractor is a non-profit entity, the Contractor represents that it is in good standing with the California Attorney General's Registry of Charitable Trusts and will remain in good standing during the term of this Agreement. Contractor shall immediately notify City of any change in its eligibility to perform under the Agreement. Upon City request, Contractor shall provide documentation demonstrating its compliance with applicable legal requirements. If Contractor will use any subcontractors to perform the Agreement, Contractor is responsible for ensuring they are also in compliance with the California Attorney General's Registry of Charitable Trusts at the time of contract execution and for the duration of the agreement. Any failure by Contractor or any subcontractors to remain in good standing with applicable requirements shall be a material breach of this Agreement.

11.16 Applicable Law. This Agreement will be governed by, construed, and enforced in accordance with the laws of the State of California and City's Charter. Any legal suit, action, or proceeding arising out of or relating to this Agreement shall be instituted in the Superior Court for the City and County of San Francisco, and each party agrees to the exclusive jurisdiction of such court in any such suit, action, or proceeding (excluding bankruptcy matters). The parties irrevocably and

unconditionally waive any objection to the laying of venue of any suit, action, or proceeding in such court and irrevocably waive and agree not to plead or claim that any suit, action, or proceeding brought in San Francisco Superior Court relating to this Agreement has been brought in an inconvenient forum. The Parties also unconditionally and irrevocably waive any right to remove any such suit, action, or proceeding to Federal Court.

Article 12 Department Specific Terms

12.1 Third Party Beneficiaries. No third parties are intended by the parties hereto to be third party beneficiaries under this Agreement, and no action to enforce the terms of this Agreement may be brought against either party by any person who is not a party hereto.

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

12.3 Certification Regarding Lobbying.

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

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

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

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

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

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

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

Article 13 Data and Security

13.1 Nondisclosure of Private, Proprietary or Confidential Information.

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

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

13.2 Payment Card Industry ("PCI") Requirements. Contractors providing services and products that handle, transmit or store cardholder data, are subject to the following requirements:

13.2.1 Applications shall be compliant with the Payment Application Data Security Standard (PA-DSS) and validated by a Payment Application Qualified Security Assessor (PA-QSA). A Contractor whose application has achieved PA-DSS certification must then be listed on the PCI Councils list of PA-DSS approved and validated payment applications.

13.2.2 Gateway providers shall have appropriate Payment Card Industry Data Security Standards (PCI DSS) certification as service providers (<https://www.pcisecuritystandards.org/index.shtml>). Compliance with the PCI DSS shall be achieved through a third party audit process. The Contractor shall comply with Visa Cardholder Information Security Program (CISP) and MasterCard Site Data Protection (SDP) programs.

13.2.3 For any Contractor that processes PIN Debit Cards, payment card devices supplied by Contractor shall be validated against the PCI Council PIN Transaction Security (PTS) program.

13.2.4 For items 13.2.1 to 13.2.3 above, Contractor shall provide a letter from their qualified security assessor (QSA) affirming their compliance and current PCI or PTS compliance certificate.

13.2.5 Contractor shall be responsible for furnishing City with an updated PCI compliance certificate 30 calendar days prior to its expiration.

13.2.6 Bank Accounts. Collections that represent funds belonging to the City and County of San Francisco shall be deposited, without detour to a third party's bank account, into a City and County of San Francisco bank account designated by the Office of the Treasurer and Tax Collector.

13.3 Business Associate Agreement. The parties acknowledge that City is a Covered Entity as defined in the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and is required to comply with the HIPAA Privacy Rule governing the access, use, disclosure, transmission, and storage of protected health information (PHI) and the Security Rule under the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("the HITECH Act").

The parties acknowledge that CONTRACTOR will:

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

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

- a. **Appendix E** SFDPH Business Associate Agreement (BAA) (v8/3/2022)
 1. SFDPH Attestation 1 PRIVACY (06-07-2017)
 2. SFDPH Attestation 2 DATA SECURITY (06-07-2017)

2. ☐ **NOT do any of the activities listed above in subsection 1;**

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

13.4 Management of City Data and Confidential Information.

13.4.1 Use of City Data and Confidential Information. Contractor agrees to hold City's Data received from, or collected on behalf of, the City, in strictest confidence. Contractor shall not use or disclose City's Data except as permitted or required by the Agreement or as otherwise authorized in writing by the City. Any work using, or sharing or storage of, City's Data outside the United States is subject to prior written authorization by the City. Access to City's Data must be strictly controlled and

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

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

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

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

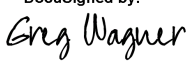
Article 14 MacBride And Signature

14.1 MacBride Principles - Northern Ireland. The provisions of San Francisco Administrative Code §12F are incorporated herein by this reference and made part of this Agreement. By signing this Agreement, Contractor confirms that Contractor has read and understood that the City urges companies doing business in Northern Ireland to resolve employment inequities and to abide by the MacBride Principles, and urges San Francisco companies to do business with corporations that abide by the MacBride Principles.

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

CITY

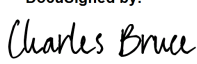
Recommended by:

DocuSigned by:

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Grant Colfax, MD
Director of Health
Department of Public Health

Approved as to Form:

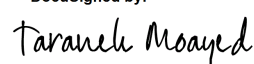
David Chiu
City Attorney

By: DocuSigned by:

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Charles Bruce
Deputy City Attorney

Approved:

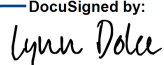
Sailaja Kurella
Director of the Office of Contract Administration and
Purchaser

By: DocuSigned by:

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Name: **Taraneh Moayed**

CONTRACTOR

Edgewood Center for Children & Families

DocuSigned by:

9B64EF472E284BC... 12/19/2023 | 1:51 PM PST

Lynn Dolce
Chief Executive Officer
1801 Vicente Street
San Francisco, CA 94116

Supplier ID: **0000020937**

Appendices

- | | | | |
|----|------------------------------------|----|--------------------|
| A: | Scope of Services | F: | Invoice(s) |
| B: | Calculation of Charges | G: | Dispute Resolution |
| C: | Reserved | | |
| D: | Data Access and Sharing Terms | | |
| E: | HIPAA Business Associate Agreement | | |

Appendix A

Scope of Services – DPH Behavioral Health Services

1. Terms

A. Contract Administrator:

In performing the Services hereunder, Contractor shall report to **Denise Williams**, 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 – Edgewood Hospital Diversion

Appendix A-1A – Edgewood Crisis Stabilization Unit

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: Edgewood Center for Children and Families**Program Name:** Hospital Diversion**Appendix A- 1****Funding Term:** 10/01/23 – 06/30/24**1. Identifiers:**

Program Name: Edgewood Hospital Diversion

Program Address, City, State, ZIP: 1801 Vicente Street, San Francisco, CA 94116

Telephone/FAX: (415) 681-3211/(415) 664-7094

Website Address: www.edgewood.org

Contractor Address, City, State, ZIP (if different from above): (same as above)

Executive Director/Program Director: Alyssa Kianidehkian, LMFT

Telephone: (415) 463-0030

Email Address: alyssaki@edgewood.org

Program Code(s) (if applicable):

- 8858H1 Program Code tracks the enrollment dates for the short-term residential stay of clients placed in Hospital Diversion.
- 8858H2 Program Code is used to bill the mental health services for clients placed in Hospital Diversion, Partial Hospitalization, and Intensive Outpatient services.

2. Nature of Document:
☒ Original ☐ Contract Amendment ☐ Revision to Program Budgets (RPB)
3. Goal Statement:

Edgewood's Hospital Diversion Program provides a continuum of care including Hospital Diversion (HD), Partial Hospitalization (PHP), and Intensive Outpatient (IOP) to stabilize youth experiencing acute stress or crisis, psychiatric, behavioral health and/or family problems. The HD Program further stabilizes youth symptoms to avoid psychiatric hospitalization and/or to provide a step-down from inpatient hospitalization or Edgewood's Crisis Stabilization Unit (CSU) providing skills development and family/caregiver support with the goal of returning the youth to a lower level of care.

4. Priority Population:

Edgewood welcomes and services all ethnicities and populations within San Francisco with focused expertise to meet the unique needs of children between the ages of 12 and 17 that are clinically appropriate for acute intensive treatment in a residential unlocked non-hospital setting.

5. Modality(s)/Intervention(s):**See instructions on the need and/or the use of these tables**

Units of Service (UOS) Description (add more rows if needed)	Units of Service (UOS)	Unduplicated Clients (UDC)
24-Hr Residential Other - Days 2 beds x 365 days = 730 UOS	730	30
24-Hr Residential Other - Days	93	10

Contractor Name: Edgewood Center for Children and Families**Program Name:** Hospital Diversion**Appendix A- 1****Funding Term:** 10/01/23 – 06/30/24

PHP/IOP 3 days/week x 31 weeks = 93 UOS		
Outpatient Behavioral Health Services – Hours 1.5 FTE x 40 hours/week x 48 weeks x 40% Level of Effort = 1,104 UOS	1,104	30
Outpatient Behavioral Health Services – Hours 1.5 FTE x 40 hours/week x 48 weeks x 36% Level of Effort = 662.40 UOS	662	30
Total UOS Delivered	2589	
Total UDC Served		30

6. Methodology:

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

A. Outreach, recruitment, promotion, and advertisement

Edgewood conducts outreach to local county departments, private insurance companies, police, emergency rooms and mental health practitioners to inform them of our current continuum of crisis services. Admissions into the Diversion program are planned.

Edgewood employs a variety of outreach strategies to build community and engage families in the services we offer. Utilizing networking systems such as ongoing meetings, email lists, social media postings, phone calls, and emails, established partners are contacted and notified of new or expanded services, available slots in services, and upcoming events and projects. Edgewood understands that it is important that staff and management attend and participate in county-wide events and committees to form relationships with other providers to ensure that the youth and families served by this program are provided the best opportunities for safety and stability. As a current contractor in San Francisco County, and the existing provider of CSU and HD services locally, Edgewood maintains the below strategies, including active presence in several collaborative forums, to ensure outreach, engagement and education of the services that are available for youth and families in crisis:

- Daily emails and outreach re: program capacity and openings to county system of care partners, local hospitals, commercial insurance representatives, STRTPs/residential settings, and community-based programs)
- School/District partnership & outreach meetings
 - o San Mateo Unified School District (monthly)
 - o San Francisco Unified School District (SFUSD) partnership & outreach meetings (2-3x/year)
 - o San Francisco Private School forum convenings with mental health counselors and support staff
- Seneca Mobile Response Team (MRT) collaboration (monthly)

Contractor Name: Edgewood Center for Children and Families**Appendix A- 1****Program Name:** Hospital Diversion**Funding Term:** 10/01/23 – 06/30/24

- Mobile community outreach conducted by program staff and leadership (ex: visiting local community-based organizations, community centers, Boys & Girls Clubs, YMCAs, etc. to drop materials and present information on services offered for youth in need)
- Taraval Police Department partnership & outreach (2x/year collaboration meetings minimum, invitations to campus events)
Hosting information booths at local community events (ex: SF PRIDE, Suicide Prevention Walks, etc.)

Edgewood maintains a workforce that is reflective of the diversity of the local labor market, at all levels of employment. We recruit and maintain a diverse staff that currently includes staff that can speak Spanish, French, Cantonese, Mandarin, Hindi, Farsi, Vietnamese, Gujarati, and Samoan. Edgewood staff are also diverse in gender, age, ethnicity, sexual orientation, religion, abilities and disabilities, and in many other respects. Edgewood is dedicated to building a multicultural agency which enlists the full participation of diverse communities.

Edgewood recruits for its various positions by posting at other agencies, junior colleges, colleges, undergraduate and graduate schools, cultural organizations, diverse job boards such as the National Association of Black Social Workers, various social networks, NAMI, and youth drop-in centers. A recruitment bonus is also offered to current staff and a pay differential for bilingual staff. Further, Edgewood works alongside recruitment firms to ensure we are seeking a diverse and experienced workforce to support our youth and families.

Edgewood has a career website that is accessible to all candidates. Our language is inclusive and clearly states our workplace efforts to provide diversity and inclusion for attracting the right candidates.

Edgewood also provides employees with vertical and horizontal career opportunities. We aim to make employees aware of internal growth opportunities and have an internal recruiting process in place. Internal mobility is extremely important for our retention efforts.

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

Enrollment in the HD Program is based upon a client's age, gender, ethnicity, culture, and type of problem, as those variables are considered in relationship to the existing population in the program under consideration. The HD Program shall consider the youth's needs and strengths as well as the likelihood that the youth will benefit from the program. HD, PHP, and IOP includes Lesbian, Gay, Bisexual, Transgender, and Queer/Questioning (LGBTQ) & Sexual Orientation, Gender Identity and Expression (SOGIE) youth. Once a referral is made to Edgewood, the steps to determine eligibility and gather information typically begin within 24 hours of initial contact with the referring party.

An acceptance of a referral for intake evaluation is not equivalent to admission into the program. The referring party, the family, or Edgewood may terminate the intake at any point should it become clear it would not be feasible to continue.

As part of Edgewood's continuum of care, Edgewood's Crisis Stabilization Unit (CSU) may also refer youth to HD as a step down to further stabilize symptoms and to avoid psychiatric hospitalization. Any such referral is complete with collaboration and approval from SFCBHS.

Contractor Name: Edgewood Center for Children and Families**Appendix A- 1****Program Name:** Hospital Diversion**Funding Term:** 10/01/23 – 06/30/24

When a referral appears to be appropriate for the HD Program, a request is made to the referring party and/or parent to forward all information that is pertinent to the services being requested including:

- Family and permanency history
- Prior placement history
- Mental health treatment history
- Psychological and psychiatric evaluation(s)
- Medical history
- Education records and individual educational plans (IEP's)
- Court reports
- Discharge summaries (from hospitalizations or other placements)

Pre-placement Visit & Interview: A member of the Intake Team conducts this meeting. During the visit the family is welcomed and informed that families are an integral component of successful treatment. Families are considered the experts of their lives and are viewed as partners by the treatment team. Edgewood recognizes that families who receive our help often have experienced challenging life circumstances, difficulty with previous providers, may distrust the system, and may struggle with relationships. Edgewood is committed to reducing the stigma and barriers associated with receiving treatment. Families are expected to participate in treatment. Edgewood staff will communicate this expectation with the knowledge that we may need to find a variety of ways to continually demonstrate how much Edgewood values family involvement. On occasion, because of the immediacy of placement need or geographic factors, a youth may be scheduled for admission without a pre-placement visit.

Admission Decision: After the visit, the information gathered during the admission process is reviewed by the multidisciplinary Intake Team (which includes the Director of Admissions, Director of Nursing, Acute Intensive Services (AIS) Director, Associate AIS Director, Clinical Supervisor, Milieu Managers or Non-Public School (NPS) Director). The Intake Team discusses the youth or youth's fit for the program and the capacity of the program to address and successfully assist the youth and family. Variables such as the current population, level of staff expertise and the physical environment are carefully considered. When indicated, additional psychological testing, psychiatric evaluation, or other necessary information is requested prior to a final decision to accept a youth or youth for treatment. The Intake Team decides and typically responds to referring agencies regarding acceptance or rejection of referral within one (1) business days. If a referral is denied, the reasons are documented on the referral tracker.

Placement in the HD Program is not appropriate for children and youth whose clinical presentation includes the following below.

- Physical, neurological, or mental health needs that are better served in a more specialized treatment or medical facility. Examples include:
 - o Children and youth with substance abuse disorders

Contractor Name: Edgewood Center for Children and Families**Appendix A- 1****Program Name:** Hospital Diversion**Funding Term:** 10/01/23 – 06/30/24

- o Pregnant youth or youth with babies at the time of entry
- o Children and youth with moderate to severe intellectual disability
- o Diabetic children and youth who are unable to self-monitor or who are not compliant with treatment
- o History of significant sexual predatory behavior
- o Chronic, active fire setting behavior
- o History of serious criminal behavior

Waiting List Policy: Edgewood Center strives to provide smooth and timely access to agency program services. On rare occasions, existing circumstances result in a temporary inability of a program to serve new referrals. When a referral to the Program has been deemed appropriate, yet there is a delay in the program's ability to have the child/youth enter, the Intake Department will provide the referral source a projected entrance date and/or offer to place the child/youth on a wait list. The wait list is maintained by the Intake Department. In general, potential clients are added to the list in ascending order from the earliest date of request for service to the most recent.

Tracking of Referrals: Edgewood's Intake Department maintains a referral tracker. This referral tracker logs each program referral that is made to Edgewood. It includes the following information: Date/time of referral, the client's name, age, identified gender, diagnosis, and the referral source. In addition, it includes the decision made by Edgewood about the acceptance or denial of clients, denial reason.

C. Service delivery model

The HD Program provides a continuum of care including Hospital Diversion (HD), Partial Hospitalization (PHP), and Intensive Outpatient (IOP) to stabilize youth experiencing acute stress or crisis, psychiatric, behavioral health and/or family problems. The HD Program further stabilizes youth symptoms to avoid psychiatric hospitalization and/or to provide a step-down from inpatient hospitalization or Edgewood's Crisis Stabilization Unit (CSU) providing skills development and family/caregiver support with the goal of returning the youth to a lower level of care.

The programs are designed to assess and stabilize a broad range of youth and family challenges including high-risk behavioral and emotional issues resulting in aggressive and/or self-harming behavior. In addition to a short-term stabilization service, Edgewood also offers diagnostic assessment and psychotropic medication evaluation and management, allowing youth to receive acute care outside the confines and cost of a locked inpatient unit. Youth and families are discharged from Edgewood's Diversion programs with a thorough and collaborative safety and treatment plan that concretely addresses safety concerns, referral needs and redeems hope and quality of life.

Upon entry to the HD Program, an initial screen is completed to assess the immediate needs of the youth. When indicated by the screen, additional assessment, referrals and follow up may be required. The initial screen is completed by the assigned intake staff. The initial screen includes the following:

- Risk Screen and Needs: Youth are screened for suicide risk, danger to self or others, exploitation, and sexual exploitation using the Columbia Suicide Severity Rating Scale (C-SSRS) and Child and Adolescent Needs and Strengths (CANS). If immediate need is identified, intervention is required, and staff follow the crisis response protocol.

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- **Pain Screen:** Youth are screened for pain. When indicated, referral for medical evaluation is made and follow-up may be required. All follow-up efforts are documented in the youth's chart.
- **Nutrition Screen:** Youth are screened for nutritional needs. When indicated, referral for nutritional evaluation is made and follow up may be required. All follow-up efforts are documented in the youth's chart.
- **Trauma Screen:** Youth are screened for trauma. When indicated, further assessment is initiated. Trauma continues to be assessed throughout the course of treatment. Interventions are documented in the youth's chart.

Using information gathered from the referral source, intake meeting, conversations with client, caregivers and external providers, the mental health clinician completes a comprehensive assessment following the youth's admission to the program. Upon completion of the assessment, the Needs and Services Plan (NSP) and Treatment/Care Plan is developed to address client needs. The primary goal of treatment is to provide intensive clinical and behavioral services to support a reduction in high-risk behaviors so that youth can return to their homes and their communities as quickly as possible. Edgewood's treatment team takes a trauma informed approach in dealing with issues of intergenerational complex trauma and community violence.

The HD (Residential) Program operates 24 hours per day, 7 days a week in one cottage on Edgewood's Vicente Campus located at 1801 Vicente Street in San Francisco. The residential program is licensed by the Department of Social Services Community Care Licensing as a Group Home with a capacity to serve up to 12 youth. The HD Program serves youth ages 12-17. This treatment intervention is anticipated to last approximately 14 days based on clinical and medical necessity and is contracted to provide two residential beds for San Francisco Community Behavioral Health Services (CBHS) and Family Mosaic Project (FMP).

When clinically indicated, in partnership with San Francisco Community Behavioral Health Services (CBHS), and as budget allows, HD youth may transition within our continuum (both step-up and down) to best meet the needs of the youth. To enhance treatment, the PHP Program operates from 3-6 hours per day, 5 days a week for a duration of 2-4 weeks while the IOP Program operates 3 hours per day, 3-5 days a week for a duration of 2-8 weeks. PHP and IOP services are offered in one cottage on Edgewood's Vicente Campus located at 1801 Vicente Street in San Francisco.

Our HD, PHP, and IOP Programs feature:

- Supervision, monitoring, and support to ensure safety after a mental health crisis.
- Strengths-based approach to promote resiliency.
- Family-focused treatment to increase communication and connection with all members of the youth's support system and join families together.
- Target the reduction of high-risk behaviors with emphasis on developing coping strategies and crisis management skills for youth and caregivers.
- Intensive group-based treatment focused on increasing therapeutic skills as well as promoting Holistic/Fully Body Wellness.

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- Work towards gradually re-integrating youth into their homes and communities and connecting families with appropriate community-based support (both therapeutic and recreational).
- Dialectical behavior therapy (DBT) informed programming. DBT is a modified type of cognitive behavioral therapy (CBT). Its main goals are to teach people how to live in the moment, develop healthy ways to cope with stress, regulate their emotions, and improve their relationships with others.
- A multi-disciplinary team of well-trained staff members who are committed to providing a safe, therapeutic environment for those who we serve. Team members include therapists, counselors (24/7), program managers, nurses, and psychiatrists. The program has also included support from family partners and nurse practitioners. (Youth enrolled in IOP are not assigned a psychiatrist/nurse practitioner).
- Therapeutic Programming
 - Therapeutic classroom Monday - Friday
 - Expressive Arts programming
 - Occupational therapy
 - Therapeutic recreation
 - Life skills/Social Skills activities
 - Mindfulness and Holistic Healing groups and activities
- Clinical/Medical Services (Specialty Mental Health Services including, but not limited to)
 - Comprehensive Assessment and Treatment Planning
 - Individual therapy (HD/PHP minimum 2x/week, IOP minimum 1x/week)
 - Family therapy (minimum 1x/week)
 - Group therapy, including DBT skills (minimum 2x/day)
 - Psychiatry assessment and treatment (HD/PHP only)
 - Case Management
 - Rehabilitation (daily)
 - Crisis Intervention (as needed)

Edgewood staff and leadership understand the importance of partner relationships in providing quality care to our children/youth and families. Referrals primarily come to us from comprehensive crisis, law enforcement, local schools, other residential and outpatient programs, and hospitals, so we focus considerable attention on effective communications with these agencies. We use several methods of communication with all parties involved in a child/youth crisis, and we consistently reach out to keep our contacts up-to-date and well-informed. We have made presentations to—and collaborate closely with—San Francisco private and public schools, local emergency rooms and hospital staff from CPMC, Kaiser, UCSF, and UCSF-ER (the source of a majority of our emergency room referrals). As issues emerge, we call or conduct in-person meetings—planned and unplanned—to respond to a sudden need, and to keep the relationship active and open.

D. Discharge Planning and exit criteria and process

The HD Program begins to address discharge planning at the onset of referral and intake in order to support a maximum length of stay of two weeks or less. Edgewood staff creates a flexible and responsive discharge transition plan with time frames and goals for community involvement, that is

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sensitive and relevant to the youth and family's identified culture. The plan is co-created with the youth and parent(s)/caregiver(s). We involve parents/caregivers in identifying strengths that can be used after discharge to help prevent a future crisis and support the client, and in identifying resources in the community (behavioral health providers, informal supports, family support organizations). The plan is defined by specific goals with measurable outcomes developed collaboratively by the youth, their parent(s)/caregiver(s), and their service provider(s). Discharge planning can include things like setting up outpatient appointments with step-down programs or clinics, setting up regular one-on-one therapy sessions with a school social worker, and enrolling clients in teen skills groups offered by local service providers. This process also involves preparing youth and families for the transition home, to an outside program, or to another Edgewood program like our PHP or IOP programs. Our PHP and IOP programs are located on the Vicente Campus and allow yet another step in the continuum of care to support youth pre/post crisis. They operate 3-5 days per week for a duration of 2-4 weeks and 2-8 weeks, offering highly structured and therapeutic programming.

E. Program staffing

Acute Intensive Services (AIS) Programs Director/Group Home Administrator is responsible for residential program on the Vicente campus and for the supervision of the Associate Director, Milieu Manager, Clinical Supervisor and provides oversight of budget, treatment philosophy, and coordination of care. The AIS Programs Director has a master's degree and clinical license and at least 2-6 years of experience in a mental health setting and is credentialed as a Licensed Marriage and Family Therapist (LMFT) with the county mental health plan. The AIS Programs Director is responsible for providing training, consultation, and oversight to the program and supervises the Clinical Supervisor. The position ensures the program adheres to all licensing requirements, is a liaison to Community Care Licensing (CCL) analyst, and reviews Incident Reports.

Associate Director of Acute Intensive Services (AIS) Programs is responsible for supervision of the Facility Managers and relief counselors, supports the Administrator, assists with CCL work, and is designated as the substitute when the Group Home Administrator is absent. The Associate Director has a high school diploma, associate degree, bachelor's degree, or master's degree and has at least 1-6 years of experience in a mental health setting. Staff are credentialed as a Mental Health Worker or Mental Health Rehab Specialist with the county mental health plan. The Associate Director reports to the AIS Programs Director and can be designated as a Facility Manager.

Milieu Manager is responsible for direct oversight of counselor/direct care staff and clients in their assigned cottage and is responsible for the overall functioning of the program. The Milieu Manager has a high school diploma, associate degree, bachelor's degree, or master's degree and has at least 1-6 years of experience in a mental health setting. Staff are credentialed as a Mental Health Worker or Mental Health Rehab Specialist with the county mental health plan. The Milieu Manager reports to the Director of Crisis Residential Services. The Milieu Manager can be designated as a Facility Manager. The number of positions supporting the HD Program is one (1). Additionally, there is a Milieu Manager position that supports the Partial Hospitalization Program (PHP) and Intensive Outpatient Program (IOP).

Counselor/Direct Care Staff is responsible for supervising clients and providing rehab services. The Counselor/Direct Care Staff has a high school diploma, associate degree, bachelor's degree, or master's degree and has at least 1-4 years of experience in a mental health setting. Staff are credentialed as a Mental Health Worker or Mental Health Rehab Specialist with the county mental

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health plan. The daytime Counselor/Direct Care Staff reports to the Milieu Manager and the relief Counselor/Direct Care Staff reports to the Associate Director. The number of positions supporting the HD Program is approximately 17 for a census of 12 clients HD and 12 clients PHP/IOP.

Facility Manager/Upnight Facility Manager is responsible for the supervision of staff and clients and is part of the crisis support team. Additionally, the Upnight Facility Manager is responsible for the after-hours supervision of the Upnight staff. The Facility Manager/Upnight Facility Manager has a high school diploma, associate degree, bachelor's degree, or master's degree and has at least 1-6 years of experience in a mental health setting. Staff are credentialed as a Mental Health Worker or Mental Health Rehab Specialist with the county mental health plan. The Facility Manager/Upnight Facility Manager reports to the Associate Director. The number of positions supporting the Program is approximately 5 for a census of 12 clients in HD (and 12 clients in PHP/IOP).

Upnight Counselor/Direct Care Staff is responsible for supervising clients and providing rehab services. The Counselor/Direct Care Staff has a high school diploma, associate degree, bachelor's degree, or master's degree and has at least 1-4 years of experience in a mental health setting. Staff are credentialed as a Mental Health Worker or Mental Health Rehab Specialist with the county mental health plan. The Upnight Counselor/Direct Care Staff reports to the Upnight Facility Manager. The number of positions supporting the Program is approximately 6 for a census of 12 clients in HD (and 12 clients in PHP/IOP).

Clinical Supervisor is responsible for overseeing the clinical team and provides individual and group supervision to Therapists and Care Managers. The Clinical Supervisor is a licensed clinician with the Board of Behavioral Sciences. The Clinical Supervisor has a master's degree or doctorate and has at least 2 years of licensed experience in a mental health setting. Staff are credentialed as a Licensed Practitioner of the Healing Arts with the county mental health plan. The Clinical Supervisor reports to the Clinical Director. The number of positions supporting the Program is 2.

Nursing Director and Registered Nurses are responsible for providing basic medical care, administers medication, schedules all outside medical appointments. The Registered Nurses and Nursing Director are licensed registered nurses with the Board of Registered Nursing. The Nursing Staff/Registered Nurse has bachelor's degree or master's degree and are credentialed as a Registered Nurse with the county mental health plan. The Registered Nurse reports to the Nursing Director who reports to the Medical Director. The number of positions supporting the Program is 4 (1 Nursing Director, 3 RNs).

Medical Director is responsible for overseeing the medical services related to the Residential Program including medical and psychiatric services. The Medical Director is certified through the Medical Board of California and supervises the Nurse Practitioner and Director of Nursing. The Medical Director is credentialed as a Physician with the county mental health plan. The Medical Director reports to the Chief Executive Officer.

Clinician/Care Manager is responsible for providing case management, individual, family, and group therapy and is responsible for scheduling individual activities for youth. The Therapist and Care Manager is a registered, licensed, or waived clinician with the Board of Behavioral Sciences. The Clinician/Care Manager has a master's degree or doctorate and has at least 1-2 years of experience in a mental health setting. Staff are credentialed as a Licensed Practitioner of the Healing Arts with the county mental health plan. The Clinician/Care Manager reports to the Clinical Supervisor. The

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number of positions supporting the HD Program is 4 (with an additional 3 positions supporting PHP/IOP).

HD Ancillary Support Position Descriptions

Director of Admissions is responsible for overseeing the intake department, screening referrals, marketing/outreach of the program and completing intakes for the Residential Program. The Admissions Director provides direct oversight to the Intake Clinician, Intake Coordinator and Admissions Coordinator. The Admissions Director has a high school diploma, associate degree, bachelor's degree, or master's degree and has at least 1-6 years of experience in a mental health setting. Staff are credentialed as a Mental Health Worker or Mental Health Rehab Specialist with the county mental health plan. The Admissions Director reports to the Regional Director.

Intake Coordinator provides administrative support to the intake department by processing paperwork, entering data, responding to inquiries and developing systems to ensure that the department is running smoothly. The Intake Coordinator may have a high school diploma, associate degree, bachelor's degree, or master's degree. Staff are credentialed as administrative staff with the county mental health plan. The Intake Coordinator reports to the Director of Admissions.

F. Vouchers

N/A

7. Objectives and Measurements:

All objectives, and descriptions of how objectives will be measured, are contained in the document entitled Children, Youth, and Families Performance Objectives FY23-24.

8. Continuous Quality Improvement:

Quality Assurance and Improvement (QAI) is a continuous process and occurs across all programs, services, and departments. The responsibility of QAI is shared between direct care providers, supervisors, directors, and Quality Management (QM) staff. QM staff work closely with providers and supervisors around areas of documentation, HIPAA, confidentiality, special incidents, client grievances, as well as any other issues or concerns that impact the environment of continuous quality improvement.

Leadership, Program teams and QM staff review and analyze client satisfaction results, outcome data, program productivity, critical incidents, environment of care, delivery of culturally competent services to identify areas for improvement and inform changes in agency practice. Through quality improvement activities such as program review, areas for improvement are identified. QA staff provide timely feedback directly to program staff and managers on areas to correct and improve. QA staff identify patterns in documentation and practice and follow up with managers to develop a plan of correction, as needed. Corrective plans are reviewed and monitored until desired results occur. Continuous follow-up is required to maintain improved levels.

The QA team consists of the Head of Quality Management and Privacy, an Associate Director of Quality Management, two Quality Assurance Managers and two Quality Assurance Administrative Coordinators that support programs across the agency. The QA team supports and monitors the following list of QA activities that are currently in place:

1. Achievement of contract performance objectives and productivity

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- Program Managers review productivity data with direct service providers (staff) weekly and monitor against stated expectations. During these meetings, they trouble shoot low census numbers, client engagement, caseloads assignments, discharging planning, etc. to ensure that direct service providers are working towards meeting their productivity.
 - Program Leadership and Finance Team review program productivity data monthly and develop action plans based on the data.
 - QM staff and Program Teams review contract performance objectives annually and develop action plans based on the data. Evidence of monitoring and completion of corrective plan is maintained in the electronic compliance binder.
 - Corrective plans may include staff training, increased oversight by supervisors and QM staff support, and tracking of data to measure progress over time.
2. Quality of documentation, including a description of the frequency and scope of internal chart audits
- Initial documentation training is provided during New Hire Orientation. Managers provide ongoing supervision and support in gaining competency with documentation with documentation standards. QM staff also review staff documentation and provide ongoing training and support, as needed, in either face-to-face or online formats.
 - All staff receive regular supervision. Individual supervisors are responsible for reviewing documentation (assessments, CANS, treatment plans, progress notes, and all other relevant paperwork) for accuracy and adherence to all Medi-Cal and agency documentation standards. In addition to initial review by supervisors, QM staff also performs QM level review of documentation. QM staff review paperwork completion, timeliness, and compliance with all internal and external documentation expectations. QM staff work collaboratively with supervisors to provide feedback and track errors/improvement requests until completion.
 - Chart review is ongoing. QM staff audit client documentation for technical and clinical accuracy. Documentation reviews occur withing 60 days of admission, every 6 months from admission, at discharge and during the note review process. Program Staff, Supervisors, and QA Staff use a standardized documentation checklist to track documentation compliance requirement to audit documentation. Chart review may also occur upon staff transitions (departures, transfers, staff change, etc.) to ensure completion of the client record and to coordinate a smooth transition to a new service provider. Chart review may also be triggered because of findings in a program review or when regular QM review of documents reveals a pattern of concern. Errors are tracked and corrected.
- QM staff review client documentation including assessments, CANS, care plans/treatment plans, progress notes, authorizations, and all other relevant paperwork. Client diagnosis, supporting rationale, impairment criteria and linkage to goals/objectives, effectiveness of interventions provided. Progress notes are also reviewed for technical errors as well as clinical relevance to treatment outlined in the service plan.
- Depending on the severity of the deficiencies, this may trigger an improvement plan for the staff or program, which may include additional training or oversight by QM staff.
3. Cultural Competency of staff and services
- Program Managers and direct service providers (staff) participate in weekly supervision to identify and address issues of culture and diversity. Factors that could impact treatment are addressed by the team. Edgewood programs make every effort to employ staff from diverse

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backgrounds with language capabilities to serve clients in their preferred languages. Edgewood contracts with Language Back for translation services. When staff are not able to meet the language needs of the client/family, staff contact the Language Bank services for translation services.

- Additionally, staff training needs are communicated to the training department and may be added to the training calendar. All staff participate in mandatory annual Cultural Competency Training.

4. Satisfaction with services

- Edgewood programs participate in the SF CBHS consumer perception survey process twice a year. Findings from client satisfaction surveys and program performance objectives are reviewed bi-annually by program staff and agency leadership. Information is analyzed and areas for improvement are identified. In areas that fall below expected results, corrective plans are implemented, and activities are monitored until desired results occur. Continuous follow-up is required to maintain improved levels.
- Edgewood programs have also implemented their own Satisfaction Survey. QM and Program Teams review data annually at the end of the fiscal year and identify areas for improvement. Corrective actions are monitored until completed.

5. Timely completion and use of outcome data, including CANS and/or ANSA data

- Client paperwork timelines are tracked upon admission. Direct service providers (staff) receive regular notification of documentation timelines and requirements. Paperwork timeliness and use of CANS is reviewed during the PURCQ process every six months. CANS items and identified needs are reviewed to confirm that prioritized needs are being addressed and clients are making progress towards established goals and objectives. QM staff support the process by reviewing completion of paperwork within required timelines.

9. Required Language: N/A

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

Contractor Name: Edgewood Center for Children and Families**Appendix A- 1A****Program Name: Edgewood Crisis Stabilization Unit****Funding Term: 10/01/23 – 06/30/24****1. Identifiers:**

Program Name: Edgewood Crisis Stabilization Unit

Program Address, City, State, ZIP: 2681 28th Avenue, San Francisco, CA 94116

Telephone/FAX: (415) 682-3278/(415) 664-7094

Website Address: www.edgewood.orgContractor Address, City, State, ZIP **(if different from above)**: (same as above)

Executive Director/Program Director: Justine King, LMFT, LPCC

Telephone: (415) 650-7876

Email Address: jeking@edgewood.orgProgram Code(s) **(if applicable)**:

- 3898CS

2. Nature of Document:
☒ Original ☐ Contract Amendment ☐ Revision to Program Budgets (RPB)
3. Goal Statement:

The Crisis Stabilization Unit (CSU) offers an intensive service for psychiatric crisis assessment, mental health crisis stabilization, acute intervention, and safety and discharge planning. The goal of this intensive level of care is to prevent inpatient psychiatric hospitalization and assessment in Emergency Departments or the larger community, as well as to stabilize symptoms and continue skills development while providing family/caregiver support. The CSU identifies appropriate community support services and supports linkage to these referrals.

4. Priority Population:

Edgewood welcomes and services all ethnicities and populations within San Francisco with focused expertise to meet the unique needs of children between the ages of 6 and 17 that are clinically and medically appropriate for crisis stabilization in an unlocked, family-friendly setting.

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

See instructions on the need and/or the use of these tables

Units of Service (UOS) Description (add more rows if needed)	Units of Service (UOS)	Unduplicated Clients (UDC)
DS-Crisis Stab Urgent Care - Hours 365 days x 20 hours = 7,300 UOS	7,300	80
Total UOS Delivered	7,300	

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Total UDC Served		80
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6. Methodology:

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

A. Outreach, recruitment, promotion, and advertisement

Edgewood employs a variety of outreach strategies to build community and engage families in the services we offer. Our established networking systems include consistent and prescheduled meetings, email lists, social media posts, and phone calls/zoom meetings. We ensure to contact and notify our established partners about new, or expanded services, available services slots, and upcoming events and pilot projects. The Edgewood team understands that it is important that staff and management attend and participate in county-wide events and committees to form, maintain, and nurture relationships with other providers to ensure that the youth and families served by this program are provided the best opportunities for safety and stability. As a current contractor in San Francisco County, and the existing local provider of CSU services, Edgewood uses the strategies, including active presence in several collaborative forums, to ensure outreach, engagement and descriptions of the services are available for youth and families in crisis:

- Daily emails and outreach re: program capacity and openings to county system of care partners, local hospitals, commercial insurance representatives, group home and residential settings, as well as outpatient and community-based programs
- School/District partnership & outreach meetings
 - San Francisco Unified School District (SFUSD) partnership & outreach meetings (2-3x/year)
 - San Francisco Private School forum convenings with mental health counselors and support staff
 - San Mateo Unified School District (monthly)
- Seneca Mobile Response Team (MRT) collaboration (monthly)
- Mobile, in person community outreach conducted by program staff and leadership (ex: visiting local community-based organizations, community centers, Boys & Girls Clubs, YMCAs, etc. to attend staff meetings, drop materials and present information on services offered for youth in need)
- Taraval Police Department partnership & outreach (2x/year collaboration meetings minimum, invitations to campus events)
- Hosting information booths at local community events (ex: SF PRIDE, Suicide Prevention Walks, etc.)
- UCSF Behavioral Emergency Response Team (BERT)- monthly
- Hosting the partners listed above and other community agencies for walk-through tours and informational visits regarding CSU services.

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Edgewood maintains a workforce that is reflective of the diversity of the local labor market, at all levels of employment. We recruit and maintain a diverse staff that currently includes staff that can speak Spanish, French, Cantonese, Mandarin, Hindi, Farsi, Vietnamese, Gujarati, and Samoan. Edgewood staff are also diverse in gender, age, ethnicity, sexual orientation, religion, abilities and disabilities, and in many other respects. Edgewood is dedicated to building a multicultural agency which enlists the full participation of diverse communities.

Edgewood recruits for its various positions by posting at other agencies, junior colleges, colleges, undergraduate and graduate schools, cultural organizations, diverse job boards such as the National Association of Black Social Workers, various social networks, NAMI, and youth drop-in centers. A recruitment bonus is also offered to current staff and a pay differential for bilingual staff. Further, Edgewood works alongside recruitment firms to ensure we are seeking a diverse and experienced workforce to support our youth and families.

Edgewood has a career website that is accessible to all candidates. Our language is inclusive and clearly states our workplace efforts to provide diversity and inclusion for attracting the right candidates.

Edgewood also provides employees with vertical and horizontal career opportunities. We aim to make employees aware of internal growth opportunities and have an internal recruiting process in place. Internal mobility is extremely important for our retention efforts.

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

Youth are admitted to the CSU on an emergency basis. Admissions occur 24/7. Youth must be able to Walk, Eat, Talk and Toilet (WETT Criteria) independently to meet admission criteria. The Edgewood CSU provides specialty mental health services lasting less than 24 hours, to or on behalf of, medically stable client for a crisis condition that requires a timelier response than a regularly scheduled visit. Edgewood's CSU is not a primary healthcare specialty services provider. Clients shall be medically stable before admission. This includes the ability to Walk (transfer independently); Eat (not suffering from an active eating disorder and can eat independently); Talk (participate in and benefit from assessment and mental health treatment interventions); and Toilet (independently attend to elimination and hygiene needs). Although clients with autism, mental retardation, epilepsy, or other developmental disorders, alcoholism, other drug abuse, or repeated antisocial behavior can present as danger to self, danger to others and grave disabled, these conditions are not by themselves a mental disorder that qualifies for admission to the CSU.

Clients with a low baseline of functioning e.g., autism or intellectual developmental delay, may qualify for admission if significant distress or impairment due to a co-occurring mental disorder order causes the disability as long as the client can meet WETT criteria.

Exclusionary Criteria- we are not able to admit any youth who, in the judgment of staff or a consulting professional:

- Are insulin dependent
- Exhibits behavior dangerous to self or to others that is unable to be managed on the unit.
- Requires an immediate medical evaluation or medical care in a hospital facility. (Examples of this could be: ingesting drugs and alcohol prior to arrival at the CSU that need a higher level of monitoring, reports of ingesting medications in a manner not prescribed, recent injury to the head, significant self-harm injuries i.e.: cutting, burning.

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We accept clients who are voluntary walk-ins, referred by schools, brought in by law enforcement or ambulance, transfers from local emergency rooms, and referred by the San Francisco Department of Public Health Comprehensive Crisis Services and private insurance call centers. Edgewood's CSU is the San Francisco County Child and Adolescent WIC 5151 receiving and assessment center.

All are medically cleared before being admitted to the program. Any youth who is not able to be medically cleared by the CSU is referred to the hospital and provided a form to be given to medical staff to be completed for medical clearance and are eligible for assessment after clearance.

Once medically cleared, the Administrator On-Call will approve admission to the program. The Administrator On-Call will only accept for treatment those youth who have identified care, treatment and service needs that the program can safely meet in less than 24 hours.

Upon admission, CSU staff initiate the informed consent process. Consistent with Edgewood and WIC 5585's value of family involvement, staff shall attempt to obtain consent from the legal guardian as soon as possible. If there is no legal guardian available to sign for consent, a client 12 years or older may be admitted under Minor Consent for Treatment (Family Code §6924).

At the parent/guardian/client request, if the parent(s)/guardian(s)/client primary language is a language other than English, interpreter services will be made available in their primary language. If the guardian or client exhibit a lack of understanding regarding the intake forms and/or process, all information will be explained to them in a manner that facilitates their understanding of the intake forms.

C. Service delivery model

The CSU is an unlocked, mental health specialty program for medically stable youth ages 6 to 17 years (at times serving children aged 5, when appropriate and approved). The program is located at 2681 28th Ave. in San Francisco, CA 94116. The CSU also functions as the San Francisco County Receiving Center WIC (Welfare and Institutions Code) 5151 for youth who are placed on a WIC 5150/5585.5 civil commitment hold in San Francisco County. The CSU provides services 24/7/365. The CSU may serve up to a maximum of four (4) clients at a time.

Crisis stabilization is a service lasting less than 24 hours, to or on behalf of a beneficiary for a condition that requires more timely response than a regularly scheduled visit. For clients admitted to the CSU, it is expected that the program will not provide crisis stabilization services longer than 23 hours and 59 minutes. When a client is admitted to the CSU, their admission time is documented on the client log. Staff log each hour the client receives crisis stabilization services to ensure that services stay within the timeline and then document discharge time when the client is discharged from the program. From the inception of services, CSU staff works to stabilize the client and develop an aftercare plan to discharge the client within the service timeline. CSU staff document efforts at discharge planning in the client record.

Occasionally, the CSU may be unable to discharge a client within the timelines. This may be due to challenges with identifying a discharge placement (e.g.: no vacant hospital beds, caregiver refusal to pick up client, etc.). When this occurs, CSU staff document all efforts made to safely discharge the client to the appropriate level of care. Activities may include calls to locate a hospital bed, problem solving with caregiver(s), or notifying Human Services Agency (HSA) Family and Children's Services (FCS) when needed. The Milieu Manger reviews the client log for accuracy of

Contractor Name: Edgewood Center for Children and Families**Appendix A- 1A****Program Name: Edgewood Crisis Stabilization Unit****Funding Term: 10/01/23 – 06/30/24**

admit and discharge times and the Clinical Supervisor reviews the progress note(s) to ensure that challenges and efforts at discharge planning were documented.

Crisis stabilization claiming is based on hours of service provided to, or on behalf of the client. The maximum number of hours claimable for Crisis Stabilization in a 24-hour period shall be 20 hours in accordance with Title 9, Div.1, § 1840.368. When a client is admitted to the CSU, their admission time is documented on the client log. Staff log each hour the client receives crisis stabilization services and documents the mental health interventions provided e.g. assessment, collateral, crisis intervention, therapy, medication support services and case management. When the client is discharged, the Milieu Manger reviews the client log to confirm billable hours.

Our 24-hour Crisis Stabilization Unit (CSU) offers a wide range of services including:

- Comprehensive psychiatric evaluation and risk assessment
- Medical screening
- Collaborative treatment planning with an individualized, strength-based, recovery model
- Crisis stabilization and prevention
- Therapeutic and counseling interventions
- Coping skills building and safety planning
- Parent and guardian support and education
- 24/7 nursing support
- Medication evaluation and support
- Discharge planning, including linkage with community supports and services

The CSU's multidisciplinary team takes a strength-based approach with families and other involved professionals to promote safety, assess and teach skills and to develop a realistic treatment plan so that youth can return to their families.

Our staff are trained in a variety of evidence-based practices, including Trauma-Focused Cognitive Behavior Therapy (TF-CBT), Dialectical Behavior Therapy (DBT), Solution-Focused Therapy, and Collaborative Problem-Solving Therapy. Our staff have also received training in Handle with Care, which details verbal and physical de-escalation techniques, and teaches staff how to initiate a physical hold of a client to ensure safety.

If the client is unable to stabilize and return to a community setting, the client may be referred to Edgewood's residential Hospital Diversion (HD) program. In the event the HD program is not the most appropriate (e.g.: client/family decline, client is too young) and/or when there are no other services in place/the youth is on a waitlist, Edgewood will explore other options with Child Crisis. This recommendation is made in partnership with and is reviewed and approved on a case-by-case basis. If the level of imminent danger to self or others, or the gravity of disabling conditions is deemed to require a locked setting, a WIC 5585 is initiated, and the client may be transferred to an inpatient psychiatric facility.

D. Discharge Planning and exit criteria and process

Contractor Name: Edgewood Center for Children and Families
Program Name: Edgewood Crisis Stabilization Unit

Appendix A- 1A
Funding Term: 10/01/23 – 06/30/24

A preliminary plan is developed after initial assessment is completed within the youth's first four hours while on the unit. CSU staff will attempt to reach all providers and school supports as well as relevant adults in the youth's life to gather and share information to support the client. Youth spend time engaging with CSU staff, review their crisis and identify skills they can use upon discharge. Youth are discharged either: a) when they have been stabilized and an appropriate aftercare service plan has been agreed upon with the caregiver, or b) when a client meets medical necessity criteria for hospitalization and is discharged to a higher level of care. The CSU Family Partner can provide follow-up support calls and help counsel the caregiver and answer questions related to their child's treatment.

The CSU begins to address discharge planning at the onset of referral and intake and operates from a recovery model. Rather than merely treating or managing symptoms, this model focuses on building resilience by supporting (as opposed to "pathologizing") individuals experiencing a psycho-emotional crisis; viewing the crisis as an opportunity for positive change; and supporting individuals' and families' agency in finding realistic solutions to challenges.

CSU staff work with clients to create discharge plans that will allow them to experience success and improved wellbeing in the least restrictive environment. All CSU clients receive individualized mental health interventions, including the development of a client-driven Safety Plan and Discharge/Aftercare Plan. In addition, clients receive a face-to-face assessment by a CSU clinician prior to discharge to the community. CSU staff then facilitates an aftercare planning family session with the client and the parent/caregiver. Prior to discharge, client and parent/caregiver identify and address barriers to implementing the Safety Plan and Aftercare Plan, which includes initiating or linking clients to their behavioral health care provider network and other services for follow-up.

CSU currently can refer clients to a variety of programs including, but not limited to, Edgewood's Hospital Diversion Program, Seneca's Mobile Response Team, and Comprehensive Child Crisis services.

A centralized WIC 5151/5585 Receiving Center and Crisis Stabilization Unit ensures that youth with mental disorders in San Francisco are not unnecessarily hospitalized and that they receive services in the least restrictive level of care to prevent and mitigate long-term disability. If the client's WIC 5585 hold is upheld or if a WIC 5585 hold is initiated, the client is transferred to a 72-hour LPS facility for further evaluation and treatment. If the WIC 5585 is not upheld, the client is diverted from hospitalization and connected to community resources. The primary focus of the CSU, for clients who are not in need of an inpatient psychiatric hospitalization, is ongoing assessment, crisis intervention, crisis stabilization, safety planning, and aftercare and discharge planning (WIC 5585.57). Upon discharge, client and their caregiver are referred to their health care network providers and/or other appropriate specialized community providers for follow-up services.

E. Program staffing

Edgewood's current CSU staffing model consists of a multidisciplinary team comprised of clinical leaders, nurses, clinicians, and counselors who provide 24/7 care. Ancillary support is also provided by Edgewood's administrative and intake departments. CSU language capacity includes staff who speak Spanish, Russian, Tagalog, and Cantonese. Edgewood also uses contract translating services as necessary for languages that are not covered by our staff (e.g. The Language

Contractor Name: Edgewood Center for Children and Families**Appendix A- 1A****Program Name: Edgewood Crisis Stabilization Unit****Funding Term: 10/01/23 – 06/30/24**

Bank and Certified Languages International, TDD etc.).

CSU Staff Position Descriptions:

Director, Crisis Stabilization Unit leads and manages all clinical systems and operations of crisis stabilization and assessment services, including clinical interventions for children/youth and families and consultation for disposition decisions and referrals. The Director provides supervision and training for program clinicians, contributes to the development of crisis systems and program policies and procedures to ensure they meet professional standards and regulatory requirements, and conducts ongoing clinical quality management and improvement activities to enhance the coordination, communication, and documentation of services. The Director also manages all aspects of the budget, works with Edgewood's Advancement Department to support program development, marketing and outreach efforts and fundraising goals.

Clinical Supervisor/Manager is responsible for overseeing the clinical team and provides individual and group supervision to Clinicians. The Clinical Supervisor is a licensed clinician with the Board of Behavioral Sciences.

Psychiatrist/Medical Director (physician) is available and on-call at all times for the provision of those crisis stabilization services that may only be provided by a physician and will be on site for designated periods throughout the week. The psychiatrist provides medication support services and may prescribe and administer medication to clients in the CSU.

Psychiatric Nurse Practitioner under the direction of the psychiatrist (physician) may provide consultation and support to the Registered Nurses and mental health staff in the CSU.

Registered Nurse At a minimum, there shall be a ratio of at least one registered nurse on-site for each 4 clients receiving crisis stabilization services at any given time. Under the direction of the psychiatrist (physician), the registered nurse provides medication support services and may administer medication to clients in the CSU. The registered nurse is responsible for completing the physical assessment.

Licensed, Registered, or Waivered Mental Health Clinician At a minimum, there shall be a ratio of at least one licensed, registered, or waived mental health clinician on-site for each 4 clients receiving crisis stabilization services at any given time. The mental health clinician is responsible for completing the mental health assessment and determining the client's diagnosis.

Crisis Counselor performs various activities while the client is placed in the CSU. The counselor assists with the intake process and may provide collateral, safety/crisis support, and case management services. The counselor observes and monitors clients for symptoms related to their mental health diagnosis and crisis. The counselor also provides additional staffing in the event that additional supportive interventions are needed. The counselor supports the client with activities of daily living while the client is in the CSU.

Family Partner is responsible for providing support to families/caregivers, offering resources/referrals to community agencies, providing follow-up support per request, and offering support during the intake and discharge process. Family Partners are also uniquely qualified for the position given their own lived experience as a caregiver to a child who has been a consumer of behavioral health, social services, and/or other systems of care. Staff are credentialed as a Mental Health Worker or Mental Health Rehab Specialist with the county mental health plan.

Contractor Name: Edgewood Center for Children and Families**Appendix A- 1A****Program Name: Edgewood Crisis Stabilization Unit****Funding Term: 10/01/23 – 06/30/24**

Milieu Manager is responsible for direct oversight of counselor/direct care staff and clients in the CSU and is responsible for the overall functioning of the program.

Administrator On-Calls are licensed clinicians proficient in providing and triaging crisis care for children/youth. Onsite staff determine a client's disposition in consultation with the CSU Administrator On-Call.

Mental Health Admin/Billing Coordinator is responsible for supporting with intake process and billing coordination.

F. Vouchers

N/A

7. Objectives and Measurements:

All objectives, and descriptions of how objectives will be measured, are contained in the document entitled Children, Youth, and Families Performance Objectives FY22-23.

8. Continuous Quality Improvement:

Quality Assurance and Improvement (QAI) is a continuous process and occurs across all programs, services, and departments. The responsibility of QAI is shared between direct care providers, supervisors, directors, and Quality Management (QM) staff. QM staff work closely with providers and supervisors around areas of documentation, HIPAA, confidentiality, special incidents, client grievances, as well as any other issues or concerns that impact the environment of continuous quality improvement.

Leadership, Program teams and QM staff review and analyze client satisfaction results, outcome data, program productivity, critical incidents, environment of care, delivery of culturally competent services to identify areas for improvement and inform changes in agency practice. Through quality improvement activities such as program review, areas for improvement are identified. QA staff provide timely feedback directly to program staff and managers on areas to correct and improve. QA staff identify patterns in documentation and practice and follow up with managers to develop a plan of correction, as needed. Corrective plans are reviewed and monitored until desired results occur. Continuous follow-up is required to maintain improved levels.

The QA team consists of the Head of Quality Management and Privacy, an Associate Director of Quality Management, two Quality Assurance Managers and two Quality Assurance Administrative Coordinators that support programs across the agency. The QA team supports and monitors the following list of QA activities that are currently in place:

1. Achievement of contract performance objectives and productivity

- Program Managers review productivity data with direct service providers (staff) weekly and monitor against stated expectations. During these meetings, they trouble shoot low census numbers, client engagement, caseloads assignments, discharging planning, etc. to ensure that direct service providers are working towards meeting their productivity.
- Program Leadership and Finance Team review program productivity data monthly and develop action plans based on the data.
- QM staff and Program Teams review contract performance objectives annually and develop action plans based on the data. Evidence of monitoring and completion of corrective plan is maintained in the electronic compliance binder.

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- Corrective plans may include staff training, increased oversight by supervisors and QM staff support, and tracking of data to measure progress over time.
2. Quality of documentation, including a description of the frequency and scope of internal chart audits
- Initial documentation training is provided during New Hire Orientation. Managers provide ongoing supervision and support in gaining competency with documentation with documentation standards. QM staff also review staff documentation and provide ongoing training and support, as needed, in either face-to-face or online formats.
 - All staff receive regular supervision. Individual supervisors are responsible for reviewing documentation (assessments, CANS, treatment plans, progress notes, and all other relevant paperwork) for accuracy and adherence to all Medi-Cal and agency documentation standards. In addition to initial review by supervisors, QM staff also performs QM level review of documentation. QM staff review paperwork completion, timeliness, and compliance with all internal and external documentation expectations. QM staff work collaboratively with supervisors to provide feedback and track errors/improvement requests until completion.
 - Chart review is ongoing. QM staff audit client documentation for technical and clinical accuracy. Documentation reviews occur within 60 days of admission, every 6 months from admission, at discharge and during the note review process. Program Staff, Supervisors, and QA Staff use a standardized documentation checklist to track documentation compliance requirement to audit documentation. Chart review may also occur upon staff transitions (departures, transfers, staff change, etc.) to ensure completion of the client record and to coordinate a smooth transition to a new service provider. Chart review may also be triggered because of findings in a program review or when regular QM review of documents reveals a pattern of concern. Errors are tracked and corrected.
QM staff review client documentation including assessments, CANS, care plans/treatment plans, progress notes, authorizations, and all other relevant paperwork. Client diagnosis, supporting rationale, impairment criteria and linkage to goals/objectives, effectiveness of interventions provided. Progress notes are also reviewed for technical errors as well as clinical relevance to treatment outlined in the service plan.
Depending on the severity of the deficiencies, this may trigger an improvement plan for the staff or program, which may include additional training or oversight by QM staff.
3. Cultural Competency of staff and services
- Program Managers and direct service providers (staff) participate in weekly supervision to identify and address issues of culture and diversity. Factors that could impact treatment are addressed by the team. Edgewood programs make every effort to employ staff from diverse backgrounds with language capabilities to serve clients in their preferred languages. Edgewood contracts with Language Back for translation services. When staff are not able to meet the language needs of the client/family, staff contact the Language Bank services for translation services.
 - Additionally, staff training needs are communicated to the training department and may be added to the training calendar. All staff participate in mandatory annual Cultural Competency Training.
4. Satisfaction with services

Contractor Name: Edgewood Center for Children and Families
Program Name: Edgewood Crisis Stabilization Unit

Appendix A- 1A
Funding Term: 10/01/23 – 06/30/24

- Edgewood programs participate in the SF CBHS consumer perception survey process twice a year. Findings from client satisfaction surveys and program performance objectives are reviewed bi-annually by program staff and agency leadership. Information is analyzed and areas for improvement are identified. In areas that fall below expected results, corrective plans are implemented, and activities are monitored until desired results occur. Continuous follow-up is required to maintain improved levels.
 - Edgewood programs have also implemented their own Satisfaction Survey. QM and Program Teams review data annually at the end of the fiscal year and identify areas for improvement. Corrective actions are monitored until completed.
5. Timely completion and use of outcome data, including CANS and/or ANSA data
- Client paperwork timelines are tracked upon admission. Direct service providers (staff) receive regular notification of documentation timelines and requirements. Paperwork timeliness and use of CANS is reviewed during the PURCQ process every six months. CANS items and identified needs are reviewed to confirm that prioritized needs are being addressed and clients are making progress towards established goals and objectives. QM staff support the process by reviewing completion of paperwork within required timelines.

9. Required Language:

See instructions on the need and/or the use of this section.

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

See instructions on the need and/or the use of this section.

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 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 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 A-1 – Edgewood Hospital Diversion

Appendix A-1A – Edgewood Crisis Stabilization Unit

B. CONTRACTOR understands that, of this maximum dollar obligation listed in section 3.3.1 of this Agreement, **\$1,023,729** 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, 2023 to June 30, 2024	\$4,181,901
July 1, 2024 to June 30, 2025	\$4,349,177
Subtotal	\$8,531,078
Contingency @ 12% (October 1, 202 to September 30, 2025)	\$1,023,729
Total Revised Not-to-Exceed Amount	\$9,554,807

3. Services of Attorneys

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

4. State or Federal Medi-Cal Revenues

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

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

5. Reports and Services

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

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

DHCS Legal Entity Number 00273							Appendix B, Page 1
Legal Entity Name/Contractor Name Edgewood Center for Children and Families							Fiscal Year 2023-2024
Contract ID Number SFGOV-0000008079							Funding Notification Date 06/29/23
Appendix Number	B-#1	B-#1A	B-#	B-#	B-#	B-#	
Provider Number	8858	8858					
Program Name	Edgewood Hospital Diversion	Edgewood Crisis Stabilization Unit					
Program Code	8858H1 & 8858H2	8858CS					
Funding Term	07/01/23-06/30/24	07/01/23-06/30/24					
FUNDING USES							TOTAL
Salaries	\$ 1,224,992	\$ 1,432,924					\$ 2,657,916
Employee Benefits	\$ 367,497	\$ 429,877					\$ 797,374
Subtotal Salaries & Employee Benefits	\$ 1,592,489	\$ 1,862,801	\$ -	\$ -	\$ -	\$ -	\$ 3,455,290
Operating Expenses	\$ 47,302	\$ 133,843					\$ 181,145
Capital Expenses							\$ -
Subtotal Direct Expenses	\$ 1,639,791	\$ 1,996,644	\$ -	\$ -	\$ -	\$ -	\$ 3,636,435
Indirect Expenses	\$ 245,969	\$ 299,497					\$ 545,466
Indirect %	15.0%	15.0%	0.0%	0.0%	0.0%	0.0%	15.0%
TOTAL FUNDING USES	\$ 1,885,760	\$ 2,296,141	\$ -	\$ -	\$ -	\$ -	\$ 4,181,901
							Employee Benefits Rate 30.0%
BHS MENTAL HEALTH FUNDING SOURCES							
MH CYF Fed SDMC FFP (50%)	\$ 226,166	\$ 343,756					\$ 569,922
MH CYF State 2011 PSR-EPSDT	\$ 226,166	\$ 343,756					\$ 569,922
MH CYF County General Fund	\$ 1,433,428	\$ 1,608,629					\$ 3,042,057
							\$ -
							\$ -
							\$ -
TOTAL BHS MENTAL HEALTH FUNDING SOURCES	\$ 1,885,760	\$ 2,296,141	\$ -	\$ -	\$ -	\$ -	\$ 4,181,901
BHS SUD FUNDING SOURCES							
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
TOTAL BHS SUD FUNDING SOURCES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
OTHER DPH FUNDING SOURCES							
							\$ -
							\$ -
							\$ -
TOTAL OTHER DPH FUNDING SOURCES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL DPH FUNDING SOURCES	\$ 1,885,760	\$ 2,296,141	\$ -	\$ -	\$ -	\$ -	\$ 4,181,901
NON-DPH FUNDING SOURCES							
							\$ -
							\$ -
TOTAL NON-DPH FUNDING SOURCES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL FUNDING SOURCES (DPH AND NON-DPH)	\$ 1,885,760	\$ 2,296,141	\$ -	\$ -	\$ -	\$ -	\$ 4,181,901
Prepared By Patricia Hom			Phone Number				

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

DHCS Legal Entity Number 00273					Appendix Number		B-#1
Provider Name Edgewood Center for Children and Families					Page Number		2
Provider Number 8858					Fiscal Year		2023-2024
Contract ID Number SFGOV-0000008079					Funding Notification Date		06/29/23
Program Name		Edgewood Hospital Diversion					
Program Code		8858H1	8858H1	8858H2			
Mode/SFC (MH) or Modality (SUD)		05/60-64	05/60-64	15			
Service Description		24-Hr Residential Other	24-Hr Residential Other	Outpatient Services			
Funding Term (mm/dd/yy-mm/dd/yy):		07/01/23-06/30/24	07/01/23-06/30/24	07/01/23-06/30/24			
FUNDING USES							TOTAL
Salaries & Employee Benefits	\$	1,179,884	\$	31,200	\$	381,405	\$ 1,592,489
Operating Expenses	\$	32,888	\$	2,487	\$	11,927	\$ 47,302
Capital Expenses							\$ -
Subtotal Direct Expenses	\$	1,212,772	\$	33,687	\$	393,332	\$ 1,639,791
Indirect Expenses	\$	181,916	\$	5,053	\$	59,000	\$ 245,969
Indirect %		15.0%		15.0%		15.0%	15.0%
TOTAL FUNDING USES	\$	1,394,688	\$	38,740	\$	452,332	\$ 1,885,760
BHS MENTAL HEALTH FUNDING SOURCES	Dept-Auth-Proj-Activity						
MH CYF Fed SDMC FFP (50%)	251962-10000-10001670-0001			\$	226,166		\$ 226,166
MH CYF State 2011 PSR-EPST	251962-10000-10001670-0001			\$	226,166		\$ 226,166
MH CYF County General Fund	251962-10000-10001670-0001	\$	1,394,688	\$	38,740		\$ 1,433,428
This row left blank for funding sources not in drop-down list							\$ -
TOTAL BHS MENTAL HEALTH FUNDING SOURCES		\$	1,394,688	\$	38,740	\$	452,332
BHS SUD FUNDING SOURCES	Dept-Auth-Proj-Activity						
							\$ -
							\$ -
							\$ -
This row left blank for funding sources not in drop-down list							\$ -
TOTAL BHS SUD FUNDING SOURCES		\$	-	\$	-	\$	-
OTHER DPH FUNDING SOURCES	Dept-Auth-Proj-Activity						
							\$ -
This row left blank for funding sources not in drop-down list							\$ -
TOTAL OTHER DPH FUNDING SOURCES		\$	-	\$	-	\$	-
TOTAL DPH FUNDING SOURCES		\$	1,394,688	\$	38,740	\$	452,332
NON-DPH FUNDING SOURCES							
This row left blank for funding sources not in drop-down list							\$ -
TOTAL NON-DPH FUNDING SOURCES		\$	-	\$	-	\$	-
TOTAL FUNDING SOURCES (DPH AND NON-DPH)		1,394,688	38,740	452,332	-	-	1,885,760
BHS UNITS OF SERVICE AND UNIT COST							
Number of Beds Purchased		2					
SUD Only - Number of Outpatient Group Counseling Sessions							
SUD Only - Licensed Capacity for Narcotic Treatment Programs							
Payment Method		Cost Reimbursement (CR)	Cost Reimbursement (CR)	Cost Reimbursement (CR)			
DPH Units of Service/Hours to Bill (LOE)		730	93	1,766			
Unit Type		Client Day	Client Day	Staff Hour	0	0	
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only)		\$	1,910.53	\$	417.50	\$	256.08
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)		\$	1,910.53	\$	417.50	\$	256.08
Published Rate (Medi-Cal Providers Only)		\$	2,090.00	\$	1,225.00	\$	487.00
Unduplicated Clients (UDC)		30	10	30			Total UDC
							30

Form Revised 5/31/2019

Appendix B - DPH 4: Operating Expenses Detail

Contract ID Number SFGOV-0000008079Program Name Edgewood Hospital DiversionProgram Code 8858H1 & 8858H2

Appendix Number

B-#1

Page Number

4

Fiscal Year

2023-2024

Funding Notification Date

06/29/23

Expense Categories & Line Items	TOTAL	251962-10000-10001670-0001	251962-10000-10001670-0001	251962-10000-10001670-0001	Dept-Auth-Proj-Activity	Dept-Auth-Proj-Activity	Dept-Auth-Proj-Activity
Funding Term	07/01/23-06/30/24	07/01/23-06/30/24	07/01/23-06/30/24	07/01/23-06/30/24	(mm/dd/yy-mm/dd/yy)	(mm/dd/yy-mm/dd/yy)	(mm/dd/yy-mm/dd/yy):
Rent	\$ -						
Utilities (telephone, electricity, water, gas)	\$ 6,000.00	\$ 6,000.00	\$ -				
Building Repair/Maintenance	\$ 25,900.00	\$ 16,000.00	\$ 1,900.00	\$ 8,000.00			
Occupancy Total:	\$ 31,900.00	\$ 22,000.00	\$ 1,900.00	\$ 8,000.00	\$ -	\$ -	\$ -
Office Supplies	\$ 1,902.00	\$ 913.00	\$ 62.00	\$ 927.00			
Photocopying	\$ -						
Program Supplies	\$ 9,000.00	\$ 6,650.00	\$ 350.00	\$ 2,000.00			
Computer Hardware/Software	\$ -						
Materials & Supplies Total:	\$ 10,902.00	\$ 7,563.00	\$ 412.00	\$ 2,927.00	\$ -	\$ -	\$ -
Training/Staff Development	\$ 4,500.00	\$ 3,325.00	\$ 175.00	\$ 1,000.00			
Insurance	\$ -						
Professional License	\$ -						
Permits	\$ -						
Equipment Lease & Maintenance	\$ -						
General Operating Total:	\$ 4,500.00	\$ 3,325.00	\$ 175.00	\$ 1,000.00	\$ -	\$ -	\$ -
Local Travel	\$ -						
Out-of-Town Travel	\$ -						
Field Expenses	\$ -						
Staff Travel Total:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Consultant/Subcontractor (Provide Consultant/Subcontracting Agency Name, Service Detail w/Dates, Hourly Rate and Amounts)	\$ -						
	\$ -						
Consultant/Subcontractor Total:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other (provide detail):	\$ -						
	\$ -						
	\$ -						
Other Total:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL OPERATING EXPENSE	\$ 47,302.00	\$ 32,888.00	\$ 2,487.00	\$ 11,927.00	\$ -	\$ -	\$ -

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

DHCS Legal Entity Number 00273				Appendix Number		B-#1A	
Provider Name Edgewood Center for Children and Families				Page Number		5	
Provider Number 8858				Fiscal Year		2023-2024	
Contract ID Number SFGOV-0000008079				Funding Notification Date		06/29/23	
Program Name		Edgewood Crisis Stabilization Unit					
Program Code		8858CS					
Mode/SFC (MH) or Modality (SUD)		10/25-29					
Service Description		DS-Crisis Stab Urgent Care					
Funding Term (mm/dd/yy-mm/dd/yy):		07/01/23-06/30/24					
FUNDING USES							TOTAL
Salaries & Employee Benefits		\$	1,862,801				\$ 1,862,801
Operating Expenses		\$	133,843				\$ 133,843
Capital Expenses							\$ -
Subtotal Direct Expenses		\$	1,996,644	\$ -	\$ -	\$ -	\$ 1,996,644
Indirect Expenses		\$	299,497				\$ 299,497
Indirect %			15.0%	0.0%	0.0%	0.0%	15.0%
TOTAL FUNDING USES		\$	2,296,141	\$ -	\$ -	\$ -	\$ 2,296,141
BHS MENTAL HEALTH FUNDING SOURCES		Dept-Auth-Proj-Activity					
MH CYF Fed SDMC FFP (50%)	251962-10000-10001670-0001	\$	343,756				\$ 343,756
MH CYF State 2011 PSR-EPST	251962-10000-10001670-0001	\$	343,756				\$ 343,756
MH CYF County General Fund	251962-10000-10001670-0001	\$	1,608,629				\$ 1,608,629
This row left blank for funding sources not in drop-down list							\$ -
TOTAL BHS MENTAL HEALTH FUNDING SOURCES		\$	2,296,141	\$ -	\$ -	\$ -	\$ 2,296,141
BHS SUD FUNDING SOURCES		Dept-Auth-Proj-Activity					
							\$ -
							\$ -
							\$ -
This row left blank for funding sources not in drop-down list							\$ -
TOTAL BHS SUD FUNDING SOURCES		\$	-	\$ -	\$ -	\$ -	\$ -
OTHER DPH FUNDING SOURCES		Dept-Auth-Proj-Activity					
							\$ -
This row left blank for funding sources not in drop-down list							\$ -
TOTAL OTHER DPH FUNDING SOURCES		\$	-	\$ -	\$ -	\$ -	\$ -
TOTAL DPH FUNDING SOURCES		\$	2,296,141	\$ -	\$ -	\$ -	\$ 2,296,141
NON-DPH FUNDING SOURCES							
This row left blank for funding sources not in drop-down list							\$ -
TOTAL NON-DPH FUNDING SOURCES		\$	-	\$ -	\$ -	\$ -	\$ -
TOTAL FUNDING SOURCES (DPH AND NON-DPH)			2,296,141	-	-	-	2,296,141
BHS UNITS OF SERVICE AND UNIT COST							
Number of Beds Purchased							
SUD Only - Number of Outpatient Group Counseling Sessions							
SUD Only - Licensed Capacity for Narcotic Treatment Programs							
Payment Method		Cost Reimbursement (CR)					
DPH Units of Service/Hours to Bill (LOE)		7,300					
Unit Type		Client Hour					
			0	0	0	0	
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only)		\$	314.54	\$ -	\$ -	\$ -	\$ -
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)		\$	314.54	\$ -	\$ -	\$ -	\$ -
Published Rate (Medi-Cal Providers Only)		\$	314.54				
Unduplicated Clients (UDC)		80					
							Total UDC
							80

Funding Notification Date	06/29/23
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Appendix B - DPH 4: Operating Expenses Detail

Contract ID Number SFGOV-0000008079

Program Name Edgewood Crisis Stabilization Unit

Program Code 8858CS

Appendix Number B-#1A

Page Number 7

Fiscal Year 2023-2024

Funding Notification Date 06/29/23

Expense Categories & Line Items	TOTAL	251962-10000-10001670-0001	Dept-Auth-Proj-Activity	Dept-Auth-Proj-Activity	Dept-Auth-Proj-Activity	Dept-Auth-Proj-Activity	Dept-Auth-Proj-Activity
Funding Term	(mm/dd/yy-mm/dd/yy):	07/01/23-06/30/24	(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	\$ -						
Utilities (telephone, electricity, water, gas)	\$ 8,000.00	\$ 8,000.00					
Building Repair/Maintenance	\$ 22,000.00	\$ 22,000.00					
Occupancy Total:	\$ 30,000.00	\$ 30,000.00	\$ -	\$ -	\$ -	\$ -	\$ -
Office Supplies	\$ 1,493.00	\$ 1,493.00					
Photocopying	\$ -						
Program Supplies	\$ 6,500.00	\$ 6,500.00					
Computer Hardware/Software	\$ -						
Materials & Supplies Total:	\$ 7,993.00	\$ 7,993.00	\$ -	\$ -	\$ -	\$ -	\$ -
Training/Staff Development	\$ 4,600.00	\$ 4,600.00					
Insurance	\$ -						
Professional License	\$ -						
Permits	\$ -						
Equipment Lease & Maintenance	\$ -						
General Operating Total:	\$ 4,600.00	\$ 4,600.00	\$ -	\$ -	\$ -	\$ -	\$ -
Local Travel	\$ -						
Out-of-Town Travel	\$ -						
Field Expenses	\$ -						
Staff Travel Total:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Consultant/Subcontractor (Provide Consultant/Subcontracting Agency Name, Service Detail w/Dates, Hourly Rate and Amounts)	\$ -						
Dr. Robin Randall, Psychiatric Consultant for CSU - 24/7 on call (\$250/day x 365days/FY)	\$ 91,250.00	\$ 91,250.00					
Consultant/Subcontractor Total:	\$ 91,250.00	\$ 91,250.00	\$ -	\$ -	\$ -	\$ -	\$ -
Other (provide detail):	\$ -						
	\$ -						
	\$ -						
Other Total:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL OPERATING EXPENSE	\$ 133,843.00	\$ 133,843.00	\$ -	\$ -	\$ -	\$ -	\$ -

Appendix B - DPH 5: Capital Expenses Detail

Contract ID Number _____
Program Name _____
Program Code _____

Appendix Number _____
Page Number 8
Fiscal Year 2023-2024
Funding Notification Date: 06/29/23

1. Equipment

Item Description	Quantity	Serial #/VIN #	Dept-Auth-Proj-Activity	Unit Cost	Total Cost
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
Total Equipment Cost					\$ -

2. Remodeling

Description	Total Cost
Total Remodeling Cost	\$ -

Total Capital Expenditure
(Equipment plus Remodeling Cost)

\$ -

Appendix B - DPH 6: Contract-Wide Indirect Detail

Contractor Name Edgewood Center for Children and Families

Page Number

9

Contract ID Number SFGOV-0000008079

Fiscal Year

2023-2024

Funding Notification Date

6/29/23

1. SALARIES & EMPLOYEE BENEFITS

Position Title	FTE	Amount
CEO	0.12	\$ 33,344.00
COO	0.12	\$ 29,023.00
IT Director	0.16	\$ 26,717.00
Desktop Support Analyst	0.14	\$ 10,489.00
IT Help Desk	0.15	\$ 11,578.00
Executive Assistant	0.12	\$ 11,412.00
HR Director	0.12	\$ 19,451.00
HR Administrator	0.15	\$ 9,273.00
Recruiter	0.15	\$ 13,123.00
HR Senior Generalist	0.14	\$ 15,128.00
Payroll Lead	0.16	\$ 10,629.65
AP Lead	0.16	\$ 11,168.94
Accountant	0.16	\$ 10,739.76
Senior Accountant	0.16	\$ 11,634.82
Controller	0.14	\$ 24,368.00
Revenue & Contracts Manager	0.16	\$ 14,523.29
Billing Clerk	0.16	\$ 10,689.88
Sr Director of Financial Operations	0.14	\$ 29,536.00
Director of Facilities	0.12	\$ 12,081.00
Facilities Technician	0.14	\$ 6,843.00
Subtotal:	2.87	\$ 321,752.00
Employee Benefits:	30.0%	\$ 96,525.60
Total Salaries and Employee Benefits:		\$ 418,278.00

2. OPERATING COSTS

Expenses (Use expense account name in the ledger.)	Amount
Accounting/Audit Fees	\$ 40,000.00
Business Insurance	\$ 50,000.00
Software Subscriptions and Maintenance	\$ 37,188.00
Total Operating Costs	\$ 127,188.00
Total Indirect Costs	\$ 545,466.00

Appendix C

Reserved

APPENDIX D

Data Access Agreement

Article 1 Access

1.1 Revision to Scope of Access (RSA):

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

1.2 Primary and Alternate Agency Site Administrator.

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

1.2.1 Completing and obtaining City approval of the Account Provisioning Request documents and/or Data Set Request documents;

1.2.2 Communicating with the SFDPH IT Service Desk;

1.2.3 Providing Agency Data User(s) details to the City;

1.2.4 Ensuring that Agency Data User(s) complete required SFDPH trainings annually;

1.2.5 Ensuring that Agency Data User(s) understand and execute SFDPH's data access confidentiality agreement; and

1.2.6 Provisioning and deprovisioning Agency Data Users as detailed herein. To start the process, the Agency Site Administrator must contact the SFDPH IT Service Desk at 628-206-7378, dph.helpdesk@sfdph.org.

1.3 SFDPH IT Service Desk.

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

1.4 Deprovisioning Schedule.

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

1.5 Active Directory.

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

1.6 Role Based Access.

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

1.7 Training Requirements.

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

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

1.8 Agency Data User Confidentiality Agreement.

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

1.9 Corrective Action.

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

1.10 User ID and Password.

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

1.11 Notification of Compromised Password.

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

1.12 Multi Factor Authentication.

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

1.13 Qualified Personnel.

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

1.14 Workstation/Laptop encryption.

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

1.15 Server Security.

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

1.16 Removable media devices.

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

1.17 Antivirus software.

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

1.18 Patch Management.

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

1.19 System Timeout.

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

1.20 Warning Banners.

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

1.21 Transmission encryption.

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

1.22 No Faxing/Mailing.

City Data may not be faxed or mailed.

1.23 Intrusion Detection.

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

1.24 Security of PHI.

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

1.25 Data Security and City Data

Agency shall provide security for its networks and all internet connections consistent with industry best practices, and will promptly install all patches, fixes, upgrades, updates and new versions of any security software it employs. For information disclosed in electronic form, Agency agrees that appropriate safeguards include electronic barriers (e.g., "firewalls", Transport Layer Security (TLS), Secure Socket Layer [SSL] encryption, or most current industry standard encryption, intrusion prevention/detection or similar barriers).

1.26 Data Privacy and Information Security Program.

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

1.27 Disaster Recovery.

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

1.28 Supervision of Data.

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

1.29 As Is Access.

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

1.30 No Technical or Administrative Support.

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

1.31 City Audit of Agency and Agency Data Users.

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

1.32 Minimum Necessary.

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

1.33 No Re-Disclosure or Reporting.

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

1.34 Health Information Exchange.

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

1.35 Subcontracting.

Agency may not subcontract any portion of Data Access Agreement, except upon prior written approval of City. If the City approves a subcontract, Agency remains fully responsible for its subcontractor(s) throughout the term and/or after expiration of this Agreement. All Subcontracts must incorporate the terms of this Data Access Agreement. To the extent that any subcontractor would have access to a System, each such subcontractor's access must be limited and subject to the same governing terms to the same extent as Agency's access. In addition, each contract between Agency and that subcontractor must, except as the City otherwise agrees, include a Business Associate Agreement requiring such subcontractor to comply with all regulatory requirements regarding third-party access, and include a provision obligating that subcontractor to (1) defend, indemnify, and hold the City harmless in the event of a data

breach in the same manner in which Agency would be so obligated, (2) provide cyber and technology errors and omissions insurance with limits identified in Article 5, and (3) ensure that such data has been destroyed, returned, and/or protected as provided by HIPAA at the expiration of the subcontract term.

Article 2 Indemnity

2.1 Medical Malpractice Indemnification.

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

- (a) Read information displayed or transmitted by the System accurately and completely;
- (b) Ensure that Agency Data Users are trained on the use of the System;
- (c) Be responsible for decisions made based on the use of the System;
- (d) Verify the accuracy of all information accessed through the System using applicable standards of good medical practice to no less a degree than if Agency were using paper records;
- (e) Report to the City as soon as reasonably practicable all data errors and suspected problems related to the System that Agency knows or should know could adversely affect patient care;
- (f) Follow industry standard business continuity policies and procedures that will permit Agency to provide patient care in the event of a disaster or the System unavailability;
- (g) Use the System only in accordance with applicable standards of good medical practice.

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

Article 3 Proprietary Rights and Data Breach

3.1 Ownership of City Data.

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

3.2 Data Breach; Loss of City Data.

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

Agency shall take:

- i. prompt corrective action to mitigate any risks or damages involved with the breach or security incident and to protect the operating environment; and

- ii. any action pertaining to a breach required by applicable federal and state laws.

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

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

3.2.2 Written Report: Agency shall provide a written report of the investigation to the City as soon as practicable after the discovery of the breach or security incident. The report shall include, but not be limited to, the information specified above, as well as a complete, detailed corrective action plan, including information on measures that were taken to halt and/or contain the breach or security incident, and measures to be taken to prevent the recurrence or further disclosure of data regarding such breach or security incident.

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

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

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

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

3.3 Media Communications

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

Attachment 1 to Appendix D System Specific Requirements

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

A. SFDPH Care Link Requirements:

1. Connectivity.

- a) Agency must obtain and maintain connectivity and network configuration and required hardware and equipment in accordance with specifications provided by Epic and must update the configuration of all first and third-party software as required. Technical equipment and software specifications for accessing SFDPH Care Link will change over time. Current required browser, system and connection requirements can be found on the Target Platform Roadmap and Target Platform Notes sections of the Epic Galaxy website galaxy.epic.com. Agency is responsible for all associated costs. Agency shall ensure that Agency Data Users access the System only through equipment owned or leased and maintained by Agency.

2. Compliance with Epic Terms and Conditions.

- a) Agency will at all times access and use the System strictly in accordance with the Epic Terms and Conditions. The following Epic Care Link Terms and Conditions are embedded within the SFDPH Care Link application, and each Data User will need to agree to them electronically upon first sign-in before accessing SFDPH Care Link:

3. Epic-Provided Terms and Conditions

- a) Some short, basic rules apply to you when you use your EpicCare Link account. Please read them carefully. The Epic customer providing you access to EpicCare Link may require you to accept additional terms, but these are the rules that apply between you and Epic.
- b) Epic is providing you access to EpicCare Link, so that you can do useful things with data from an Epic customer's system. This includes using the information accessed through your account to help facilitate care to patients shared with an Epic customer, tracking your referral data, or otherwise using your account to further your business interests in connection with data from an Epic customer's system. However, you are not permitted to use your access to EpicCare Link to help you or another organization develop software that is similar to EpicCare Link. Additionally, you agree not to share your account information with anyone outside of your organization.

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

A. SFDPH Epic Hyperspace and Epic Hyperdrive:

1. Connectivity.

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

associated costs. Agency shall ensure that Agency Data Users access the System only through equipment owned or leased and maintained by Agency.

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

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

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

A. SFDPH myAvatar via WebConnect and VDI:

1. Connectivity.

- a. Agency must obtain and maintain connectivity and network configuration and required hardware and equipment in accordance with specifications provided by SFDPH and must update the configuration of all first and third-party software as required. Technical equipment and software specifications for accessing SFDPH myAvatar will change over time. You may request a copy of current required browser, system and connection requirements from the SFDPH IT team. Agency is responsible for all associated costs. Agency shall ensure that Agency Data Users access the System only through equipment owned or leased and maintained by Agency.

2. Information Technology (IT) Support.

- a. Agency must have qualified and professional IT support who will participate in quarterly CBO Technical Workgroups.

3. Access Control.

- a. Access to the BHS Electronic Health Record is granted based on clinical and business requirements in accordance with the Behavioral Health Services EHR Access Control Policy (6.00-06). The Access Control Policy is found at:
<https://www.sfdph.org/dph/files/CBHSPolProcMnl/6.00-06.pdf>
- b. Each user is unique and agrees not to share accounts or passwords.
- c. Applicants must complete the myAvatar Account Request Form found at
https://www.sfdph.org/dph/files/CBHSdocs/BHISdocs/UserDoc/Avatar_Account_Request_Form.pdf
- d. Applicants must complete the credentialling process in accordance with the DHCS MHSUDS Information Notice #18-019.
- e. Applicants must complete myAvatar Training.
- f. Level of access is based on "Need to Know", job duties and responsibilities.

Attachment 2 to Appendix D

**Protected Information Destruction Order
Purge Certification - Contract ID # 1000030382**

In accordance with section 3.c (Effect of Termination) of the Business Associate Agreement, attached as Appendix E to the Agreement between the City and Contractor dated October 01, 2023 (“Agreement”), the City hereby directs Contractor to destroy all Protected Information that Contractor and its agents and subcontractors (collectively “Contractor”) still maintain in any form. Contractor may retain no copies of destroyed Protected Information.” Destruction must be in accordance with the guidance of the Secretary of the U.S. Department of Health and Human Services (“Secretary”) regarding proper destruction of PHI.

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

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

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

So Certified

Signature

Title:

Date:

APPENDIX E



San Francisco Department of Public Health
Business Associate Agreement

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

RECITALS

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

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

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

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

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

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

1. Definitions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Obligations of Business Associate.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3. Termination.

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

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

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

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

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

4. Amendment to Comply with Law.

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

5. Reimbursement for Fines or Penalties.

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

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

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

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

Contractor Name:		Contractor City Vendor ID	
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PRIVACY ATTESTATION

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

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

I. All Contractors.

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

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

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

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

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

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

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

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

I. All Contractors.

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

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

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

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

Invoice

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

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

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

Appendix G

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

Introduction

The City Nonprofit Contracting Task Force submitted its final report to the Board of Supervisors in June 2003. The report contains thirteen recommendations to streamline the City's contracting and monitoring process with health and human services nonprofits. These recommendations include: (1) consolidate contracts, (2) streamline contract approvals, (3) make timely payment, (4) create review/apellate process, (5) eliminate unnecessary requirements, (6) develop electronic processing, (7) create standardized and simplified forms, (8) establish accounting standards, (9) coordinate joint program monitoring, (10) develop standard monitoring protocols, (11) provide training for personnel, (12) conduct tiered assessments, and (13) fund cost of living increases. The report is available on the Task Force's website at http://www.sfgov.org/site/npcontractingtf_index.asp?id=1270. The Board adopted the recommendations in February 2004. The Office of Contract Administration created a Review/Appellate Panel ("Panel") to oversee implementation of the report recommendations in January 2005.

The Board of Supervisors strongly recommends that departments establish a Dispute Resolution Procedure to address issues that have not been resolved administratively by other departmental remedies. The Panel has adopted the following procedure for City departments that have professional service grants and contracts with nonprofit health and human service providers. The Panel recommends that departments adopt this procedure as written (modified if necessary to reflect each department's structure and titles) and include it or make a reference to it in the contract. The Panel also recommends that departments distribute the finalized procedure to their nonprofit contractors. Any questions or concerns about this Dispute Resolution Procedure should be addressed to purchasing@sfgov.org.

Dispute Resolution Procedure

The following Dispute Resolution Procedure provides a process to resolve any disputes or concerns relating to the administration of an awarded professional services grant or contract between the City and County of San Francisco and nonprofit health and human services contractors.

Contractors and City staff should first attempt to come to resolution informally through discussion and negotiation with the designated contact person in the department.

If informal discussion has failed to resolve the problem, contractors and departments should employ the following steps:

- **Step 1** The contractor will submit a written statement of the concern or dispute addressed to the Contract/Program Manager who oversees the agreement in question. The writing should describe the nature of the concern or dispute, i.e., program, reporting, monitoring, budget, compliance or other concern. The Contract/Program Manager will investigate the concern with the appropriate department staff that are involved with the nonprofit agency's program, and will either convene a meeting with the contractor or provide a written response to the contractor within 10 working days.
- **Step 2** Should the dispute or concern remain unresolved after the completion of Step 1, the contractor may request review by the Division or Department Head who supervises the Contract/Program Manager. This request shall be in writing and should describe why the concern is still unresolved and propose a solution that is satisfactory to the contractor. The Division or Department Head will consult with other Department and City staff as appropriate, and will provide a written determination of the resolution to the dispute or concern within 10 working days.
- **Step 3** Should Steps 1 and 2 above not result in a determination of mutual agreement, the contractor may forward the dispute to the Executive Director of the Department or their designee. This dispute shall be in writing and describe both the nature of the dispute or concern and why the steps taken

Appendix G

to date are not satisfactory to the contractor. The Department will respond in writing within 10 working days.

In addition to the above process, contractors have an additional forum available only for disputes that concern implementation of the thirteen policies and procedures recommended by the Nonprofit Contracting Task Force and adopted by the Board of Supervisors. These recommendations are designed to improve and streamline contracting, invoicing and monitoring procedures. For more information about the Task Force's recommendations, see the June 2003 report at http://www.sfgov.org/site/npcontractingtf_index.asp?id=1270.

The Review/Appellate Panel oversees the implementation of the Task Force report. The Panel is composed of both City and nonprofit representatives. The Panel invites contractors to submit concerns about a department's implementation of the policies and procedures. Contractors can notify the Panel after Step 2. However, the Panel will not review the request until all three steps are exhausted. This review is limited to a concern regarding a department's implementation of the policies and procedures in a manner which does not improve and streamline the contracting process. This review is not intended to resolve substantive disputes under the contract such as change orders, scope, term, etc. The contractor must submit the request in writing to purchasing@sfgov.org. This request shall describe both the nature of the concern and why the process to date is not satisfactory to the contractor. Once all steps are exhausted and upon receipt of the written request, the Panel will review and make recommendations regarding any necessary changes to the policies and procedures or to a department's administration of policies and procedures.

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

THIS **FIRST** AMENDMENT (“Amendment”) is made as of **July 01, 2024**, in San Francisco, California, by and between **Edgewood Center for Children and Families** (“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

- (1) reduce General Liability Insurance to \$6,000,000 each occurrence for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations.
- (2) replace Appendix A-1 (Edgewood Hospital Diversion) of the original agreement with the attached Appendix A-1 (Edgewood Hospital Diversion) dated July 1, 2024, to
 - (a) remove Intensive Outpatient services from the scope of work; and
 - (b) modify the Level of Effort to accurately reflect Contractor’s scope of services; and
 - (c) require Contractor to obtain City approval on a case-by-case basis before stepping a client down to Partial Hospital Program (PHP); and
 - (d) add two dedicated Hospital Diversion beds for the City and County of San Francisco; and
 - (e) updated the Program Code(s) to describe services accurately for billing and reporting; and
- (3) add Attachment 1 (Behavioral Health Services Monitoring Plan for Edgewood Center for Children & Families) to Appendix A-1 (Edgewood Hospital Diversion) dated July 1, 2024.
- (4) replace Appendix B-1 with Appendix B-1 (Edgewood Hospital Diversion) dated July 1, 2024, to accurately reflect costs for unduplicated clients for HD and PHP, and accurately reflect subcontractor costs; and
- (5) replace Appendix B-1A (Edgewood Crisis Stabilization Unit) with Appendix B-2 (Edgewood Crisis Stabilization Unit) dated July 1, 2024 to accurately reflect subcontractor costs; and
- (6) replacing Appendix D (Data Access Agreement) with Appendix D (Third Party Computer System Access Agreement).

WHEREAS, Contractor was competitively selected pursuant to a RFGA entitled **CRISIS STABILIZATION UNIT (CSU) AND HOSPITAL DIVERSION PROGRAM (HD) FOR**

CHILDREN 6-18 OF AGE FOR THE DEPARTMENT OF PUBLIC HEALTH issued through Sourcing Event ID SFGOV-0000008079 and this Amendment is consistent with the terms of the RFP and the awarded Contract;

WHEREAS, this Contract is deemed exempt from Chapter 14B of the San Francisco Administrative Code because local preferences are not permitted by the federal and state funding sources and, as such, there is no Local Business Enterprise (“LBE”) subcontracting participation requirement for this Agreement; and

WHEREAS, this Amendment is consistent with an approval obtained on August 31, 2023 from the Department of Human Resources on behalf of the Civil Service Commission under PSC number PSC 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 11 years 2 days;

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 October 01, 2023 between Contractor and City, as amended by the:

First Amendment, dated July 01, 2024.

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

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

Article 2 Modifications of Scope to the Agreement

The Agreement is hereby modified as follows:

2.1 **Commercial General Liability Insurance.** *The following is hereby added to Article 5 of the Agreement, replacing the previous Sections 5.1.1.a in its entirety:*

5.1.1.a Commercial General Liability Insurance with limits not less than \$6,000,000 each occurrence for Bodily Injury and Property Damage, including Contractual

Liability, Personal Injury, Products and Completed Operations. **Policy must include Abuse and Molestation coverage with limits not less than \$5,000,000 each occurrence.**

2.2. **Appendix A-1 (Edgewood Hospital Diversion).** Appendix A-1 (Edgewood Hospital Diversion) is hereby replaced in its entirety by Appendix A-1 (Edgewood Hospital Diversion) dated 07/01/2024, attached to this Amendment and fully incorporated within the Agreement. To the extent the Agreement refers to Appendix A-1 (Edgewood Hospital Diversion) in any place, the true meaning shall be Appendix A-1 (Edgewood Hospital Diversion) dated 07/01/2024, which is the correct and updated version.

2.3. **Attachment 1 (Behavioral Health Services Monitoring Plan for Edgewood Center for Children & Families) to Appendix A-1 (Edgewood Hospital Diversion) dated July 1, 2024.** Attachment 1 (Behavioral Health Services Monitoring Plan for Edgewood Center for Children & Families) to Appendix A-1 (Edgewood Hospital Diversion) dated July 1, 2024, is hereby added and incorporated within the Agreement.

2.5. **Appendix B-1 (Edgewood Hospital Diversion).** Appendix B-1 (Edgewood Hospital Diversion) is hereby replaced in its entirety by Appendix B-1 (Edgewood Hospital Diversion) dated 07/01/2024, attached to this Amendment and fully incorporated within the Agreement. To the extent the Agreement refers to Appendix B-1 (Edgewood Hospital Diversion) in any place, the true meaning shall be Appendix B-1 (Edgewood Hospital Diversion) dated 07/01/2024, which is the correct and updated version.

2.6. **Appendix B-1A (Edgewood Crisis Stabilization Unit).** Appendix B-1A (Edgewood Crisis Stabilization Unit) is hereby replaced in its entirety by Appendix B-2 (Edgewood Crisis Stabilization Unit) dated 07/01/2024, attached to this Amendment and fully incorporated within the Agreement. To the extent the Agreement refers to Appendix B-1A (Edgewood Crisis Stabilization Unit) in any place, the true meaning shall be Appendix B-2 (Edgewood Crisis Stabilization Unit) dated 07/01/2024, which is the correct and updated version.

2.7 **Appendix D (Data Access Agreement).** Appendix D (Data Access Agreement) is hereby replaced in its entirety by Appendix D (Third Party Computer System Access Agreement), attached to this Amendment and fully incorporated within the Agreement. To the extent the Agreement refers to Appendix D (Data Access Agreement) in any place, the true meaning shall be Appendix D (Third Party Computer System Access Agreement,) which is a correct and updated version.

Article 3 Effective Date

Each of the modifications set forth in Articles 2 shall be effective on July 1, 2024.

Article 4 Legal Effect

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

[SIGNATURES ON NEXT PAGE]

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

CITY

Recommended by:

DocuSigned by:
 8/21/2024 | 3:01 PM PDT
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Grant Colfax, MD

Director of Health

Department of Public Health

CONTRACTOR

Edgewood Center for Children and Families

DocuSigned by:
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9B64EF472E284BC...

Lynn Dolce

CEO

1801 Vicente Street

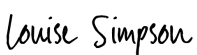
San Francisco, CA 94116

City Supplier number: 0000020937

Approved as to Form:

David Chiu

City Attorney

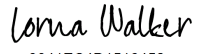
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Louise Simpson
Deputy City Attorney

Approved:

Sailaja Kurella

Director of the Office of Contract

Administration and Purchaser

By: DocuSigned by:
 9/5/2024 | 8:37 AM PDT
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Lorna walker

Contractor Name: Edgewood Center for Children and Families
Program Name: Hospital Diversion

Appendix A- 1 July 1, 2024
Funding Term: 10/01/23 – 06/30/24
Funding Source: MH CYF Fed SDMC FFP (50%),
MH CYF State 2011 PSR-EPSDT, MH CYF-GF

1. Identifiers:

Program Name: Edgewood Hospital Diversion
Program Address, City, State, ZIP: 1801 Vicente Street, San Francisco, CA 94116
Telephone/FAX: (415) 681-3211/(415) 664-7094
Website Address: www.edgewood.org

Contractor Address, City, State, ZIP (if different from above): (same as above)

Executive Director/Program Director: Alyssa Kianidehkian, LMFT
Telephone: (415) 463-0030
Email Address: alyssaki@edgewood.org

Program Code(s) (if applicable):

- 8858H1 Program Code tracks the enrollment dates for the short-term residential stay of clients placed in Hospital Diversion.
- 8858H2 Program Code is used to bill Partial Hospitalization Program (Hospital Diversion step-down) and for the mental health services for clients placed in Hospital Diversion; and Partial Hospitalization, ~~and Intensive Outpatient services.~~

2. Nature of Document:

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

3. Goal Statement:

Edgewood Center for Children and Families contracts with the City and County of San Francisco Department of Public Health to provide two dedicated residential beds. Edgewood’s Hospital Diversion Program provides a continuum of care including Hospital Diversion (HD) and Partial Hospitalization (PHP), ~~and Intensive Outpatient (IOP)~~ to stabilize youth experiencing acute stress or crisis, psychiatric, behavioral health and/or family problems. The HD Program further stabilizes youth symptoms to avoid psychiatric hospitalization and/or to provide a step-down from inpatient hospitalization or Edgewood’s Crisis Stabilization Unit (CSU) providing skills development and family/caregiver support with the goal of returning the youth to a lower level of care. The PHP ~~and IOP are~~ program is part of the HD programming but reduced dosage/length of stay.

4. Priority Population:

Edgewood welcomes and services all ethnicities and populations within San Francisco with focused expertise to meet the unique needs of children between the ages of 12 and 17 that are clinically appropriate for acute intensive treatment in a residential unlocked non-hospital setting.

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

Units of Service (UOS) Description	Units of Service (UOS)	Unduplicated Clients (UDC)
24-Hr Residential Other - Days 2 beds x 273 days = 546 UOS	546	22

Contractor Name: Edgewood Center for Children and Families**Program Name:** Hospital Diversion**Appendix A- 1 July 1, 2024****Funding Term:** 10/01/23 – 06/30/24**Funding Source:** MH CYF Fed SDMC FFP (50%),
MH CYF State 2011 PSR-EPSDT, MH CYF-GF

24-Hr Residential Other - Days PHP/ 40P 2.5 days/week x 28 weeks = 70 UOS	70	37
HD/PHP Outpatient Behavioral Health Services – Hours 1.125 FTE <u>2.25 FTEs</u> x 40 hours/week x 46 weeks x 40% Level of Effort = 828 <u>38% LOE = 1573</u> UOS	828 <u>1,573</u>	22
Outpatient Behavioral Health Services – Hours 1.125 FTE x 40 hours/week x 46 weeks x 36% Level of Effort = 745 UOS	745	22
Total UOS Delivered	2,189	
Total UDC Served		22

6.

Methodology:

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

A. Outreach, recruitment, promotion, and advertisement

Edgewood conducts outreach to local county departments, police, emergency rooms and mental health practitioners to inform them of our current continuum of crisis services. Admissions into the Diversion program are planned.

Edgewood employs a variety of outreach strategies to build community and engage families in the services we offer. Utilizing networking systems such as ongoing meetings, email lists, social media postings, phone calls, and emails, established partners are contacted and notified of new or expanded services, available slots in services, and upcoming events and projects. Edgewood understands that it is important that staff and management attend and participate in county-wide events and committees to form relationships with other providers to ensure that the youth and families served by this program are provided the best opportunities for safety and stability. As a current contractor in San Francisco County, and the existing provider of CSU and HD services locally, Edgewood maintains the below strategies, including active presence in several collaborative forums, to ensure outreach, engagement and education of the services that are available for youth and families in crisis:

- Daily emails and outreach SFDPH CBHS Comprehensive Child Crisis and SFDPH Family Mosaic Project re: program capacity and openings to county system of care partners, local hospitals, STRTPs/residential settings, and community-based programs)
- School/District partnership & outreach meetings
 - San Francisco Unified School District (SFUSD) partnership & outreach meetings (2-3x/year)
 - San Francisco Private School forum convenings with mental health counselors and support staff

Contractor Name: Edgewood Center for Children and Families

Program Name: Hospital Diversion

Appendix A- 1 July 1, 2024

Funding Term: 10/01/23 – 06/30/24

Funding Source: MH CYF Fed SDMC FFP (50%),
MH CYF State 2011 PSR-EPSDT, MH CYF-GF

- Seneca Mobile Response Team (MRT) collaboration (monthly)
- Mobile community outreach conducted by program staff and leadership (ex: visiting local community-based organizations, community centers, Boys & Girls Clubs, YMCAs, etc. to drop materials and present information on services offered for youth in need)
- Taraval Police Department partnership & outreach (2x/year collaboration meetings minimum, invitations to campus events)
- Hosting information booths at local community events (ex: SF PRIDE, Suicide Prevention Walks, etc.)

Edgewood maintains a workforce that is reflective of the diversity of the local labor market, at all levels of employment. We recruit and maintain a diverse staff that currently includes staff that can speak Spanish, French, Cantonese, Mandarin, Hindi, Farsi, Vietnamese, Gujarati, and Samoan. Edgewood staff are also diverse in gender, age, ethnicity, sexual orientation, religion, abilities and disabilities, and in many other respects. Edgewood is dedicated to building a multicultural agency which enlists the full participation of diverse communities.

Edgewood recruits for its various positions by posting at other agencies, junior colleges, colleges, undergraduate and graduate schools, cultural organizations, diverse job boards such as the National Association of Black Social Workers, various social networks, NAMI, and youth drop-in centers. A recruitment bonus is also offered to current staff and a pay differential for bilingual staff. Further, Edgewood works alongside recruitment firms to ensure we are seeking a diverse and experienced workforce to support our youth and families.

Edgewood has a career website that is accessible to all candidates. Our language is inclusive and clearly states our workplace efforts to provide diversity and inclusion for attracting the right candidates.

Edgewood also provides employees with vertical and horizontal career opportunities. We aim to make employees aware of internal growth opportunities and have an internal recruiting process in place. Internal mobility is extremely important for our retention efforts.

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

Enrollment in the HD Program is based upon a client's age, gender, ethnicity, culture, and type of problem, as those variables are considered in relationship to the existing population in the program under consideration. The HD Program shall consider the youth's needs and strengths as well as the likelihood that the youth will benefit from the program. HD, ~~PHP~~, and ~~IOP includes~~ PHP include Lesbian, Gay, Bisexual, Transgender, and Queer/Questioning (LGBTQ) & Sexual Orientation, Gender Identity and Expression (SOGIE) youth. Once a referral is made to Edgewood, the steps to determine eligibility and gather information typically begin within 24 hours of initial contact with the referring party.

An acceptance of a referral for intake evaluation is not equivalent to admission into the program. The referring party, the family, or Edgewood may terminate the intake at any point should it become clear it would not be feasible to continue.

Contractor Name: Edgewood Center for Children and Families**Program Name:** Hospital Diversion**Appendix A- 1 July 1, 2024****Funding Term:** 10/01/23 – 06/30/24**Funding Source:** MH CYF Fed SDMC FFP (50%),
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As part of Edgewood's continuum of care, Edgewood's Crisis Stabilization Unit (CSU) may also refer youth to HD to further stabilize symptoms and to avoid psychiatric hospitalization. Any such referral is complete with collaboration and approval from SFCBHS.

When a referral appears to be appropriate for the HD Program, a request is made to the referring party and/or parent to forward all information that is pertinent to the services being requested including:

- Family and permanency history
- Prior placement history
- Mental health treatment history
- Psychological and psychiatric evaluation(s)
- Medical history
- Education records and individual educational plans (IEP's)
- Court reports
- Discharge summaries (from hospitalizations or other placements)

Pre-placement Visit & Interview: A member of the Intake Team conducts this meeting. During the visit the family is welcomed and informed that families are an integral component of successful treatment. Families are considered the experts of their lives and are viewed as partners by the treatment team. Edgewood recognizes that families who receive our help often have experienced challenging life circumstances, difficulty with previous providers, may distrust the system, and may struggle with relationships. Edgewood is committed to reducing the stigma and barriers associated with receiving treatment. Families are expected to participate in treatment. Edgewood staff will communicate this expectation with the knowledge that we may need to find a variety of ways to continually demonstrate how much Edgewood values family involvement. On occasion, because of the immediacy of placement need or geographic factors, a youth may be scheduled for admission without a pre-placement visit.

Admission Decision: After the visit, the information gathered during the admission process is reviewed by the multidisciplinary Intake Team (which includes the Director of Admissions, Director of Nursing, Acute Intensive Services (AIS) Director, Associate AIS Director, Clinical Supervisor, Milieu Managers or Non-Public School (NPS) Director). The Intake Team discusses the youth or youth's fit for the program and the capacity of the program to address and successfully assist the youth and family. Variables such as the current population, level of staff expertise and the physical environment are carefully considered. When indicated, additional psychological testing, psychiatric evaluation, or other necessary information is requested prior to a final decision to accept a youth or youth for treatment. The Intake Team decides and typically responds to referring agencies regarding acceptance or rejection of referral within one (1) business days. If a referral is denied, the reasons are documented on the referral tracker.

Placement in the HD Program is not appropriate for children and youth whose clinical presentation includes the following below.

Contractor Name: Edgewood Center for Children and Families**Program Name:** Hospital Diversion**Appendix A- 1 July 1, 2024****Funding Term:** 10/01/23 – 06/30/24**Funding Source:** MH CYF Fed SDMC FFP (50%),
MH CYF State 2011 PSR-EPSDT, MH CYF-GF

- Physical, neurological, or mental health needs that are better served in a more specialized treatment or medical facility. Examples include:
 - Children and youth with substance abuse disorders
 - Pregnant youth or youth with babies at the time of entry
 - Children and youth with moderate to severe intellectual disability
 - Diabetic children and youth who are unable to self-monitor or who are not compliant with treatment
 - History of significant sexual predatory behavior
 - Chronic, active fire setting behavior
 - History of serious criminal behavior

Waiting List Policy: Edgewood Center strives to provide smooth and timely access to agency program services. On rare occasions, existing circumstances result in a temporary inability of a program to serve new referrals. When a referral to the Program has been deemed appropriate, yet there is a delay in the program's ability to have the child/youth enter, the Intake Department will provide the referral source a projected entrance date and/or offer to place the child/youth on a wait list. The wait list is maintained by the Intake Department. In general, potential clients are added to the list in ascending order from the earliest date of request for service to the most recent.

Tracking of Referrals: Edgewood's Intake Department maintains a referral tracker. This referral tracker logs each program referral that is made to Edgewood. It includes the following information: Date/time of referral, the client's name, age, identified gender, diagnosis, and the referral source. In addition, it includes the decision made by Edgewood about the acceptance or denial of clients, denial reason.

C. Service delivery model

The HD Program provides a continuum of care including Hospital Diversion (HD), and Partial Hospitalization (PHP), and Intensive Outpatient (IOP) to stabilize youth experiencing acute stress or crisis, psychiatric, behavioral health and/or family problems. The HD Program further stabilizes youth symptoms to avoid psychiatric hospitalization and/or to provide a step-down from inpatient hospitalization or Edgewood's Crisis Stabilization Unit (CSU) providing skills development and family/caregiver support with the goal of returning the youth to a lower level of care. While the HD program is 24/7 for about two weeks, with approval from SF County DPH, youth can reduce their dose/length of stay and continue in PHP/IOP programming if clinically indicated.

The programs are designed to assess and stabilize a broad range of youth and family challenges including high-risk behavioral and emotional issues resulting in aggressive and/or self-harming behavior. In addition to a short-term stabilization service, Edgewood also offers diagnostic assessment and psychotropic medication evaluation and management, allowing youth to receive acute care outside the confines and cost of a locked inpatient unit. Youth and families are discharged from Edgewood's Diversion programs with a thorough and collaborative safety and treatment plan that concretely addresses safety concerns, referral needs and redeems hope and quality of life.

Contractor Name: Edgewood Center for Children and Families**Program Name:** Hospital Diversion**Appendix A- 1 July 1, 2024****Funding Term:** 10/01/23 – 06/30/24**Funding Source:** MH CYF Fed SDMC FFP (50%),
MH CYF State 2011 PSR-EPSDT, MH CYF-GF

Upon entry to the HD Program, an initial screen is completed to assess the immediate needs of the youth. When indicated by the screen, additional assessment, referrals and follow up may be required. The initial screen is completed by the assigned intake staff. The initial screen includes the following:

- Risk Screen and Needs: Youth are screened for suicide risk, danger to self or others, exploitation, and sexual exploitation using the Columbia Suicide Severity Rating Scale (C-SSRS) and Child and Adolescent Needs and Strengths (CANS). If immediate need is identified, intervention is required, and staff follow the crisis response protocol.
- Pain Screen: Youth are screened for pain. When indicated, referral for medical evaluation is made and follow-up may be required. All follow-up efforts are documented in the youth's chart.
- Nutrition Screen: Youth are screened for nutritional needs. When indicated, referral for nutritional evaluation is made and follow up may be required. All follow-up efforts are documented in the youth's chart.
- Trauma Screen: Youth are screened for trauma. When indicated, further assessment is initiated. Trauma continues to be assessed throughout the course of treatment. Interventions are documented in the youth's chart.

Using information gathered from the referral source, intake meeting, conversations with client, caregivers and external providers, the mental health clinician completes a comprehensive assessment following the youth's admission to the program. Upon completion of the assessment, the Needs and Services Plan (NSP) and Treatment/Care Plan is developed to address client needs. The primary goal of treatment is to provide intensive clinical and behavioral services to support a reduction in high-risk behaviors so that youth can return to their homes and their communities as quickly as possible. Edgewood's treatment team takes a trauma informed approach in dealing with issues of intergenerational complex trauma and community violence.

The HD (Residential) Program operates 24 hours per day, 7 days a week in one cottage on Edgewood's Vicente Campus located at 1801 Vicente Street in San Francisco. The residential program is licensed by the Department of Social Services Community Care Licensing as a Group Home with a capacity to serve up to 12 youth. The HD Program serves youth ages 12-17. This treatment intervention is anticipated to last approximately 14 days based on clinical and medical necessity and is contracted to provide two residential beds for San Francisco Community Behavioral Health Services (CBHS) and Family Mosaic Project (FMP).

When clinically indicated, approved by San Francisco Community Behavioral Health Services (CBHS), and as budget allows, HD youth may transition within our continuum (step down from HD to PHP/~~IOP~~) to best meet the needs of the youth. To enhance treatment, the PHP Program operates from 3-6 hours per day, 5 days a week for a duration of 2-4 weeks ~~while the IOP Program operates 3 hours per day, 3-5 days a week for a duration of 2-8 weeks.~~ PHP and IOP. PHP services are offered in one cottage on Edgewood's Vicente Campus located at 1801 Vicente Street in San Francisco.

Our HD, ~~PHP~~, and ~~IOP~~PHP Programs feature:

- Supervision, monitoring, and support to ensure safety after a mental health crisis.
- Strengths-based approach to promote resiliency.

Contractor Name: Edgewood Center for Children and Families

Program Name: Hospital Diversion

Appendix A- 1 July 1, 2024

Funding Term: 10/01/23 – 06/30/24

Funding Source: MH CYF Fed SDMC FFP (50%),
MH CYF State 2011 PSR-EPSDT, MH CYF-GF

- Family-focused treatment to increase communication and connection with all members of the youth's support system and join families together.
- Target the reduction of high-risk behaviors with emphasis on developing coping strategies and crisis management skills for youth and caregivers.
- Intensive group-based treatment focused on increasing therapeutic skills as well as promoting Holistic/Fully Body Wellness.
- Work towards gradually re-integrating youth into their homes and communities and connecting families with appropriate community-based support (both therapeutic and recreational).
- Dialectical behavior therapy (DBT) informed programming. DBT is a modified type of cognitive behavioral therapy (CBT). Its main goals are to teach people how to live in the moment, develop healthy ways to cope with stress, regulate their emotions, and improve their relationships with others.
- A multi-disciplinary team of well-trained staff members who are committed to providing a safe, therapeutic environment for those who we serve. Team members include therapists, counselors (24/7), program managers, nurses, and psychiatrists. The program has also included support from family partners and nurse practitioners. ~~(Youth enrolled in IOP are not assigned a psychiatrist/nurse practitioner).~~
- Therapeutic Programming
 - Therapeutic classroom Monday - Friday
 - Expressive Arts programming
 - Occupational therapy
 - Therapeutic recreation
 - Life skills/Social Skills activities
 - Mindfulness and Holistic Healing groups and activities
- Clinical/Medical Services (Specialty Mental Health Services including, but not limited to)
 - Comprehensive Assessment and Treatment Planning
 - Individual therapy (HD/PHP minimum 2x/week, ~~IOP minimum 1x/week~~)
 - Family therapy (minimum 1x/week)
 - Group therapy, including DBT skills (minimum 2x/day)
 - Psychiatry assessment and treatment (HD/PHP only)
 - Case Management
 - Rehabilitation (daily)
 - Crisis Intervention (as needed)

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Edgewood staff and leadership understand the importance of partner relationships in providing quality care to our children/youth and families. SF County Medi-Cal referrals come to us from SFDPD CBHS Comprehensive Child Crisis and SFDPH Family Mosaic Project, so we focus considerable attention on effective communications with these agencies. We use several methods of communication with all parties involved in a child/youth crisis, and we consistently reach out to keep our contacts up-to-date and well-informed.

D. Discharge Planning and exit criteria and process

The HD Program begins to address discharge planning at the onset of referral and intake in order to support a maximum length of stay of two weeks or less. Edgewood staff creates a flexible and responsive discharge transition plan with time frames and goals for community involvement, that is sensitive and relevant to the youth and family's identified culture. The plan is co-created with the youth and parent(s)/caregiver(s). We involve parents/caregivers in identifying strengths that can be used after discharge to help prevent a future crisis and support the client, and in identifying resources in the community (behavioral health providers, informal supports, family support organizations). The plan is defined by specific goals with measurable outcomes developed collaboratively by the youth, their parent(s)/caregiver(s), and their service provider(s). Discharge planning can include things like setting up outpatient appointments with step-down programs or clinics, setting up regular one-on-one therapy sessions with a school social worker, and enrolling clients in teen skills groups offered by local service providers. This process also involves preparing youth and families for the transition home, to an outside program, or to another Edgewood program like our PHP ~~or IOP programs~~. Our PHP ~~and IOP programs are~~ program is located on the Vicente Campus and ~~allow~~ allows yet another step in the continuum of care to support youth pre/post crisis. ~~They operate 3-PHP operates~~ 5 days per week for a duration of 2-4 ~~weeks and 2-8~~ weeks, offering highly structured and therapeutic programming.

E. Program staffing

Acute Intensive Services (AIS) Programs Director/Group Home Administrator is responsible for residential program on the Vicente campus and for the supervision of the Associate Director, Milieu Manager, Clinical Supervisor and provides oversight of budget, treatment philosophy, and coordination of care. The AIS Programs Director has a master's degree and clinical license and at least 2-6 years of experience in a mental health setting and is credentialed as a Licensed Marriage and Family Therapist (LMFT) with the county mental health plan. The AIS Programs Director is responsible for providing training, consultation, and oversight to the program and supervises the Clinical Supervisor. The position ensures the program adheres to all licensing requirements, is a liaison to Community Care Licensing (CCL) analyst, and reviews Incident Reports.

Associate Director of Acute Intensive Services (AIS) Programs is responsible for supervision of the Facility Managers and relief counselors, supports the Administrator, assists with CCL work, and is designated as the substitute when the Group Home Administrator is absent. The Associate Director has a high school diploma, associate degree, bachelor's degree, or master's degree and has at least 1-6 years of experience in a mental health setting. Staff are credentialed as a Mental Health Worker or Mental Health Rehab Specialist with the county mental health plan. The Associate Director reports to the AIS Programs Director and can be designated as a Facility Manager.

Milieu Manager is responsible for direct oversight of counselor/direct care staff and clients in their assigned cottage and is responsible for the overall functioning of the program. The Milieu Manager

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has a high school diploma, associate degree, bachelor's degree, or master's degree and has at least 1-6 years of experience in a mental health setting. Staff are credentialed as a Mental Health Worker or Mental Health Rehab Specialist with the county mental health plan. The Milieu Manager reports to the Director of Crisis Residential Services. The Milieu Manager can be designated as a Facility Manager. The number of positions supporting the HD Program is one (1). Additionally, there is a Milieu Manager position that supports the Partial Hospitalization Program (PHP) ~~and Intensive Outpatient Program (IOP)-).~~

Counselor/Direct Care Staff is responsible for supervising clients and providing rehab services. The Counselor/Direct Care Staff has a high school diploma, associate degree, bachelor's degree, or master's degree and has at least 1-4 years of experience in a mental health setting. Staff are credentialed as a Mental Health Worker or Mental Health Rehab Specialist with the county mental health plan. The daytime Counselor/Direct Care Staff reports to the Milieu Manager and the relief Counselor/Direct Care Staff reports to the Associate Director. The number of positions supporting the HD Program is approximately 17 for a census of 12 clients HD and 12 clients PHP ~~IOP~~.

Facility Manager/Upnight Facility Manager is responsible for the supervision of staff and clients and is part of the crisis support team. Additionally, the Upnight Facility Manager is responsible for the after-hours supervision of the Upnight staff. The Facility Manager/Upnight Facility Manager has a high school diploma, associate degree, bachelor's degree, or master's degree and has at least 1-6 years of experience in a mental health setting. Staff are credentialed as a Mental Health Worker or Mental Health Rehab Specialist with the county mental health plan. The Facility Manager/Upnight Facility Manager reports to the Associate Director. The number of positions supporting the Program is approximately 5 for a census of 12 clients in HD (and 12 clients in PHP ~~IOP~~).

Upnight Counselor/Direct Care Staff is responsible for supervising clients and providing rehab services. The Counselor/Direct Care Staff has a high school diploma, associate degree, bachelor's degree, or master's degree and has at least 1-4 years of experience in a mental health setting. Staff are credentialed as a Mental Health Worker or Mental Health Rehab Specialist with the county mental health plan. The Upnight Counselor/Direct Care Staff reports to the Upnight Facility Manager. The number of positions supporting the Program is approximately 6 for a census of 12 clients in HD (and 12 clients in PHP ~~IOP~~).

Clinical Supervisor is responsible for overseeing the clinical team and provides individual and group supervision to Therapists and Care Managers. The Clinical Supervisor is a licensed clinician with the Board of Behavioral Sciences. The Clinical Supervisor has a master's degree or doctorate and has at least 2 years of licensed experience in a mental health setting. Staff are credentialed as a Licensed Practitioner of the Healing Arts with the county mental health plan. The Clinical Supervisor reports to the Clinical Director. The number of positions supporting the Program is 2.

Nursing Director and Registered Nurses are responsible for providing basic medical care, administers medication, schedules all outside medical appointments. The Registered Nurses and Nursing Director are licensed registered nurses with the Board of Registered Nursing. The Nursing Staff/Registered Nurse has bachelor's degree or master's degree and are credentialed as a Registered Nurse with the county mental health plan. The Registered Nurse reports to the Nursing Director who reports to the Medical Director. The number of positions supporting the Program is 4 (1 Nursing Director, 3 RNs).

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Medical Director is responsible for overseeing the medical services related to the Residential Program including medical and psychiatric services. The Medical Director is certified through the Medical Board of California and supervises the Nurse Practitioner and Director of Nursing. The Medical Director is credentialed as a Physician with the county mental health plan. The Medical Director reports to the Chief Executive Officer.

Clinician/Care Manager is responsible for providing case management, individual, family, and group therapy and is responsible for scheduling individual activities for youth. The Therapist and Care Manager is a registered, licensed, or waived clinician with the Board of Behavioral Sciences. The Clinician/Care Manager has a master's degree or doctorate and has at least 1-2 years of experience in a mental health setting. Staff are credentialed as a Licensed Practitioner of the Healing Arts with the county mental health plan. The Clinician/Care Manager reports to the Clinical Supervisor. The number of positions supporting the HD Program is 4 (with an additional 3 positions supporting PHP/AOP).

HD Ancillary Support Position Descriptions

Director of Admissions is responsible for overseeing the intake department, screening referrals, marketing/outreach of the program and completing intakes for the Residential Program. The Admissions Director provides direct oversight to the Intake Clinician, Intake Coordinator and Admissions Coordinator. The Admissions Director has a high school diploma, associate degree, bachelor's degree, or master's degree and has at least 1-6 years of experience in a mental health setting. Staff are credentialed as a Mental Health Worker or Mental Health Rehab Specialist with the county mental health plan. The Admissions Director reports to the Regional Director.

Intake Coordinator provides administrative support to the intake department by processing paperwork, entering data, responding to inquiries and developing systems to ensure that the department is running smoothly. The Intake Coordinator may have a high school diploma, associate degree, bachelor's degree, or master's degree. Staff are credentialed as administrative staff with the county mental health plan. The Intake Coordinator reports to the Director of Admissions.

F. Vouchers

N/A

7. Objectives and Measurements:

All objectives, and descriptions of how objectives will be measured, are contained in the document entitled Children, Youth, and Families Performance Objectives FY23-24.

8. Continuous Quality Improvement:

Quality Assurance and Improvement (QAI) is a continuous process and occurs across all programs, services, and departments. The responsibility of QAI is shared between direct care providers, supervisors, directors, and Quality Management (QM) staff. QM staff work closely with providers and supervisors around areas of documentation, HIPAA, confidentiality, special incidents, client grievances, as well as any other issues or concerns that impact the environment of continuous quality improvement.

Leadership, Program teams and QM staff review and analyze client satisfaction results, outcome data, program productivity, critical incidents, environment of care, delivery of culturally competent services to identify areas for improvement and inform changes in agency practice. Through quality improvement activities such as program review, areas for improvement are identified. QA staff provide timely

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feedback directly to program staff and managers on areas to correct and improve. QA staff identify patterns in documentation and practice and follow up with managers to develop a plan of correction, as needed. Corrective plans are reviewed and monitored until desired results occur. Continuous follow-up is required to maintain improved levels.

The QA team consists of the Head of Quality Management and Privacy, an Associate Director of Quality Management, two Quality Assurance Managers and two Quality Assurance Administrative Coordinators that support programs across the agency. The QA team supports and monitors the following list of QA activities that are currently in place:

1. Achievement of contract performance objectives and productivity
 - Program Managers review productivity data with direct service providers (staff) weekly and monitor against stated expectations. During these meetings, they trouble shoot low census numbers, client engagement, caseloads assignments, discharging planning, etc. to ensure that direct service providers are working towards meeting their productivity.
 - Program Leadership and Finance Team review program productivity data monthly and develop action plans based on the data.
 - QM staff and Program Teams review contract performance objectives annually and develop action plans based on the data. Evidence of monitoring and completion of corrective plan is maintained in the electronic compliance binder.
 - Corrective plans may include staff training, increased oversight by supervisors and QM staff support, and tracking of data to measure progress over time.
2. Quality of documentation, including a description of the frequency and scope of internal chart audits
 - Initial documentation training is provided during New Hire Orientation. Managers provide ongoing supervision and support in gaining competency with documentation with documentation standards. QM staff also review staff documentation and provide ongoing training and support, as needed, in either face-to-face or online formats.
 - All staff receive regular supervision. Individual supervisors are responsible for reviewing documentation (assessments, CANS, treatment plans, progress notes, and all other relevant paperwork) for accuracy and adherence to all Medi-Cal and agency documentation standards. In addition to initial review by supervisors, QM staff also performs QM level review of documentation. QM staff review paperwork completion, timeliness, and compliance with all internal and external documentation expectations. QM staff work collaboratively with supervisors to provide feedback and track errors/improvement requests until completion.
 - Chart review is ongoing. QM staff audit client documentation for technical and clinical accuracy. Documentation reviews occur within 60 days of admission, every 6 months from admission, at discharge and during the note review process. Program Staff, Supervisors, and QA Staff use a standardized documentation checklist to track documentation compliance requirement to audit documentation. Chart review may also occur upon staff transitions (departures, transfers, staff change, etc.) to ensure completion of the client record and to coordinate a smooth transition to a new service provider. Chart review may also be triggered because of findings in a program review or when regular QM review of documents reveals a pattern of concern. Errors are tracked and corrected.

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QM staff review client documentation including assessments, CANS, care plans/treatment plans, progress notes, authorizations, and all other relevant paperwork. Client diagnosis, supporting rationale, impairment criteria and linkage to goals/objectives, effectiveness of interventions provided. Progress notes are also reviewed for technical errors as well as clinical relevance to treatment outlined in the service plan.

Depending on the severity of the deficiencies, this may trigger an improvement plan for the staff or program, which may include additional training or oversight by QM staff.

3. Cultural Competency of staff and services

- Program Managers and direct service providers (staff) participate in weekly supervision to identify and address issues of culture and diversity. Factors that could impact treatment are addressed by the team. Edgewood programs make every effort to employ staff from diverse backgrounds with language capabilities to serve clients in their preferred languages. Edgewood contracts with Language Back for translation services. When staff are not able to meet the language needs of the client/family, staff contact the Language Bank services for translation services.
- Additionally, staff training needs are communicated to the training department and may be added to the training calendar. All staff participate in mandatory annual Cultural Competency Training.

4. Satisfaction with services

- Edgewood programs participate in the SF CBHS consumer perception survey process twice a year. Findings from client satisfaction surveys and program performance objectives are reviewed bi-annually by program staff and agency leadership. Information is analyzed and areas for improvement are identified. In areas that fall below expected results, corrective plans are implemented, and activities are monitored until desired results occur. Continuous follow-up is required to maintain improved levels.
- Edgewood programs have also implemented their own Satisfaction Survey. QM and Program Teams review data annually at the end of the fiscal year and identify areas for improvement. Corrective actions are monitored until completed.

5. Timely completion and use of outcome data, including CANS and/or ANSA data

- Client paperwork timelines are tracked upon admission. Direct service providers (staff) receive regular notification of documentation timelines and requirements. Paperwork timeliness and use of CANS is reviewed during the PURCQ process every six months. CANS items and identified needs are reviewed to confirm that prioritized needs are being addressed and clients are making progress towards established goals and objectives. QM staff support the process by reviewing completion of paperwork within required timelines.

9. Required Language: N/A

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

**Behavioral Health Services' Monitoring Plan for Edgewood Center for Children & Families
Added to Appendix A-1, Section 8 (Continuous Quality Improvement), Part 6**

July 1, 2024

The purpose of this monitoring plan is to ensure that Edgewood Center for Children & Families (henceforth referred to as *Edgewood*) has the capability to adequately address the following areas in a sustained, consistent manner. The monitoring plan will commence on July 1, 2024 and extend through June 30, 2025. Placements may commence concurrently with the start of the monitoring plan. If at any point during the monitoring year Edgewood fails to satisfy the monitoring requirements, as determined by the City acting in its sole discretion, such failure will constitute a material breach of this Agreement with no cure period available. In that event, the City may (1) extend the monitoring plan for a second year or as otherwise deemed appropriate by the City; or (2) immediately terminate the Hospital Diversion (HD) scope of work (Appendix A-1), with no remedies legal, equitable, or otherwise, available to Edgewood. The monitoring process will be reviewed and approved monthly by BHS Quality Management and CYF for a 12 month period.

1. By July 31, 2024, the Parties must finalize all deadlines and proposed evidence for each recommendation of the monitoring plan (see Attachment 1);
 - a. Due dates have already been assigned to the recommendations in Sections 7, 8, and 10 due to concerns directly related to reporting errors.
2. Starting July 1, 2024, through July 31, 2024, the Parties must establish a monthly meeting schedule; and
3. Starting July 1, 2024, through the monitoring year, Edgewood must regularly communicate with the City and provide the City with proof of documentation about accomplishing the various goals within the established timelines in the FY24-25 Monitoring Plan.

Note: Some recommendations in the FY24-25 Monitoring Plan (Attachment 1) were modified from the Root Cause Analysis report dated April 4, 2024 (see Attachment 2-Root Cause Analysis).

Background: The following issues and recommendations were identified in the Root Cause Analysis Report dated April 4, 2024. This analysis was requested by Edgewood subsequent to reporting errors following a member allegation against staff on January 28, 2024 (for the full Root Cause Analysis – see Attachment 2).

Section 7: Internal Communications and Coordination of Care-

Concerns directly related to Reporting Errors

1. *Confusion among first level administrators on call regarding the steps to take related to allegations against staff.*

Concerns not directly related to Reporting Errors

- *None.*

Recommendations

1. *Retrain residential program leadership team regarding management of allegations against staff.*

Section 8: External Communication and Coordination of Care-

Concerns directly related to Reporting Errors:

1. *Lack of clarity regarding requirement to complete CPS reports when an allegation is made against staff.*
2. *Failure to immediately report abuse allegations to SF DPH when youth is not a San Francisco beneficiary and/or dependent.*

Concerns not directly related to Reporting Errors:

- *None.*

Recommendations

1. *Retrain staff regarding client allegations against staff being sufficient cause for CPS reporting based on reasonable suspicion requirements.*
2. *Update mandated reporting policy to align with guidance received regarding CPS reporting of all allegations against staff.*
3. *Retrain [REDACTED] and other Incident Report approvers regarding CPS and QOC reporting requirements.*

Section 9: Complaint, Grievance and Allegation Processes-

Concerns directly related to Reporting Errors

- *None.*

Concerns not directly related to Reporting Errors

1. *Policy was not followed regarding the requirement to remain off-campus during PAL.*
2. *Confusion regarding when a staff would be put on PAL due to an allegation and which leaders have authority to initiate a PAL in these circumstances.*
3. *Confusion regarding responsibility for completing staff interviews directly related to client allegations.*
4. *Internal review process did not include a review of incident documentation and was done in a manner that felt rushed.*
5. *Program leadership may have used inappropriate pressure on the HR staff to speed up the Internal Review process.*

Recommendations

1. *Create clear guidance for staff on the definitions and differences between complaints and allegations. Include guidance in staff training materials.*
2. *Develop concrete criteria outlining when staff should be placed on PAL.*
3. *Revise Internal Review policy to add convening of leadership group, ultimate responsibility of Senior Program Director, PAL criteria, actions to be taken by supervisors when an allegation against staff occurs and prohibiting program leadership from applying undue pressure on HR staff completing Internal Reviews.*
4. *Establish a minimum length of time that internal reviews should take (note Edgewood leadership has decided on a minimum of two business days).*
5. *Require that all Internal Reviews include review of incident documentation prior to commencement of interviews.*
6. *Develop a checklist or similar tool for HR Internal Reviews that mirrors policy and is used as a tool to ensure all steps are taken in rare events of staff allegations. The tool can be embedded within the Internal Review template.*
7. *Ensure that program leaders have a contingency plan in place to manage staff vacancies caused by PAL.*

8. *Retrain HR staff, executive staff, and program leadership regarding procedures for Internal Reviews, responsibility for staff interviews and PAL.*

Section 10: Incident Reporting Procedures-

Concerns directly related to Reporting Errors:

1. *Late completion of Incident Reports by staff.*
2. *Lack of coverage plan when Incident Report approvers are out of the office delays written external notifications.*
3. *Convoluting process within QA for submitting external notification documents.*
4. *Continued confusion about requirement to submit QOC reports for non-SF beneficiaries or dependents to SF DPH.*

Concerns not directly related to Reporting Errors:

1. *Program Director not documenting verbal notifications to CCL within relevant Incident Reports.*

Recommendations

1. *Update Incident Reporting Policy to include Welligent procedures, remove references to outdated EHR and clarify that QOC reports are required for all clients served on the Vicente campus despite the client's particular funding source.*
2. *Revise Incident Reporting Training to reflect updated policy and to emphasize the need for QOC reporting for all Vicente campus youth.*
3. *Monitor staff timeliness for Incident Report writing and approval and implement individual performance improvement plans as needed.*
4. *Develop coverage planning process to ensure Incident Report approval when primary approver is out of the office.*
5. *Ensure that all approvers are retrained regarding documentation of all verbal notifications and are documented within the EHR Incident Report notifications section.*
6. *Revise and simplify process for QA submission of external notification documents, including identifying when PHI redaction is needed and distributing documents after final approval only.*
7. *Train Incident Report approvers and QA staff regarding new external notification submission procedures.*
8. *Develop a checklist for QA staff to use in an ongoing manner to support new external notification submission procedures.*
9. *Track data regarding timely notifications to CCL, SF DPH and CPS. Monitor this data in the agency's Practice Improvement Workgroup to identify trends, process improvement activities and impact of activities on data/compliance.*

Section 13: Staff Orientation and Training-

Concerns related to Reporting Errors

- *None.*

Concerns not directly related to Reporting Errors

1. *Training content does not include practical examples related to abuse reporting and the possibility of allegations against staff.*

Recommendations

1. *Revise mandated reporting training to include real life examples of situations requiring mandated reports and how reporting responsibilities should be handled.*

2. *Revise crisis management training to address the possibility of allegations against staff and how such rare situations should be handled by staff.*

Section 20: Organizational Culture-

Concerns related to Reporting Errors

- *None.*

Concerns not directly related to Reporting Errors

1. *Higher levels of staff vicarious trauma given acuity of population.*

Recommendations

1. *Continue trauma informed systems work, allowing opportunities and spaces for facilitated reflective debriefing and consultation.*

Attachment 1 – FY24-25 Monitoring Plan

Section 7: Internal Communications/Coordination of Care- Recommendation(s)	Responsible Person	Due Date	Proposed Evidence/Docs of Completion
Retrain residential program leadership team regarding management of allegations against staff.	Senior Program Director	9.30.24	Proof of training Training content Mgt protocols
Section 8: External Communication/Coordination of Care- Recommendation(s)	Responsible Person	Due Date	Proposed Evidence/Docs of Completion
Retrain staff regarding client allegations against staff being sufficient cause for CPS reporting based on reasonable suspicion requirements.	Director of QM/Privacy	9.30.24	Proof of training Training content
Update mandated reporting policy to align with guidance received regarding CPS reporting of all allegations against staff.	Director of QM/Privacy	9.30.24	Revised policy
Retrain all Incident Report approvers regarding CPS and QOC reporting requirements.	Director of QM/Privacy	9.30.24	Proof of training Training content
Section 9: Complaint, Grievance and Allegation Processes- Recommendation(s)	Responsible Person	Due Date	Proposed Evidence/Docs of Completion
Create clear guidance for staff on the definitions and differences between complaints and allegations. Include guidance in staff training materials.	Director of QM/Privacy		
Develop concrete criteria outlining when staff should be placed on PAL.	HR Director		
Revise Internal Review policy to add convening of leadership group, ultimate responsibility of Senior Program Director, PAL criteria, actions to be taken by supervisors when an allegation against staff occurs and prohibiting program leadership from applying undue pressure on HR staff completing Internal Reviews.	HR Director		
Establish a minimum length of time that internal reviews should take.	HR Director		

Section 9: continued- Recommendation(s)	Responsible Person	Due Date	Proposed Evidence/Docs of Completion
Require that all Internal Reviews include review of incident documentation prior to commencement of interviews.	HR Director		
Develop a checklist or similar tool for HR Internal Reviews that mirrors policy and is used as a tool to ensure all steps are taken in rare events of staff allegations. The tool can be embedded within the Internal Review template.	HR Director		
Ensure that program leaders have a contingency plan in place to manage staff vacancies caused by PAL.	Senior Program Director		
Retrain HR staff, executive staff, and program leadership regarding procedures for Internal Reviews, responsibility for staff interviews and PAL.	HR Director		
Section 10: Incident Reporting Procedures- Recommendation(s)	Responsible Person	Due Date	Proposed Evidence/Docs of Completion
Update Incident Reporting Policy to include Welligent procedures and remove references to outdated EHR. Align current policy with current BHS QOC policy, including the reporting of non-BHS members.	Director of QM/Privacy	9/30/24	Revised policy
Revise Incident Reporting Training to reflect updated policy with emphasis on when to submit QOC report regarding non-BHS members.	Director of QM/Privacy	10/31/24	Proof of training Training content
Monitor staff timeliness for Incident Report writing and approval and implement individual performance improvement plans as needed.	Director of QM/Privacy	Begin 7.1.24, ongoing	Sample of monitoring report (redact PI plan)
Develop coverage planning process to ensure Incident Report approval when primary approver is out of the office.	Senior Program Director	9/30/24	Coverage protocol
Ensure that all approvers are retrained regarding documentation of all verbal notifications and are documented within the EHR Incident Report notifications section.	Director of QM/Privacy	9/30/24	Proof of training Training content

Section 10: continued- Recommendation(s)	Responsible Person	Due Date	Proposed Evidence/Docs of Completion
Revise and simplify process for QA submission of external notification documents, including identifying when PHI redaction is needed and distributing documents after final approval only.	Director of QM/Privacy	9.30.24	Description of process
Train Incident Report approvers and QA staff regarding new external notification submission procedures.	Director of QM/Privacy	10.31.24	Proof of training Training content
Develop a checklist for QA staff to use in an ongoing manner to support new external notification submission procedures.	Director of QM/Privacy	9.30.24	Checklist
Track incident reporting data regarding timely notifications to CCL, SF DPH and CPS. Monitor this data in the agency's Practice Improvement Workgroup to identify trends, process improvement activities and impact of activities on data/compliance. Provide monitoring data to BHS on a monthly basis, prior to each monthly meeting. Discuss data and improvement work at monthly meetings.	Director of QM/Privacy	Begin 7.1.24, ongoing	PI Workgroup mtg minutes Monitoring data
Section 13: Staff Orientation and Training- Recommendation(s)	Responsible Person	Due Date	Proposed Evidence/Docs of Completion
Revise mandated reporting training to include real life examples of situations requiring mandated reports and how reporting responsibilities should be handled.	Training Director		
Revise crisis management training to address the possibility of allegations against staff and how such rare situations should be handled by staff.	Training Director		
Section 20: Organizational Culture- Recommendation(s)	Responsible Person	Due Date	Proposed Evidence/Docs of Completion
Continue trauma informed systems work, allowing opportunities and spaces for facilitated reflective debriefing and consultation.	CEO		

Attachment 2 – Root Cause Analysis**ROOT CAUSE ANALYSIS
EDGEWOOD CENTER FOR CHILDREN AND FAMILIES****DATE:** April 4, 2024**BY:** Jennifer Cárdenas, LCSW

This Root Cause Analysis Report was requested by Edgewood related to an oversight in timely reporting to some entities by Edgewood staff of an allegation made against a staff member on January 28, 2024. Edgewood retained this consultant on February 8, 2024 to complete an analysis of the reporting errors and to provide recommendations for Edgewood to improve reporting practices.

It is important to emphasize that this Root Cause Analysis (RCA) was not forensic in nature, but rather focused on gathering information from available documents and in-person interviews in order to identify policies, procedures and practices at Edgewood that may have contributed to the reporting delays, and provide Edgewood with recommendations for improving its operations and client care that would decrease the likelihood of similar reporting incidents occurring in the future.

Due to the sensitive nature of the event addressed in this report, staff and clients that are the subjects of the investigation are identified only by their initials.

Section 1: Analysis Process

This consultant conducted a document review and multiple interviews, held both in person and by Zoom, during the months of February and March, 2024. This work was focused on the allegation made against staff [REDACTED] by client [REDACTED] as well as the resulting reports made to Community Care Licensing (CCL), Child Protective Services (CPS) and San Francisco Department of Public Health (SF DPH). The RCA included a review of the below areas, as were relevant to the allegation and reporting delays that were within the scope of this consultant's activities:

- Client assignment procedures
- Client observational procedures
- Client services and treatment
- Family involvement in care
- Internal communication and coordination of care
- External communication and coordination of care
- Complaint, grievance, and allegation processes
- Incident reporting procedures

- Human resources
- Staffing structure
- Staff orientation and training
- Staff supervision
- Organizational structure, including executive leadership and oversight
- Board of Directors oversight
- Availability of information
- Physical environment
- Equipment maintenance/management
- Organizational culture

The information in this RCA was gathered from interviews with key individuals from the residential program listed below and from documents provided to the consultant by Edgewood. The client was not interviewed due to their discharge from Edgewood prior to the commencement of analysis activities.

- Chief Executive Officer (CEO) [REDACTED]
- Senior Program Director [REDACTED]
- Nursing Director [REDACTED]
- Human Resources (HR) Director [REDACTED]
- Head of Quality Management and Privacy (QM) [REDACTED]
- Program Director [REDACTED]
- Milieu Manager [REDACTED]
- Staff [REDACTED], to whom client [REDACTED] made allegation
- Facility Manager [REDACTED], subject of [REDACTED]'s allegation
- Nurse LQ, to whom [REDACTED] made allegation

All interviews were completed using a curiosity-based inquiry method, enabling the interviewer to follow the conversation where it leads. This methodology follows the intent of the root cause analysis to continually ask “why” and “how” until such time as root causes have been identified. In meetings and interviews, a wide variety of topics was discussed, including:

- A timeline of the incident involving staff [REDACTED] and [REDACTED] with client [REDACTED]
- Clinical information regarding [REDACTED]
- Incident reporting procedures
- Quality Assurance and Improvement practices

- Internal Incident Review procedures
- Relevant staff training
- Organizational culture, particularly as it relates to child abuse allegation reporting

This consultant reviewed the documents and systems listed below to inform the project:

- Incident Reports for client [REDACTED]
- Community Care Licensing Reports (2015-present)
- Fingerprint and background check documentation for staff [REDACTED]
- External notification documents for [REDACTED] incident and allegation, including CPS report and Quality of Care (QOC) submission
- Internal HR review documents related to [REDACTED] allegation
- Policies and procedures related to complaints and grievances, incident reporting, internal investigations, and mandated reporting.
- Policies and procedures related to use of emergency interventions, including excerpts from Group Home Program Statement
- Training materials related to incident reporting and mandated reporting
- Welligent Electronic Health Record screens for Incident Reporting, including External Notifications system.

Section 2: Incident and Reporting Timeline

Sunday January 28, 2024

Client [REDACTED] was experiencing high levels of psychiatric distress, including self-reported hallucinations, head banging self-harm behaviors and attempts to run off campus at the behest of her hallucinations. As a result of her struggles that day, staff [REDACTED] was assigned to support [REDACTED] in activities and to shadow/intervene with [REDACTED] to ensure safety.

In the early afternoon, [REDACTED] transitioned [REDACTED] into a group room with the rest of the youth from her cottage and additional staff for an activity. [REDACTED] became escalated in the group and was escorted by [REDACTED] and Facility Manager [REDACTED] back to the cottage just before 1:30pm. While outside on the campus grounds, [REDACTED] initiated a standing hold by placing his hands on [REDACTED]'s shoulders when she made a motion as if to run off campus. [REDACTED] was present for the standing hold and both [REDACTED] and [REDACTED] heard [REDACTED]'s statement that she was experiencing pain from the hold. [REDACTED] loosened his hold and immediately changed places with [REDACTED], who initiated a standing hold.

Approximately two minutes later, [REDACTED] transitioned [REDACTED] into a seated hold due to [REDACTED]'s continued agitation. During the seated hold, [REDACTED] was holding [REDACTED]'s ankles while MB held client [REDACTED]'s arms. During this hold, which lasted for two minutes, [REDACTED] complained again of pain. After the hold was released, [REDACTED] called [REDACTED]'s parents to notify them about the physical hold and then [REDACTED] walked [REDACTED] back to the residential cottage. At no time before, during or after the hold was [REDACTED] alone with [REDACTED].

Once they had returned to the cottage, ■■■ told ■■■ that she believed ■■■ had “touched her private parts” during the hold. Client ■■■ requested to go to the nursing office to see nurse ■■■ and was walked there by ■■■ at approximately 1:45pm.

■■■ was in regular contact with program director ■■■ through the day by text message, including immediately after the allegation. ■■■ was informed by ■■■ about both the physical hold and the allegation against ■■■. ■■■ reportedly asked what reports she should make regarding the allegation and was informed by ■■■ to contact ■■■’s father but that no additional reports were needed from ■■■. ■■■ called CCL to make a verbal report about the hold and allegation at some time during the afternoon of January 28.

■■■ and ■■■ met alone in the nursing office where ■■■ repeated her allegation against ■■■. ■■■ called nursing director ■■■, who spoke with ■■■ via speakerphone and provided ■■■ with directives regarding next steps. During this conversation, ■■■ was informed of her rights to file a grievance and requested to wait for her father’s arrival in the nursing office. During this time, ■■■ consulted again with ■■■ and then contacted ■■■’s father to inform him of the allegation.

■■■’s family arrived on Edgewood’s campus and met together at the residential cottage. Following the family meeting, ■■■’s parents informed Edgewood they would be removing ■■■ from the program immediately.

At 2:50, ■■■ informed ■■■ that client was being withdrawn from the program by her family and that she would be discharged from the program.

■■■ and ■■■ completed their shifts after ■■■’s discharge.

Monday January 29, 2024

Milieu Manager ■■■, Senior Program Director ■■■, HR Director ■■■ and QM ■■■ were notified of the allegation against ■■■. ■■■ interviewed both nurse ■■■ and staff ■■■ regarding the events of the day before, including the allegation made by client ■■■. Facility Manager ■■■ came to campus for his shift, as regularly scheduled. ■■■ asked ■■■ to come to his office for a conversation with ■■■ regarding the allegation. ■■■ then alerted ■■■ that he was on Paid Administrative Leave until the Internal Review was completed. As the interview with ■■■ concluded, he was removed from administrative leave and returned to the program for his shift. ■■■ also notified CEO ■■■ regarding the allegation, internal review and resulting conclusions.

Program Director ■■■ notified Kaiser, who had been funding the client’s treatment, regarding the physical hold, her allegation, and her subsequent discharge.

■■■ submitted her written Incident Report for the hold and allegation.

■■■ debriefed the incident with Nursing Director ■■■ and reportedly asked if a CPS report was necessary. ■■■ indicated that a CPS report was not required because the allegation against a staff member would be managed by CCL instead.

Wednesday January 31, 2024

QM [REDACTED] prepared a written incident summary to be provided to Kaiser.

Thursday February 1, 2024

Program Director [REDACTED] notified Kaiser in writing via email of the physical hold, [REDACTED]'s allegation against Facility Manager [REDACTED] and her discharge from the program using the written summary prepared the day prior.

Milieu Manager [REDACTED] approved the Incident Report written by staff [REDACTED].

Friday February 2, 2024

Program Director [REDACTED] approved staff [REDACTED]'s written Incident Report.

Tuesday February 6, 2024

Nurse [REDACTED] completed Incident Report for client [REDACTED] allegation.

Wednesday February 7, 2024

SF DPH is notified of the allegation after client [REDACTED] reports the allegation to a different provider, who contacted CPS and cross-reported to SF DPH. CEO [REDACTED] and QM [REDACTED] met with SF DPH staff regarding reporting issues and subsequently met with program director [REDACTED] regarding reporting errors.

Milieu Manager [REDACTED] and Program Director [REDACTED] approved nurse [REDACTED]'s written Incident Report.

Senior Program Director [REDACTED] contacted the CPS hotline to make a suspected child abuse report regarding [REDACTED]'s allegation. [REDACTED] was informed that CPS would not take the report and was directed to contact CCL instead. [REDACTED] submitted a written CPS report, contrary to CPS' phone guidance.

[REDACTED] submitted a written report on the hold and allegation to CCL.

Thursday February 8, 2024

Senior Program Director [REDACTED] corrected date error on written CPS report and resubmitted report to CPS fax line.

[REDACTED] submitted a Quality of Care (QOC) report to SF DPH.

Section 3: Client Assignment Procedures

Edgewood typically assigns a point person from the milieu staff to work with clients who may need a one-to-one support on any

particular day. Based on staff interviews, these assignments are typically based on a combination of existing therapeutic relationships, gender of both the client and staff and the overall milieu dynamic during the course of the day. In the case of [REDACTED] on January 28, 2024, she was receiving support and supervision from staff [REDACTED]. [REDACTED], a female identifying staff, had developed a therapeutic connection with client [REDACTED] during a prior shift and was a gender match to the client.

In the case of [REDACTED] on the day of the incident, it appears that the client assignment process was implemented as designed and that this assignment process was in alignment with practice standards for similar programs.

This consultant believes that client assignment procedures were not a root cause of the reporting errors.

Concerns directly related to Reporting Errors

- None

Concerns not directly related to Reporting Errors

- None

Recommendations

- None

Section 4: Client Observational Procedures

Edgewood's procedures require that high acuity clients be under constant observation and that clients in crisis be observed by multiple staff as necessary to ensure safety. On the day of client [REDACTED]'s allegation, she was receiving one on one support from staff [REDACTED] and, during her period of escalation, a second staff (Facility Manager [REDACTED]). [REDACTED] was never left alone with [REDACTED].

This consultant believes that client observational procedures were not a root cause of the reporting errors.

Concerns directly related to Reporting Errors

- None

Concerns not directly related to Reporting Errors

- None

Recommendations

- None

Section 5: Client Services and Treatment

The Program Statement for Edgewood approved by CCL includes information on agency policies and practices for physical holds of youth in their care. The policy requires that holds happen only when absolutely necessary and should last as little time as necessary to maintain client safety. Holds can only be undertaken when there is an appropriate ratio of staff to clients to ensure safety and client should be continuously monitored for pain or discomfort during a hold. Based on document review and staff interviews, client [REDACTED]'s physical hold occurred in alignment with Edgewood policy.

Other aspects of [REDACTED]'s services and treatment were not reviewed as part of this RCA as they were not relevant to the reporting errors that occurred.

It is the opinion of this consultant that client services and treatment, specifically the physical hold that occurred on January 28, was not a root cause for the reporting errors.

Concerns directly related to Reporting Errors

- None

Concerns not directly related to Reporting Errors

- None

Recommendations

- None

Section 6: Family Involvement in Care

Client [REDACTED] was in regular contact with her family during the day of the incident. Additionally, Facility Manager [REDACTED] provided immediate notification to [REDACTED]'s parents following the physical hold that occurred on January 28th. Staff [REDACTED] additionally called [REDACTED]'s father to inform him about the allegation, after receiving coaching from Program Director [REDACTED]. [REDACTED]'s family was supported during a family meeting on the same afternoon. This level of family involvement in care aligns with the standard of care for residential programs such as Edgewood's and was not a root cause of the reporting errors.

Concerns directly related to Reporting Errors

- None

Concerns not directly related to Reporting Errors

- None

Recommendations

- None

Section 7: Internal Communication and Coordination of Care

The milieu team reportedly had high levels of internal coordination of care to ensure client ■■■'s safety on the day of the incident. Regular check-ins and texting occurred throughout the day as staff ■■■ informed other milieu staff, including Facility Manager ■■■, of client's emotional state, hallucinations and head banging behaviors. Per interviews, ■■■ was also in "nearly constant contact" with Program Director ■■■ on the day in question to apprise ■■■ of client's acuity, behavioral incidents, and the physical hold. Additionally, ■■■ immediately reported the allegation against ■■■ to ■■■ and sought guidance regarding steps to be taken and internal/external reports to make. As described in more detail in the External Communication and Coordination of Care section of this report, ■■■ stated that she would be complete reporting to CCL and Kaiser; however, she did not advise ■■■ to make a CPS report during this period of consultation.

Per interviews, program leaders, including ■■■ and Milieu Manager ■■■, reported a lack of certainty about the precise steps they are to take when an allegation is made against a staff member due to the rarity of such an event.

It is the opinion of this consultant that the lack of understanding regarding steps to be taken by the administrator on-call related to allegations against staff was a root cause of the reporting errors.

Concerns directly related to Reporting Errors

- Confusion among first level administrators on call regarding the steps to take related to allegations against staff.

Concerns not directly related to Reporting Errors

- None

Recommendations

- Retrain residential program leadership team regarding management of allegations against staff.

Section 8: External Communication and Coordination of Care

Mandated Reporting

Edgewood's Mandated Reporting policy requires that staff submit a CPS report when they have "knowledge of or observe a person under

the age of 18 years whom they know, or reasonably suspect has been the victim of child abuse”. The policy further reminds staff that they are “required to make a report even if they don't have proof that abuse, or neglect occurred, or they don't have all the information”. Per the Incident Reporting policy, mandated reports must be made immediately by telephone or as soon as practically possible following awareness of a suspected or known incident of child abuse. Written CPS Reports (aka SCAR forms) must be submitted within 36 hours of when a CPS report is accepted by telephone.

SF DPH and San Francisco's Human Services Agency (HSA) leadership have both informed Edgewood leadership that they understand Edgewood to be required to submit CPS reports for all instances where a youth makes an allegation against staff members. However, this guidance has been undermined when, on the rare occasions that Edgewood has contacted CPS regarding such allegations, they have consistently been told by CPS hotline workers that they are not required to submit such a report to CPS and should instead contact CCL. This contradiction has resulted in confusion for Edgewood leadership (with the notable exception of CEO [REDACTED]) regarding their legal obligation to submit CPS reports in the instance of an allegation against a staff member.

Fundamentally, the Edgewood staff involved in the physical hold with client [REDACTED] and the allegation that followed did not feel that they had knowledge or a reasonable suspicion of abuse, nor did they report observing child abuse during the hold. This was evident in both written documentation and adamantly stated by the eye witness/participant in the hold (staff [REDACTED]) during her interview with this consultant. Because of the eye witness and the fact that the client was not left alone with [REDACTED] at any time, staff did not feel that [REDACTED]'s allegation caused a reasonable suspicion. Given the staff's understanding of their mandated reporting responsibilities and Edgewood policy, they did not believe that a child abuse report was required.

When [REDACTED] made the CPS report, she was told, once again, that the CPS was not required and that she should report the incident to CCL instead. [REDACTED] submitted a written CPS report despite this feedback. Due to the confusion regarding the necessity of a CPS report, the telephone CPS report was made 10 days late, though the written CPS report was submitted within 36 hours of the phone call in alignment with policy.

Community Care Licensing

CCL requires that the Residential Administrator or their designee notifies CCL verbally no later than the next working day from the date of an incident and within 7 days in writing. Edgewood's Incident Reporting policy aligns with these requirements and further mandates that the administrator maintain a log of all verbal notifications made to CCL.

Program Director [REDACTED] notified CCL of client [REDACTED]'s physical hold and following allegation within 24 hours of the incident, as outlined in policy. The written report to CCL was submitted late due to challenges in the incident reporting process, as outlined in the Incident Reporting Procedures section, found in a later section of this document.

SF Department of Public Health

Existing SF DPH policy requires that agencies serving San Francisco youth provide written Quality of Care (QOC) reports for any

incident that “have, had or may have an adverse effect on the health or safety of... program clients, guests, staff or members of the general public”. Nowhere in the policy does SF DPH exclude incidents that occur with youth who are funded by other entities. This policy has been reviewed in leadership meetings, included in Edgewood trainings, and is linked within Edgewood’s own Incident Reporting policy.

However, in interviews, Program Director [REDACTED] reported being unaware of the requirement to submit QOC reports for youth whose residential treatment is not funded through SF DPH. Other leaders report knowledge of this requirement and state that this requirement is included in discussions with Incident Report approvers. Careful review of the Incident Reporting policy reveals a possible source for the confusion, as section IV of the policy states that “QOC reporting is required for all current and discharged CBHS clients” rather than all clients served on the SF campus.

This consultant believes that inconsistency between CPS hotline staff and SF County leaders regarding mandated reporting requirements has led to a lack of clarity among Edgewood leadership regarding their legal responsibilities and is a root cause of the reporting errors. Additionally, [REDACTED]’s individual confusion regarding QOC reporting requirements is an additional root cause of the reporting errors.

Concerns directly related to Reporting Errors:

- Lack of clarity regarding requirement to complete CPS reports when an allegation is made against staff.
- Failure to immediately report abuse allegations to SF DPH when youth is not a San Francisco beneficiary and/or dependent.

Concerns not directly related to Reporting Errors:

- None

Recommendations

- Retrain staff regarding client allegations against staff being sufficient cause for CPS reporting based on reasonable suspicion requirements.
- Update mandated reporting policy to align with guidance received regarding CPS reporting of all allegations against staff.
- Retrain [REDACTED] and other Incident Report approvers regarding CPS and QOC reporting requirements.

Section 9: Complaint, Grievance and Allegation Processes

Edgewood’s complaint and grievance procedures remain clearly articulated and aligned with regulatory requirements. Client [REDACTED] was offered the opportunity to file a grievance or complaint at the time of her allegation, though to this consultant’s knowledge she did not file a formal grievance with Edgewood, Kaiser, or SF DPH.

Edgewood has a policy, last updated in 2022, for managing allegations made against staff members through an Internal Review process. In this policy, it is described that staff may be placed on Paid Administrative Leave (PAL) following an allegation and pending investigation by CCL, law enforcement or other relevant entities. The executive team of the agency authorizes concurrent review by the HR team and then HR staff function as the internal reviewer for all incidents that involve staff members.

Once the Internal Review begins, policy states that HR staff works with the program staff and CEO to determine if the staff should be placed on PAL. During PAL, staff are not to be in contact with clients or other staff and “must remain off company premises.” HR then is to review preliminary information recorded in the EHR, as well as staff logs, notifications, and any other documentation of the incident, and conduct interviews with each staff involved. While there is no minimum time in policy for completion of an Internal Review, the policy states that the review will be completed as “expeditiously as possible, ideally within one week of the incident.”

In this case, HR did not immediately place Facility Manager [REDACTED] on PAL, nor was [REDACTED] sent home on the day of the allegation by the administrator on-call, Program Director [REDACTED]. [REDACTED] reported that she did not consider asking [REDACTED] to leave campus on January 28th, due to her sense that he was needed in the milieu and because she believed that the allegation was false based on eyewitness descriptions by staff [REDACTED]. Both [REDACTED] and Senior Program Director [REDACTED] reported a lack of clarity on program leadership authority to place a staff member on PAL in a circumstance where an allegation against that staff had occurred, though HR Director [REDACTED] informed this consultant that a program director would have such authority.

Additionally, staff interviews indicated some confusion about how to differentiate complaints from allegations. A common example referenced was clients making common but vague comments during physical holds (e.g. “you’re hurting me”) as compared to more specific statements (e.g. you pinched me). Clear definitions that address the nuances present in such work is critical to ensuring staff understanding and that appropriate actions are taken in cases of allegations.

The confusion regarding whether [REDACTED] would be placed on PAL continued into the next day. No one from Edgewood contacted [REDACTED] to let him know that HR would be conducting an Internal Investigation, nor that he should not come in for his scheduled shift that day. When [REDACTED] arrived on site, it was approximately half an hour before he was pulled out of the milieu and brought to the Milieu Manager’s office. He waited there for about an hour, per reports, while confusion between [REDACTED] and QM [REDACTED] was resolved regarding who would be interviewing staff for the review. [REDACTED] ultimately interviewed nurse [REDACTED], staff [REDACTED] and finally [REDACTED]. Following [REDACTED]’s interview, he was placed on PAL and asked to remain in the office to await the results of the review.

Reading of the Internal Review Report and this consultant’s subsequent discussion with [REDACTED] indicated that there was not a review of preliminary documentation prior to conclusion of the review. In fact, the Internal Review was completed approximately an hour after [REDACTED]’s interview with [REDACTED] and prior to finalization of any Incident Report or other documentation of the incident. [REDACTED] was not interviewed as part of the Internal Review, as she had already been discharged from the program and Edgewood does not contact clients after discharge as a matter of clinical practice.

This speed was attributed to two things from [REDACTED]’s perspective. First, there was a credible eyewitness to the physical hold who was present the entire time and refuted the client’s allegation. Second, the program leadership expressed urgency to [REDACTED] regarding the need for

█ to return to work in the program due to what they perceived as a staffing shortage due to the acuity of the milieu at that time, even though the program was reportedly operating well above the required staffing ratios. These two factors resulted in an Internal Review process that left room for the appearance of a rushed and/or compromised review process. It is worth noting that, in this consultant's opinion, the Internal Review did come to the proper conclusion that the allegation was unfounded based on the interviews and document review completed as part of this analysis.

Since the incident, Edgewood has implemented several changes to the Internal Review procedures. New procedures indicate that, when an internal review incident has been identified, a leadership group will convene to assign roles, identify reporting requirements, and review the process given the uncommon nature of such reviews. The group will include CEO, HR Director, Senior Program Director, Medical Director, and QM.

Though the Internal Review process did not follow existing Edgewood policy, the deviations from policy were not a root cause of the reporting errors.

Concerns directly related to Reporting Errors

- None

Concerns not directly related to Reporting Errors

- Policy was not followed regarding the requirement to remain off-campus during PAL.
- Confusion regarding when a staff would be put on PAL due to an allegation and which leaders have authority to initiate a PAL in these circumstances.
- Confusion regarding responsibility for completing staff interviews directly related to client allegations
- Internal review process did not include a review of incident documentation and was done in a manner that felt rushed.
- Program leadership may have used inappropriate pressure on the HR staff to speed up the Internal Review process.

Recommendations

- Create clear guidance for staff on the definitions and differences between complaints and allegations. Include guidance in staff training materials.
- Develop concrete criteria outlining when staff should be placed on PAL.
- Revise Internal Review policy to add convening of leadership group, ultimate responsibility of Senior Program Director, PAL criteria, actions to be taken by supervisors when an allegation against staff occurs and prohibiting program leadership from applying undue pressure on HR staff completing Internal Reviews.
- Establish a minimum length of time that internal reviews should take (note Edgewood leadership has decided on a *minimum* of two business days)

- Require that all Internal Reviews include review of incident documentation prior to commencement of interviews.
- Develop a checklist or similar tool for HR Internal Reviews that mirrors policy and is used as a tool to ensure all steps are taken in rare events of staff allegations. The tool can be embedded within the Internal Review template.
- Ensure that program leaders have a contingency plan in place to manage staff vacancies caused by PAL.
- Retrain HR staff, executive staff, and program leadership regarding procedures for Internal Reviews, responsibility for staff interviews and PAL.

Section 10: Incident Reporting Procedures

Edgewood's Incident Reporting Procedure has been in place since 2020 and includes requirements to document all high risk and sentinel event incidents. Policy and training materials instruct staff who witness or learn of a reportable event to complete the Incident Report within the Electronic Health Record (EHR) by the end of their shift on the day of the incident. Managers are instructed by policy to review reports within 24 hours of the incident to ensure that the narrative matches and describes the event and that follow-up actions are documented and complete. The policy does contain some outdated language referring to a prior used EHR.

Edgewood staff utilize their EHR Welligent for documenting a variety of program and clinical documentation, including Incident Reports. Incident Reports for the residential treatment program are written by the staff involved in an incident. The report is first routed to the Milieu Manager for preliminary approval. The Milieu Manager reviews the document and returns it electronically to the writer for corrections and revisions as necessary. Once the Milieu Manager has approved the Incident Report, it is routed to the Program Director for review and approval. Per staff interviews, the Program Director is restricted by the EHR to approve a report until the Milieu Manager has approved it.

Within Welligent's Incident Report form, there is a section where staff document external notifications made and to be made regarding each incident. The report writers have been instructed to use this section to document any verbal external notifications they make, including calls to legal guardians or law enforcement. When CPS reports are necessary, the writer is to call CPS and mark "yes" in the CPS notification field. Group Home Administrators are trained to make CCL duty line notifications and instructed to add details about these notifications in the comments page in the "external notifications" field. It should be noted that Edgewood has, since the incident, added detailed questions to the Incident Report requiring specific documentation of phone notifications to the CCL duty line and provision of licensing reporting forms to the incident report. Edgewood has clarified CCL reportable incident types for approvers.

When the report is reviewed by the Milieu Manager and Program Director, they review the external notifications page of the Welligent Incident Report to determine if all appropriate notifications were made. The Incident Report approvers are trained to mark the "pending" box next to all entities that should receive a written notification, including CCL, SF DPH via a Quality of Care (QOC) report, CPS, or other entities such as Kaiser.

Quality Assurance (QA) staff are responsible for pulling a report from Welligent each morning that shows a list of pending external notifications. QA staff then extract each finalized Incident Report listed on the report and submit the IRs to CCL and/or SF DPH.

Edgewood policy requires that QA staff submit written Incident Reports to CCL within 7 calendar days and to SF DPH within 24 hours from the date of the incident. After each Incident Report is emailed/faxed, the QA staff marks “yes” on the external notification page within the EHR and documents the date and time the written external notification was completed.

However, QM [REDACTED] has instructed Incident Report approvers not to mark the SF DPH QOC notification box as pending in Welligent when the youth is placed by Kaiser because QA staff do not remember to de-identify these youth’s Protected Health Information (PHI) before sending reports to SF DPH. Additionally, approvers are instructed not to check the “pending” box next to any entities until the Incident Report is ready for final approval. Per interviews, this delay in flagging necessary external reports within Welligent occurs because the QA staff do not look at approval status before sending out external notifications. Therefore, approvers are concerned that QA staff will send out external notifications for Incident Reports that are in the progress of being written or revised. These convoluted processes are intended to protect against errors by QA staff, however; they dramatically increase the likelihood of errors by approvers.

In the case of the [REDACTED] incident, staff [REDACTED] wrote her Incident Report the following day after the hold and allegation, while nurse [REDACTED] wrote her Incident Report 8 days late. Both staff were out of compliance with timelines for report completion as outlined in Edgewood policy.

Additionally, the approval of the Incident Report written by staff [REDACTED] was delayed. Milieu Manager [REDACTED] was out of the office and there was no mechanism or policy in place to cover this responsibility for report review and approval in his absence. During this delay, Program Director [REDACTED] and Senior Program Director [REDACTED] worked with [REDACTED] to refine language in the report. However; they were unable to approve the report until [REDACTED]’s return due to workflows set up within the EHR, which delayed completion of external written notifications. Ultimately, the report, which by policy should have been approved on January 29th, was not approved until three days later. [REDACTED]’s Incident Report, while not written in a timely fashion, was approved within 24 hours of submission.

As described in the External Communication and Coordination of Care section of this report, neither staff nor directors believed that the allegation made by client [REDACTED] required a CPS report. Therefore, neither relevant Incident Report included the CPS “yes” to indicate a report had been or needed to be made.

Additionally, [REDACTED] was unaware of the requirement to document her phone notification to CCL within the Incident Report. Her documentation of the CCL verbal notification was in handwritten log she keeps related to her interactions with CCL, aligned with the CCL requirement to maintain a log of duty line notifications. [REDACTED] did reportedly check the “pending” box so that the report would be submitted in writing to CCL; however, the pending flag was removed during the revision process due to concerns that QA staff would submit an incomplete report to CCL as described earlier in this section. When the report was finalized, neither [REDACTED] nor [REDACTED] noticed that the CCL pending box remained unchecked. This error resulted in no CCL written report being made until 10 days after the incident, 3 days late per Edgewood policy.

Similarly, Edgewood approvers did not check the pending box for QOC reporting partially due to concerns about the QA staff’s inability to redact [REDACTED]’s PHI properly before submitting a written report to SF DPH. Another factor in this error was the confusion of [REDACTED] described in the External Communication and Care Coordination section earlier in this report.

Edgewood's process within Welligent for documenting external notifications is compromised at times by a lack of training and/or skills from the QA team to ensure proper PHI redaction and full approval of reports prior to submitting them to external entities. While Edgewood's existing trainings and procedures work well for "typical" incidents, there are gaps that arise due to manual processes when an incident requires atypical notifications or variations to standard practices. No checklist or training materials were identified to support QA staff in completing written external notification submissions for atypical situations such as those required for the incident and allegations with client [REDACTED]. It was unclear to this consultant what if any efforts had been made to address the concerns with QA staff skills prior to creation of the cumbersome process described above.

Concerns directly related to Reporting Errors:

- Late completion of Incident Reports by staff
- Lack of coverage plan when Incident Report approvers are out of the office delays written external notifications
- Convolved process within QA for submitting external notification documents
- Continued confusion about requirement to submit QOC reports for non-SF beneficiaries or dependents to SF DPH

Concerns not directly related to Reporting Errors:

- Program Director not documenting verbal notifications to CCL within relevant Incident Reports

Recommendations

- Update Incident Reporting Policy to include Welligent procedures, remove references to outdated EHR and clarify that QOC reports are required for all clients served on the Vicente campus despite the client's particular funding source.
- Revise Incident Reporting Training to reflect updated policy and to emphasize the need for QOC reporting for all Vicente campus youth.
- Monitor staff timeliness for Incident Report writing and approval and implement individual performance improvement plans as needed.
- Develop coverage planning process to ensure Incident Report approval when primary approver is out of the office.
- Ensure that all approvers are retrained regarding documentation of all verbal notifications are documented within the EHR Incident Report notifications section.
- Revise and simplify process for QA submission of external notification documents, including identifying when PHI redaction is needed and distributing documents after final approval only.
- Train Incident Report approvers and QA staff regarding new external notification submission procedures.
- Develop a checklist for QA staff to use in an ongoing manner to support new external notification submission procedures.
- Track data regarding timely notifications to CCL, SF DPH and CPS. Monitor this data in the agency's Practice Improvement Workgroup to identify trends, process improvement activities and impact of activities on data/compliance.

Section 11: Human Resources

CCL requires that all staff have fingerprint clearances and background checks prior to beginning work within Edgewood's residential program. Facility Manager ■■■ has all background/fingerprint clearances in his Human Resources (HR) file. It is the opinion of this consultant that background checks and fingerprint clearances are not related to the reporting errors in question for this RCA.

The Internal Review process and HR Director ■■■'s role in that process was addressed in the Complaint, Grievance and Allegation Processes section earlier in this report.

Concerns related to Reporting Errors

- None

Concerns not directly related to Reporting Errors

- None

Recommendations

- None

Section 12: Staffing Structure

Agency leadership report that Edgewood's residential program was staffed at levels well above required staff to client ratios during the time of the incident due to high levels of client acuity. Program leaders reported during interviews that they felt short staffed because they were operating on the day of the incident with one relief staff and one less staff overall than they were normally utilizing for weekend day milieu coverage. However, staffing levels were of a sufficient level to allow client ■■■ to be supported using a one-to-one model during the entire day of January 28th. Additionally, Facility Manager ■■■ was able to join as a second double staff during the crisis and physical hold without compromising the supervision and safety of other youth on campus.

It is the opinion of this consultant that staffing structure was not a root cause for the reporting errors.

Concerns related to Reporting Errors

- None

Concerns not directly related to Reporting Errors

- None

Recommendations

- None

Section 13: Staff Orientation and Training

Edgewood policy requires that all staff must complete an initial training and an annual training on internal and external reporting requirements and procedures. Initial training is an in-person or online training and that must be completed within 30 days of hire while annual training is online through Edgewood's Learning Management System (Litmos). Training includes content on incident reporting, mandated reporting and required internal and external notifications. Additionally, all staff received updated Incident Reporting training as part of the Welligent rollout in 2023.

Staff interviewed noted that, while training addresses requirements, there are two improvements they would suggest to improve their understanding and performance. First, the mandated reporting training does not currently include concrete, real life examples and the inclusion of such examples would improve practical application of the training material. Second, it was noted that the crisis management training staff receive does not have any content on how to manage allegations against staff. It was suggested by staff interviewed that adding some content about the possibility of allegations against staff and how such rare instances should be handled by both the staff on site and their supervisors would help staff feel somewhat more prepared for these situations.

This consultant confirmed that all staff involved in the incident and reporting errors had received relevant required trainings during the last twelve months.

Staff orientation and training was not, in this consultant's opinion, a root cause of the reporting errors, though improvements to training content can be made to enhance retention and clarity.

Concerns related to Reporting Errors

- None

Concerns not directly related to Reporting Errors

- Training content does not include practical examples related to abuse reporting and the possibility of allegations against staff.

Recommendations

- Revise mandated reporting training to include real life examples of situations requiring mandated reports and how reporting responsibilities should be handled.
- Revise crisis management training to address the possibility of allegations against staff and how such rare situations should be handled by staff.

Section 14: Staff Supervision

Staff interviewed reported that they receive regular supervision. Program Director [REDACTED] was involved throughout the day on January 28th, providing coaching and consultation to milieu staff. In the days following the allegation against staff, additional coaching, debriefing, and supervision was provided to all involved. While there were gaps in knowledge and guidance as described earlier in this report, the structure and presence of staff supervision were not a root cause in the reporting errors.

Concerns related to Reporting Errors

- None

Concerns not directly related to Reporting Errors

- None

Recommendations

- None

Section 15: Organizational Structure

Edgewood has reorganized the residential treatment program twice in the last five years and the current structure aligns with recommendations made during a prior RCA report. The current structure is also compliant with CCL regulations and appropriate to the acuity of the youth served by the program. Organizational structure is not, in this consultant's opinion, a root cause for the reporting errors.

Concerns related to Reporting Errors

- None

Concerns not directly related to Reporting Errors

- None

Recommendations

- None

Section 16: Board of Directors Oversight

While the Board of Directors has oversight over incident trends and reviews data related to incidents regularly, they are not responsible for the day-to-day reporting activities of Edgewood staff. It is this consultant's opinion that Board of Directors Oversight was not a root cause of the reporting errors.

Concerns related to Reporting Errors

- None

Concerns not directly related to Reporting Errors

- None

Recommendations

- None

Section 17: Availability of Information

As described in earlier sections of this report, staff had available two levels of on-call support as well as policies and procedures that outline steps to take during a crisis and an allegation against staff members. While some information was misunderstood or not utilized, all information was available to staff to meet reporting requirements. Therefore, availability of information is not a root cause of the reporting errors.

Concerns related to Reporting Errors

- None

Concerns not directly related to Reporting Errors

- None

Recommendations

- None

Section 18: Physical Environment

The physical hold and allegation occurred in an outside area on the Edgewood campus. Edgewood leaders report that there are no cameras monitoring the outside spaces on campus, as cameras authorized by CCL are only present in the bedroom hallway of the residential building. Given the size and scale of the campus, it is not reasonable or necessary in this consultant's opinion to have cameras

covering the entirety of the outside spaces.

The outside space where the physical hold occurred was pleasant and comfortable, with grassy areas that would not have been painful for a standing or seated hold.

The physical environment was not a root cause of the reporting errors.

Concerns related to Reporting Errors

- None

Concerns not directly related to Reporting Errors

- None

Recommendations

- None

Section 19: Equipment Maintenance/Management

Given the nature of the incident and subsequent reporting errors detailed in this report, equipment does not seem relevant to this root cause analysis. Additionally, no references or concerns regarding equipment came up during any of this consultant's analysis activities.

Concerns related to Reporting Errors

- N/A

Concerns not directly related to Reporting Errors

- N/A

Recommendations

- N/A

Section 20: Organizational Culture

Edgewood's residential program culture is generally one that is highly supportive and staff report positive feelings towards management. Management is seen as engaged in the day to day of the program and spends a lot of time in the milieu, per staff reports. However, the downsizing of the residential program, combined with the transition from an STRTP to a group home license, has impacted the program staff in ways that are multi-faceted. Staff and leadership alike report sadness that the program is no longer able to serve foster youth in ways it once did. Additionally, there has been a significant increase in client acuity that more frequently results in overwhelmed feelings

among residential staff, consistent with symptoms of vicarious trauma.

Consultant interviews provided no evidence of a culture of abuse or cover-up related to staff allegations. Rather the reporting errors appeared rooted in this sense of overwhelm and possible traumatic numbing that has occurred as the population served has become more challenging. When staff focus all their energy on maintaining physical and psychological safety among a clientele who is often determined to hurt themselves or others, it becomes more challenging for them to remember procedural steps in areas such as reporting.

With that in consideration and given recommendations for tools to reduce overwhelm and increase clarity of tasks described earlier in this report, this consultant does not believe organizational culture was a root cause of the reporting errors.

Concerns related to Reporting Errors

- None

Concerns not directly related to Reporting Errors

- Higher levels of staff vicarious trauma given acuity of population

Recommendations

- Continue trauma informed systems work, allowing opportunities and spaces for facilitated reflective debriefing and consultation.

Section 21: Action Plan

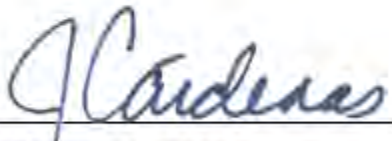
No.	Recommendation	Relevant RCA Section	Responsible Party
1	Retrain residential program leadership team regarding management of allegations against staff.	7	Senior Program Director
2	Retrain staff regarding client allegations against staff being sufficient cause for CPS reporting based on reasonable suspicion requirements.	8	Head of Quality Management and Privacy
3	Update mandated reporting policy to align with guidance received regarding CPS reporting of all allegations against staff.	8	Head of Quality Management and Privacy
4	Retrain [REDACTED] and other Incident Report approvers regarding CPS and QOC reporting requirements.	8	Head of Quality Management and Privacy
5	Create clear guidance for staff on the definitions and differences between complaints and allegations. Include guidance in staff training materials.	9	Head of Quality Management and Privacy
6	Develop concrete criteria outlining when staff should be placed on PAL.	9	HR Director
7	Revise Internal Review policy to add convening of leadership group, ultimate responsibility of Senior Program Director, PAL criteria, actions to be taken by supervisors when an allegation against staff occurs and prohibiting program leadership from applying undue pressure on HR staff completing Internal Reviews.	9	HR Director
8	Establish a minimum length of time that internal reviews should take (note Edgewood leadership has decided on a <i>minimum</i> of two business days)	9	HR Director
9	Require that all Internal Reviews include review of incident documentation prior to commencement of interviews.	9	HR Director

Attachment 1 to Appendix A-1

No.	Recommendation	Relevant RCA Section	Responsible Party
10	Develop a checklist or similar tool for HR Internal Reviews that mirrors policy and is used as a tool to ensure all steps are taken in rare events of staff allegations. The tool can be embedded within the Internal Review template.	9	HR Director
11	Ensure that program leaders have a contingency plan in place to manage staff vacancies caused by PAL.	9	Senior Program Director
12	Retrain HR staff, executive staff, and program leadership regarding procedures for Internal Reviews, responsibility for staff interviews and PAL.	9	HR Director
13	Update Incident Reporting Policy to include Welligent procedures, remove references to outdated EHR and clarify that QOC reports are required for all clients served on the Vicente campus despite the client's particular funding source.	10	Head of Quality Management and Privacy
14	Revise Incident Reporting Training to reflect updated policy and to emphasize the need for QOC reporting for all Vicente campus youth.	10	Head of Quality Management and Privacy
15	Monitor staff timeliness for Incident Report writing and approval and implement individual performance improvement plans as needed.	10	Head of Quality Management and Privacy
16	Develop coverage planning process to ensure Incident Report approval when primary approver is out of the office.	10	Senior Program Director
17	Ensure that all approvers are retrained regarding documentation of all verbal notifications are documented within the EHR Incident Report notifications section.	10	Head of Quality Management and Privacy
18	Revise and simplify process for QA submission of external notification documents, including identifying when PHI redaction is needed and distributing documents after final approval only.	10	Head of Quality Management and Privacy
19	Train Incident Report approvers and QA staff regarding new external notification submission procedures.	10	Head of Quality Management and Privacy

No.	Recommendation	Relevant RCA Section	Responsible Party
20	Develop a checklist for QA staff to use in an ongoing manner to support new external notification submission procedures.	10	Head of Quality Management and Privacy
21	Track data regarding timely notifications to CCL, SF DPH and CPS. Monitor this data in the agency's Practice Improvement Workgroup to identify trends, process improvement activities and impact of activities on data/compliance.	10	Head of Quality Management and Privacy
22	Revise mandated reporting training to include real life examples of situations requiring mandated reports and how reporting responsibilities were/should be handled.	13	Training Director
23	Revise crisis management training to address the possibility of allegations against staff and how such rare situations should be handled by program staff.	13	Training Director
24	Continue trauma informed systems work, allowing opportunities and spaces for facilitated reflective debriefing and consultation.	20	CEO

Respectfully submitted April 4, 2024.



Jennifer Cárdenas, LCSW

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

DHCS Legal Entity Number 00273							Appendix B, Page 1
Legal Entity Name/Contractor Name Edgewood Center for Children and Families							Fiscal Year 2023-2024
Contract ID Number 1000030382							Funding Notification Date 01/02/24
Appendix Number	B-1	B-1A	B-#	B-#	B-#	B-#	
Provider Number	8858	3898					
Program Name	Edgewood Hospital Diversion	Edgewood Crisis Stabilization Unit					
Program Code	8858H1 & 8858H2	3898CS					
Funding Term	10/01/23-06/30/24	10/01/23-06/30/24					
FUNDING USES							TOTAL
Salaries	\$ 912,512	\$ 1,173,183					\$ 2,085,695
Employee Benefits	\$ 273,753	\$ 351,955					\$ 625,708
Subtotal Salaries & Employee Benefits	\$ 1,186,265	\$ 1,525,138	\$ -	\$ -	\$ -	\$ -	\$ 2,711,403
Operating Expenses	\$ 43,578	\$ 101,893					\$ 145,471
Capital Expenses							\$ -
Subtotal Direct Expenses	\$ 1,229,843	\$ 1,627,031	\$ -	\$ -	\$ -	\$ -	\$ 2,856,874
Indirect Expenses	\$ 184,476	\$ 244,055					\$ 428,531
Indirect %	15.0%	15.0%	0.0%	0.0%	0.0%	0.0%	15.0%
TOTAL FUNDING USES	\$ 1,414,319	\$ 1,871,086	\$ -	\$ -	\$ -	\$ -	\$ 3,285,405
							Employee Benefits Rate 30.0%
BHS MENTAL HEALTH FUNDING SOURCES							
MH CYF Fed SDMC FFP (50%)	\$ 169,624	\$ 257,817					\$ 427,441
MH CYF State 2011 PSR-EPSDT	\$ 169,624	\$ 257,817					\$ 427,441
MH CYF County General Fund	\$ 1,075,071	\$ 1,355,452					\$ 2,430,523
							\$ -
							\$ -
							\$ -
TOTAL BHS MENTAL HEALTH FUNDING SOURCES	\$ 1,414,319	\$ 1,871,086	\$ -	\$ -	\$ -	\$ -	\$ 3,285,405
BHS SUD FUNDING SOURCES							
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
TOTAL BHS SUD FUNDING SOURCES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
OTHER DPH FUNDING SOURCES							
							\$ -
							\$ -
							\$ -
TOTAL OTHER DPH FUNDING SOURCES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL DPH FUNDING SOURCES	\$ 1,414,319	\$ 1,871,086	\$ -	\$ -	\$ -	\$ -	\$ 3,285,405
NON-DPH FUNDING SOURCES							
							\$ -
							\$ -
TOTAL NON-DPH FUNDING SOURCES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL FUNDING SOURCES (DPH AND NON-DPH)	\$ 1,414,319	\$ 1,871,086	\$ -	\$ -	\$ -	\$ -	\$ 3,285,405
Prepared By Patricia Hom			Phone Number				

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

DHCS Legal Entity Number 00273					Appendix Number B-1	
Provider Name Edgewood Center for Children and Families					Page Number 2	
Provider Number 8858					Fiscal Year 2023-2024	
Contract ID Number 1000030382					Funding Notification Date 01/02/24	
Program Name		Edgewood Hospital Diversion				
Program Code		8858H1	8858H2	8858H2		
Mode/SFC (MH) or Modality (SUD)		05/60-64	05/60-64	15		
Service Description		24-Hr Residential Other	24-Hr Residential Other	Outpatient Services		
Funding Term (mm/dd/yy-mm/dd/yy):		10/01/23-06/30/24	10/01/23-06/30/24	10/01/23-06/30/24		
FUNDING USES						TOTAL
Salaries & Employee Benefits	\$	483,366	\$	23,400	\$	679,499
Operating Expenses	\$	32,446	\$	2,188	\$	8,944
Capital Expenses						
Subtotal Direct Expenses	\$	515,812	\$	25,588	\$	688,443
Indirect Expenses	\$	77,372	\$	3,838	\$	103,266
Indirect %		15.0%		15.0%		15.0%
TOTAL FUNDING USES	\$	593,184	\$	29,426	\$	791,709
BHS MENTAL HEALTH FUNDING SOURCES	Dept-Auth-Proj-Activity					
MH CYF Fed SDMC FFP (50%)	251962-10000-10001670-0001			\$	169,624	\$
MH CYF State 2011 PSR-EPST	251962-10000-10001670-0001			\$	169,624	\$
MH CYF County General Fund	251962-10000-10001670-0001	\$	593,184	\$	29,426	\$
This row left blank for funding sources not in drop-down list						\$
TOTAL BHS MENTAL HEALTH FUNDING SOURCES		\$	593,184	\$	29,426	\$
BHS SUD FUNDING SOURCES	Dept-Auth-Proj-Activity					
						\$
						\$
						\$
This row left blank for funding sources not in drop-down list						\$
TOTAL BHS SUD FUNDING SOURCES		\$	-	\$	-	\$
OTHER DPH FUNDING SOURCES	Dept-Auth-Proj-Activity					
						\$
This row left blank for funding sources not in drop-down list						\$
TOTAL OTHER DPH FUNDING SOURCES		\$	-	\$	-	\$
TOTAL DPH FUNDING SOURCES		\$	593,184	\$	29,426	\$
NON-DPH FUNDING SOURCES						
This row left blank for funding sources not in drop-down list						\$
TOTAL NON-DPH FUNDING SOURCES		\$	-	\$	-	\$
TOTAL FUNDING SOURCES (DPH AND NON-DPH)		593,184	29,426	791,709	-	1,414,319
BHS UNITS OF SERVICE AND UNIT COST						
Number of Beds Purchased		2				
SUD Only - Number of Outpatient Group Counseling Sessions						
SUD Only - Licensed Capacity for Narcotic Treatment Programs						
Payment Method		Cost Reimbursement (CR)	Cost Reimbursement (CR)	Cost Reimbursement (CR)		
DPH Units of Service/Hours to Bill (LOE)		546	70	1,573		
Unit Type		Client Day	Client Day	Staff Hour	0	0
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only)	\$	1,086.42	\$	420.37	\$	503.25
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)	\$	1,086.42	\$	420.37	\$	503.25
Published Rate (Medi-Cal Providers Only)	\$	2,090.00	\$	1,225.00	\$	503.25
Unduplicated Clients (UDC)		22	7	22		22

Appendix B - DPH 3: Salaries & Employee Benefits Detail

Contract ID Number 1E+09
Program Name Edgewood Hospital Diversion
Program Code 8858H2

Outpatient Services Only

Appendix Number B-1
Page Number 4
Fiscal Year 2023-2024
Funding Notification Date 01/02/24

	Total Budgeted FTE	Total Budgeted Salaries	Practitioner Type	Portion of FTE Providing Services to Clients	Portion of FTE Providing Program Support	FY23/24 Level of Effort (LOE) Target	251962-10000-10001670-0001	251962-10000-10001670-0001	Dept-Auth-Proj-Activity	Dept-Auth-Proj-Activity	Dept-Auth-Proj-Activity	Dept-Auth-Proj-Activity
			Use the dropdown to select the appropriate Practitioner Type for all positions. Direct Patient Care Percentages are fixed by Practitioner Type using DHCS recommendations.	Include all billable and non-billable time for staff providing services to the client.	Include only time involved in program support activities. Examples include Program Director & QA.	LOE Formula: Column E (Estimated Direct Patient Care %) X Column F (Portion of FTE Providing Services to Clients) X 46 weeks						
Funding Term	10/01/23-06/30/24						10/01/23-06/30/24	10/01/23-06/30/24	(mm/dd/yy-mm/dd/yy):	(mm/dd/yy-mm/dd/yy):	(mm/dd/yy-mm/dd/yy):	(mm/dd/yy-mm/dd/yy):
Position Title	FTE	Salaries					FTE	Salaries	FTE	Salaries	FTE	Salaries
Clinician	3.400	\$ 305,880.75	LPHA (MFT, LCSW, LPCC)/ Intern or Wa	1.125	2.275	828.00	3.40	\$ 305,880.75				
Counselor	4.125	\$ 216,810.77	Mental Health Rehab Specialist - 36%	1.125	3.000	745.20	4.13	\$ 216,810.77				
	0.00	\$ -				-						
	0.00	\$ -				-						
	0.00	\$ -				-						
	0.00	\$ -				-						
	0.00	\$ -				-						
	0.00	\$ -				-						
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	0.00	\$ -				-						
	0.00	\$ -				-						
	0.00	\$ -				-						
	0.00	\$ -				-						
	0.00	\$ -				-						
Totals:	7.53	\$ 522,691.52		2.25	5.28	1,573.20	7.53	\$ 522,691.52	0.00	\$ -	0.00	\$ -
Employee Benefits:	30.00%	\$ 156,807.00					30.00%	\$ 156,807.00	0.00%	\$ -	0.00%	\$ -
TOTAL SALARIES & BENEFITS		\$ 679,499.00					\$ 679,499.00	\$ -	\$ -	\$ -	\$ -	\$ -

* At this point 9 months into the year, your request to break out efforts into different bucket is not feasible because that is not how the budget was created 9 months ago.

Appendix B - DPH 4: Operating Expenses Detail

Contract ID Number 1000030382

Program Name Edgewood Hospital Diversion

Program Code 8858H1 & 8858H2

Appendix Number

B-1

Page Number

5

Fiscal Year

2023-2024

Funding Notification Date

01/02/24

Expense Categories & Line Items	TOTAL	251962-10000-10001670-0001	251962-10000-10001670-0001	251962-10000-10001670-0001	Dept-Auth-Proj-Activity	Dept-Auth-Proj-Activity	Dept-Auth-Proj-Activity
Funding Term	10/01/23-06/30/24	10/01/23-06/30/24	10/01/23-06/30/24	10/01/23-06/30/24	(mm/dd/yy-mm/dd/yy)	(mm/dd/yy-mm/dd/yy)	(mm/dd/yy-mm/dd/yy):
Rent	\$ -						
Utilities (telephone, electricity, water, gas)	\$ 4,500.00	\$ 4,500.00	\$ -				
Building Repair/Maintenance	\$ 19,425.00	\$ 12,150.00	\$ 1,275.00	\$ 6,000.00			
Occupancy Total:	\$ 23,925.00	\$ 16,650.00	\$ 1,275.00	\$ 6,000.00	\$ -	\$ -	\$ -
Office Supplies	\$ 1,371.00	\$ 604.00	\$ 87.75	\$ 678.75			
Photocopying	\$ -						
Program Supplies	\$ 5,738.00	\$ 4,972.50	\$ 225.00	\$ 540.00			
Computer Hardware/Software	\$ -						
Materials & Supplies Total:	\$ 7,109.00	\$ 5,577.00	\$ 313.00	\$ 1,219.00	\$ -	\$ -	\$ -
Training/Staff Development	\$ 3,375.00	\$ 2,475.00	\$ 150.00	\$ 750.00			
Insurance	\$ -						
Professional License	\$ -						
Permits	\$ -						
Equipment Lease & Maintenance	\$ -						
General Operating Total:	\$ 3,375.00	\$ 2,475.00	\$ 150.00	\$ 750.00	\$ -	\$ -	\$ -
Local Travel	\$ -						
Out-of-Town Travel	\$ -						
Field Expenses	\$ -						
Staff Travel Total:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Consultant/Subcontractor (Provide Consultant/Subcontracting Agency Name, Service Detail w/Dates, Hourly Rate and Amounts)	\$ -						
Dr. Robin Randall, Medical Director, \$165 x 55.569 hrs	\$ 9,169.00	\$ 7,743.75	\$ 450.00	\$ 975.00			
Consultant/Subcontractor Total:	\$ 9,169.00	\$ 7,744.00	\$ 450.00	\$ 975.00	\$ -	\$ -	\$ -
Other (provide detail):	\$ -						
	\$ -						
	\$ -						
Other Total:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL OPERATING EXPENSE	\$ 43,578.00	\$ 32,446.00	\$ 2,188.00	\$ 8,944.00	\$ -	\$ -	\$ -

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

DHCS Legal Entity Number 00273					Appendix Number		B-1A
Provider Name Edgewood Center for Children and Families					Page Number		6
Provider Number 3898					Fiscal Year		2023-2024
Contract ID Number 1000030382					Funding Notification Date		01/02/24
Program Name		Edgewood Crisis Stabilization Unit (CSU)					
Program Code		3898CS					
Mode/SFC (MH) or Modality (SUD)		10/25-29					
Service Description		DS-Crisis Stab Urgent Care					
Funding Term (mm/dd/yy-mm/dd/yy):		10/01/23-06/30/24					
FUNDING USES							TOTAL
Salaries & Employee Benefits		\$ 1,525,138					\$ 1,525,138
Operating Expenses		\$ 101,893					\$ 101,893
Capital Expenses							\$ -
Subtotal Direct Expenses		\$ 1,627,031	\$ -	\$ -	\$ -	\$ -	\$ 1,627,031
Indirect Expenses		\$ 244,055					\$ 244,055
Indirect %		15.0%	0.0%	0.0%	0.0%	0.0%	15.0%
TOTAL FUNDING USES		\$ 1,871,086	\$ -	\$ -	\$ -	\$ -	\$ 1,871,086
BHS MENTAL HEALTH FUNDING SOURCES		Dept-Auth-Proj-Activity					
MH CYF Fed SDMC FFP (50%)	251962-10000-10001670-0001	\$ 257,817					\$ 257,817
MH CYF State 2011 PSR-EPSTDT	251962-10000-10001670-0001	\$ 257,817					\$ 257,817
MH CYF County General Fund	251962-10000-10001670-0001	\$ 1,355,452					\$ 1,355,452
This row left blank for funding sources not in drop-down list							\$ -
TOTAL BHS MENTAL HEALTH FUNDING SOURCES		\$ 1,871,086	\$ -	\$ -	\$ -	\$ -	\$ 1,871,086
BHS SUD FUNDING SOURCES		Dept-Auth-Proj-Activity					
							\$ -
							\$ -
							\$ -
This row left blank for funding sources not in drop-down list							\$ -
TOTAL BHS SUD FUNDING SOURCES		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
OTHER DPH FUNDING SOURCES		Dept-Auth-Proj-Activity					
							\$ -
This row left blank for funding sources not in drop-down list							\$ -
TOTAL OTHER DPH FUNDING SOURCES		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL DPH FUNDING SOURCES		\$ 1,871,086	\$ -	\$ -	\$ -	\$ -	\$ 1,871,086
NON-DPH FUNDING SOURCES							
This row left blank for funding sources not in drop-down list							\$ -
TOTAL NON-DPH FUNDING SOURCES		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL FUNDING SOURCES (DPH AND NON-DPH)		1,871,086	-	-	-	-	1,871,086
BHS UNITS OF SERVICE AND UNIT COST							
Number of Beds Purchased							
SUD Only - Number of Outpatient Group Counseling Sessions							
SUD Only - Licensed Capacity for Narcotic Treatment Programs							
Payment Method		Cost Reimbursement (CR)					
DPH Units of Service/Hours to Bill (LOE)		5,460					
Unit Type		Client Hour	0	0	0	0	
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only)		\$ 342.69	\$ -	\$ -	\$ -	\$ -	
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)		\$ 342.69	\$ -	\$ -	\$ -	\$ -	
Published Rate (Medi-Cal Providers Only)		\$ 342.69					Total UDC
Unduplicated Clients (UDC)		60					60

Appendix B - DPH 4: Operating Expenses Detail

Contract ID Number 1000030382

Program Name Edgewood Crisis Stabilization Unit (CSU)

Program Code 3898CS

Appendix Number

B-1A

Page Number

8

Fiscal Year

2023-2024

Funding Notification Date

01/02/24

Expense Categories & Line Items	TOTAL	251962-10000-10001670-0001	Dept-Auth-Proj-Activity	Dept-Auth-Proj-Activity	Dept-Auth-Proj-Activity	Dept-Auth-Proj-Activity	Dept-Auth-Proj-Activity
Funding Term	10/01/23-06/30/24	10/01/23-06/30/24	(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	\$ -						
Utilities (telephone, electricity, water, gas)	\$ 6,000.00	\$ 6,000.00					
Building Repair/Maintenance	\$ 18,750.00	\$ 18,750.00					
Occupancy Total:	\$ 24,750.00	\$ 24,750.00	\$ -	\$ -	\$ -	\$ -	\$ -
Office Supplies	\$ 1,131.00	\$ 1,131.00					
Photocopying	\$ -						
Program Supplies	\$ 4,575.00	\$ 4,575.00					
Computer Hardware/Software	\$ -						
Materials & Supplies Total:	\$ 5,706.00	\$ 5,706.00	\$ -	\$ -	\$ -	\$ -	\$ -
Training/Staff Development	\$ 3,000.00	\$ 3,000.00					
Insurance	\$ -						
Professional License	\$ -						
Permits	\$ -						
Equipment Lease & Maintenance	\$ -						
General Operating Total:	\$ 3,000.00	\$ 3,000.00	\$ -	\$ -	\$ -	\$ -	\$ -
Local Travel	\$ -						
Out-of-Town Travel	\$ -						
Field Expenses	\$ -						
Staff Travel Total:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Consultant/Subcontractor (Provide Consultant/Subcontracting Agency Name, Service Detail w/Dates, Hourly Rate and Amounts)	\$ -						
Dr. Robin Randall, Psychiatric Consultant for CSU - 24/7 on call (\$250/day x 273.748days/FY)	\$ 68,437.00	\$ 68,437.00					
Consultant/Subcontractor Total:	\$ 68,437.00	\$ 68,437.00	\$ -	\$ -	\$ -	\$ -	\$ -
Other (provide detail):	\$ -						
	\$ -						
	\$ -						
Other Total:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL OPERATING EXPENSE	\$ 101,893.00	\$ 101,893.00	\$ -	\$ -	\$ -	\$ -	\$ -

Appendix B - DPH 5: Capital Expenses Detail

Contract ID Number 1000030382
Program Name
Program Code

Appendix Number
Page Number 9
Fiscal Year 2023-2024
Funding Notification Date: 01/02/24

1. Equipment

Item Description	Quantity	Serial #/VIN #	Dept-Auth-Proj-Activity	Unit Cost	Total Cost
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
Total Equipment Cost					\$ -

2. Remodeling

Description	Total Cost
Total Remodeling Cost	\$ -

Total Capital Expenditure
(Equipment plus Remodeling Cost)

\$ -

Appendix B - DPH 6: Contract-Wide Indirect Detail

Contractor Name Edgewood Center for Children and Families

Page Number

10

Contract ID Number 1000030382

Fiscal Year

2023-2024

Funding Notification Date

1/2/24

1. SALARIES & EMPLOYEE BENEFITS

Position Title	FTE	Amount
CEO	0.09	\$ 25,008.00
COO	0.10	\$ 23,915.00
IT Director	0.12	\$ 20,038.00
Desktop Support Analyst	0.11	\$ 7,867.00
IT Help Desk	0.11	\$ 8,684.00
Executive Assistant	0.09	\$ 8,559.00
CHRO	0.09	\$ 16,223.00
HR Administrator	0.11	\$ 6,955.00
Recruiter	0.11	\$ 9,842.00
HR Senior Generalist	0.11	\$ 11,346.00
Payroll Lead	0.12	\$ 7,972.00
AP Lead	0.13	\$ 8,900.00
Accountant	0.12	\$ 8,402.00
Senior Accountant	0.13	\$ 10,192.00
Controller	0.11	\$ 18,276.00
Revenue & Contracts Manager	0.13	\$ 11,960.00
Billing Clerk	0.13	\$ 8,519.00
Sr Director of Financial Operations	0.11	\$ 22,152.00
Director of Facilities	0.09	\$ 9,061.00
Facilities Technician	0.10	\$ 5,132.00
Subtotal:	2.19	\$ 249,003.00
Employee Benefits:	30.0%	\$ 74,700.90
Total Salaries and Employee Benefits:		\$ 323,704.00

2. OPERATING COSTS

Expenses (Use expense account name in the ledger.)	Amount
Accounting/Audit Fees	\$ 33,750.00
Business Insurance	\$ 43,500.00
Software Subscriptions and Maintenance	\$ 27,577.00
Total Operating Costs	\$ 104,827.00
Total Indirect Costs	\$ 428,531.00

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

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TERMS AND CONDITIONS

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

SECTION 1 - “THIRD PARTY” CATEGORIES

1. **Third Party In General:** means an entity seeking to access a Department Computer System. Third Party includes, but is not limited to, Contractors (including but not limited to Contractor’s employees, agents, subcontractors), Researchers, and Grantees, as further defined below. Category-specific terms for Treatment Providers, Education Institutions, and Health Insurers are set forth Sections 4 through 6, herein.
2. **Treatment Provider:** means an entity seeking access to Department Computer Systems in order to obtain patient information necessary to provide patient treatment, billing, and healthcare operations, including access for Physician Practices, Hospitals, Long Term Care Facilities, and Nursing Homes.
3. **Education Institution:** means an entity seeking access to Department Computer Systems to support the training of its students while performing education activities at Department facilities.
4. **Health Insurer:** means an entity seeking access to provide health insurance or managed care services for Department patients.

SECTION 2 - DEFINITIONS

1. **“Agreement”** means an Agreement between the Third Party and Department that necessitates Third Party’s access to Department Computer System. Agreement includes, but is not limited to, clinical trial agreements, accreditation agreements, affiliation agreements, professional services agreements, no-cost memoranda of understanding, and insurance network agreements.
2. **“Department Computer System”** means an information technology system used to gather and store information, including Department Confidential Information, for the delivery of services to the Department.
3. **“Department Confidential Information”** means information contained in a Department Computer System, including identifiable protected health information (“PHI”) or personally identifiable information (“PII”) of Department patients.
4. **“Third Party”** and/or **“Contractor”** means a Third Party Treatment Provider, Education Institution, and/or Health Insurer, under contract with the City.
5. **“User”** means an individual who is being provided access to a Department Computer Systems on behalf of Third Party. Third Party Users include, but are not limited to, Third Party’s employees, students/trainees, agents, and subcontractors.

SECTION 3 – GENERAL REQUIREMENTS

1. **Third Party Staff Responsibility.** Third Party is responsible for its work force and each Third Party User’s compliance with these Third Party System Access Terms and Conditions.
2. **Limitations on Access.** User’s access shall be based on the specific roles assigned by Department to ensure that access to Department Computer Systems and Department Confidential Information is limited to the minimum necessary to perform under the Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 4 – ADDITIONAL REQUIREMENTS FOR TREATMENT PROVIDERS

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

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

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

- a) Ensure the confidentiality, integrity, and security of all PHI/EHI they create, receive, maintain or transmit when using Department Computer Systems;
- b) Identify and protect against reasonably anticipated threats to the security or integrity of the information;
- c) Protect against reasonably anticipated, impermissible uses or disclosures; and
- d) Ensure compliance by their workforce.

SECTION 5 – ADDITIONAL REQUIREMENTS FOR EDUCATION/TEACHING INSTITUTIONS

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

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

SECTION 6 – ADDITIONAL REQUIREMENTS FOR HEALTH INSURERS

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

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

SECTION 7 - DEPARTMENT'S RIGHTS

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

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

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

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

SECTION 8 - DATA BREACH; LOSS OF CITY DATA.

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

- i. mitigate, to the extent practicable, any risks or damages involved with the breach or security incident and to protect the operating environment; and
- ii. comply with any requirements of federal and state laws as applicable to Third Party pertaining to the breach of City Data.

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

- i. the City Data believed to have been the subject of breach;
- ii. a description of the unauthorized persons known or reasonably believed to have improperly used, accessed or acquired the City Data;
- iii. to the extent known, a description of where the City Data is believed to have been improperly used or disclosed; and
- iv. to the extent known, a description of the probable and proximate causes of the breach or security incident;

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

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

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

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

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

Attachment 1 to SAA
System Specific Requirements

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

A. Department Care Link Requirements:

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

II. For Access to Department Epic through Epic Hyperspace the following terms shall apply:

A. Department Epic Hyperspace:

1. Connectivity.
 - a) Third Party must obtain and maintain an Internet connection and required equipment in accordance with specifications provided by Epic and Department. Technical equipment and software specifications for accessing Department Epic Hyperspace will change over time. You may request a copy of required browser, system, and connection requirements from the Department IT division. Third Party is responsible for all associated costs. Third Party shall ensure that Third Party Data Users access the System in accordance with the terms of this agreement.
2. Application For Access and Compliance with Epic Terms and Conditions.
 - a) Prior to entering into agreement with Department to access Department Epic Hyperspace, Third Party must first complete an Application For Access with Epic Systems Corporation of Verona, WI. The Application For Access is found at:
<https://userweb.epic.com/Forms/AccessApplication>. Epic Systems Corporation notifies Department, in writing, of Third Party's permissions to access Department Epic Hyperspace

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

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

A. Department myAvatar

1. Connectivity.

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

2. Information Technology (IT) Support.

- a. Third Party must have qualified and professional IT support who will participate in quarterly CBO Technical Workgroups.

3. Access Control.

- a. Access to the BHS Electronic 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.

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PUBLIC HEALTH

Dept. Code: DPH

Type of Request: ☐ Initial ☒ Modification of an existing PSC (PSC # 44670 - 16/17)

Type of Approval: ☐ Expedited ☒ Regular ☐ Annual ☐ Continuing ☐ (Omit Posting)

Type of Service: Mental Health Services Act (MHSA) Prevention and Early Intervention (PEI) programs

Funding Source: Mental Health Services Act (MHSA)

PSC Original Approved Amount: \$16,000,000

PSC Original Approved Duration: 07/01/17 - 06/30/21 (4 years)

PSC Mod#1 Amount: \$22,400,000

PSC Mod#1 Duration: 07/01/21-06/30/26 (5 years 1 day)

PSC Cumulative Amount Proposed: \$38,400,000

PSC Cumulative Duration Proposed: 9 years 1 day

1. Description of Work

A. Scope of Work/Services to be Contracted Out:

Mental Health Services Act (MHSA)-funded Prevention and Early Intervention (PEI) programs are designed to prevent the initial onset or worsening of mental illness among children, youth, their families, transitional age youth, incarcerated youth and juvenile justice system providers, adults and older adults who exhibit varying levels of risk of developing mental illness include severe psychosis, through peer outreach, screening and response, supportive services, consultation and training. Contractors will provide PEI services in two areas:

--School-based Behavioral Health Services, including individual therapy and case management, group counseling, crisis intervention, leadership development, academic support, educational workshops, and family engagement, as well as regular mental health consultation for teachers, support staff and administrators at designated schools.

--Population-focused Behavioral Health Services for Latino/a, Mayan, Native American and Socially Isolated Older Adults populations (initially referred to as holistic wellness prevention), including early needs identification and linkage to services; promotion of wellness and awareness to reduce the stigma associated with mental health care; and delivery of services responsive to community members in ways that are respectful and honor each person's heritage and cultural worldview.

B. Explain why this service is necessary and the consequence of denial:

State MHSA funding provides the opportunity to fill otherwise unmet needs for mental health services at many levels, in K-12 schools, in juvenile justice detention, among distinct cultural communities in

San Francisco, in child care classrooms, family resource Centers, family child care network and substance abuse residential treatment programs, as well as among juvenile justice staff who lack support and prevention training, among isolated adults age 55 and up who have limited access to mental health programs, among youth and their families at risk for psychosis, among transitional aged youth, in after-school programs for children aged 6-13, and for the public, who will benefit from a peer education system designed to stamp out stigma associated with mental illness. Denial of this PSC will result in reductions in existing mental health services, especially to the targeted populations, those with severe mental illness who are school age, Latino/a, Mayan, Native American or Socially Isolated Older Adults.

C. Has this service been provided in the past? If so, how? If the service was provided under a previous PSC, attach copy of the most recently approved PSC.

Yes. 4160-09/10

D. Will the contract(s) be renewed?

Yes, if funding is available.

E. If this is a request for a new PSC in excess of five years, or if your request is to extend (modify) an existing PSC by another five years, please explain why:

The Department expects the need for these services to continue.

2. Reason(s) for the Request

A. Display all that apply

☒ Services required on an as-needed, intermittent, or periodic basis (e.g., peaks in workload).

☒ Services that require resources that the City lacks (e.g., office space, facilities or equipment with an operator).

Explain the qualifying circumstances:

The Department does not have the capacity to provide the wide range of very specialized services needed as required under the MHSA. MHSA requires the capacity to provide a wide range of services which may be needed intermittently based on the needs of clients who are identified (e.g., Mayan language and culture or specific mental illness diagnoses or needs of incarcerated youth), especially as regards specialized services (e.g., early childhood consultation or consultation to juvenile justice staff) or specific populations, and/or which would require restrictions on hiring that are not possible under the civil service system (e.g., experience as peers/consumers of mental health services with life experience in the mental health system).

B. Reason for the request for modification:

To extend term, with a corresponding increase in amount, to align with Request For Proposal duration and Board of Supervisors' approvals.

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise: Contractors must have the ability to provide the needed services with appropriately trained and experienced mental health specialists who have expertise with behavioral health issues which is relevant and effective for the target populations and are able to demonstrate the ability to adhere to MHSA principles and requirements. Programs must be

must be based on wellness and recovery principles, as required by the State under the MHSA. Contractors must have a State-licensed facility and trained and licensed/credentialed staff, as required by the MHSA and/or State regulations.

- B. Which, if any, civil service class(es) normally perform(s) this work? 2585, Health Worker 1; 2588, Health Worker 4; 2589, Health Program Coordinator 1; 2591, Health Program Coordinator 2; 2593, Health Program Coordinator 3;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Contractor(s) will provide their own office space and curricula.

4. If applicable, what efforts has the department made to obtain these services through available resources within the City?

Not Applicable

5. Why Civil Service Employees Cannot Perform the Services to be Contracted Out

- A. Explain why civil service classes are not applicable.
The MHSA-funded programs projects are all collaborative projects, primarily based in the community, designed to draw on the expertise and experience of the behavioral and primary health care systems, community-based organizations of all types, schools, community programs and centers, institutions of higher education and juvenile probation. The Department does not have the capacity to provide the wide range of very specialized services needed as required under the MHSA.
- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain: MHSA requires the capacity to provide a wide range of services which may be needed intermittently based on the needs of clients who are identified (e.g., Mayan language and culture or specific mental illness diagnoses of incarcerated youth), especially as regards specialized services (e.g., early childhood consultation or consultation to juvenile justice staff) or specific populations, and/or which would require restrictions on hiring that are not possible under the civil service system (e.g., peers/consumers of mental health services with life experience in the mental health system).

6. Additional Information

- A. Will the contractor directly supervise City and County employee? If so, please include an explanation.
No.
- B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contract? If so, please explain what that will entail; if not, explain why not.
Consultation services for juvenile justice system and designated schools' civil service staff will provide some training, but no other formal, classroom-type training of staff is included in these services.
- C. Are there legal mandates requiring the use of contractual services?
- D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.
No

- E. Has a board or commission determined that contracting is the most effective way to provide this service? If so, please explain and include a copy of the board or commission action.
No.
- F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? If so, please explain.
No.

7. Union Notification: On 04/19/19, the Department notified the following employee organizations of this PSC/RFP request:
SEIU 1021 Miscellaneous; Professional & Tech Engrs, Local 21;

☒ I CERTIFY ON BEHALF OF THE DEPARTMENT THAT THE INFORMATION CONTAINED IN AND ATTACHED TO THIS FORM IS COMPLETE AND ACCURATE:

Name: Jacquie Hale Phone: (415) 554-2609 Email: jacquie.hale@sfdph.org

Address: 101 Grove Street, Room 307, San Francisco, CA 94102

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 44670 - 16/17

DHR Analysis/Recommendation:

07/15/2019

Commission Approval Required

Approved by Civil Service Commission

07/15/2019 DHR Approved for 07/15/2019

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PUBLIC HEALTH

Dept. Code: DPH

Type of Request: ☐ Initial ☒ Modification of an existing PSC (PSC # 46987 - 16/17)

Type of Approval: ☐ Expedited ☒ Regular ☐ Annual ☐ Continuing ☐ (Omit Posting)

Type of Service: Mental Health Services for Children, Youth and Families

Funding Source: Medi-Cal, State Rlgmt, Genl Fund

PSC Original Approved Amount: \$75,000,000

PSC Original Approved Duration: 07/01/17 - 06/30/22 (5 years)

PSC Mod#1 Amount: \$35,000,000

PSC Mod#1 Duration: no duration added

PSC Mod#2 Amount: \$123,200,000

PSC Mod#2 Duration: 07/01/22-06/30/27 (5 years 1 day)

PSC Cumulative Amount Proposed: \$233,200,000

PSC Cumulative Duration Proposed: 10 years 1 day

1. Description of Work

A. Scope of Work/Services to be Contracted Out:

Culturally appropriate mental health services for children, youth and their families will be provided by multiple contractors, which together form a System of Care to address the broad continuum of needs and illnesses presented by these clients. Services will include outpatient mental health services; educationally related mental health services, success, opportunity, achievement resiliency classrooms, classroom educational enrichment program, intensive supervision and clinical services, residential based mental health outpatient, mental health assessment therapy, collateral and community based wraparound services, specialty Mental Health services, community-based violence and trauma recovery services, community-based day treatment services, short term residential therapeutic programs, intensive treatment foster care and treatment foster care, day treatment services, intensive/day rehabilitative services, therapeutic behavioral services, therapeutic visitation services, and targeted case management.

B. Explain why this service is necessary and the consequence of denial:

Without these services, children, youth and their families will be exposed to increased levels of addiction, anxiety, depression, post-traumatic stress disorder, trauma, post-trauma, and other symptoms. There may also be a generalized sense of increased collective helplessness throughout the community when related to significant numbers the community with untreated mental illness, leading to communities which feel besieged and victimized. Not providing the services may result in increased lawsuits and related costs, as well as dis-allowance of State and Federal funding for failing to expend funds within regulatory guidelines.

C. Has this service been provided in the past? If so, how? If the service was provided under a previous PSC, attach copy of the most recently approved PSC.

yes

D. Will the contract(s) be renewed?

Yes, if funding is available.

- E. If this is a request for a new PSC in excess of five years, or if your request is to extend (modify) an existing PSC by another five years, please explain why:
The Department expects the need for these services to continue.

2. Reason(s) for the Request

A. Display all that apply

☒ Services that require resources that the City lacks (e.g., office space, facilities or equipment with an operator).

Explain the qualifying circumstances:

The City does not have the facilities (including space for provision of services and offices), resources or capacity to provide these critical services for children, youth, and their families, which provide an integral part of the City's system of care.

B. Reason for the request for modification:

To extend term, with a corresponding increase in amount, to align with Request For Proposal duration and Board of Supervisors' approvals.

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise: Contractors must have appropriately trained, licensed or certified staff and facilities which comply with applicable State laws and regulations, chiefly, California Welfare and Institutions Code Sect. 5000.

B. Which, if any, civil service class(es) normally perform(s) this work? 2110, Medical Records Clerk; 2230, Physician Specialist; 2232, Senior Physician Specialist; 2305, Psychiatric Technician; 2320, Registered Nurse; 2328, Nurse Practitioner; 2552, Dir of Act, Therapy & Vol Svcs; 2574, Clinical Psychologist; 2585, Health Worker 1; 2586, Health Worker 2; 2587, Health Worker 3; 2588, Health Worker 4; 2589, Health Program Coordinator 1; 2591, Health Program Coordinator 2; 2593, Health Program Coordinator 3; 2706, Housekeeper/Food Service Clnr; 2822, Health Educator; 2908, Hospital Eligibility Worker; 2910, Social Worker; 2913, Program Specialist; 2915, Program Specialist Supervisor; 2920, Medical Social Worker; 2930, Psychiatric Social Worker; 2935, Sr Marriage, Fam & Cld Cnslr;

C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Yes. Contractors will maintain appropriate community facilities that are licensed and otherwise compliant with external funding and regulatory requirements for provision of contracted services.

4. If applicable, what efforts has the department made to obtain these services through available resources within the City?

Not Applicable

5. Why Civil Service Employees Cannot Perform the Services to be Contracted Out

A. Explain why civil service classes are not applicable.

Community-based behavioral health contractors provide cultural expertise and linkages otherwise unavailable through Civil Service classifications. Civil Service staff work in partnership with

contractors, which are mostly non-profit organizations, and through these collaborations the City is able to offer higher quality, more accessible mental health services to its residents.

- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain: No. Current existing classifications perform this work. However, demand exceeds the capacity at City facilities to provide these services, so that City uses contractors to meet as many of the clients' needs as possible.

6. Additional Information

- A. Will the contractor directly supervise City and County employee? If so, please include an explanation.
No.
- B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contract? If so, please explain what that will entail; if not, explain why not.
These services do not include formal training for civil service staff, however, there may be knowledge transfer opportunities through civil service staff's ongoing work to coordinate with community based and other providers.
- C. Are there legal mandates requiring the use of contractual services?
No.
- D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.
No.
- E. Has a board or commission determined that contracting is the most effective way to provide this service? If so, please explain and include a copy of the board or commission action.
No.
- F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? If so, please explain.
Please see list attached.

7. Union Notification: On 04/19/19, the Department notified the following employee organizations of this PSC/RFP request:

SEIU, Local 1021 (Staff Nurse & Per Diem Nurse); SEIU Local 1021; SEIU 1021 Miscellaneous; Professional & Tech Engrs, Local 21; Prof & Tech Eng, Local 21; Physicians and Dentists - 8CC; Management & Superv Local 21; Architect & Engineers, Local 21;

☒ I CERTIFY ON BEHALF OF THE DEPARTMENT THAT THE INFORMATION CONTAINED IN AND ATTACHED TO THIS FORM IS COMPLETE AND ACCURATE:

Name: Jacquie Hale Phone: (415) 554-2609 Email: jacquie.hale@sfdph.org

Address: 101 Grove Street, Room 307,, San Francisco, CA 94102

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 46987 - 16/17

DHR Analysis/Recommendation:

Commission Approval Required

08/03/2020 DHR Approved for 08/03/2020

08/03/2020

Approved by Civil Service Commission

**City and County of San Francisco
San Francisco Department of Public Health
Request for Grant Applications (RFGA)**

**CRISIS STABILIZATION UNIT (CSU) AND HOSPITAL DIVERSION PROGRAM (HD)
FOR CHILDREN 6-18 OF AGE
FOR THE DEPARTMENT OF PUBLIC HEALTH**



Sourcing Event ID: SFGOV-0000008079

Date Issued:	06/29/2023
E Question Session Begin:	07/6/2023
E Question Session End:	07/13/2023
Grant Application Due:	07/31/2023 Noon
Estimated Announcement of Award:	August 2023
Estimated Start Date:	November 2023

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SOURCING EVENT ID: SFGOV-000008079
**CRISIS STABILIZATION UNIT AND HOSPITAL DIVERSION PROGRAM
FOR CHILDREN 6-18 OF AGE
FOR THE DEPARTMENT OF PUBLIC HEALTH**

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Attachments:

The following Attachments (A-1, A-2, A-3) are available in three separate zip archives available for download at: the San Francisco City Partner site at:

<https://sfcitypartner.sfgov.org/pages/Events-BS3/event-search.aspx>

Click on the Event ID and follow the instructions.

Attachment 1

Zip archive name:
A1.zip

These forms must be completed and submitted with your Grant Application in order to be considered.

1. Grant Application Checklist.pdf
2. Grant Application Statement.pdf
3. Minimum Qualifications Form.pdf
4. BHS Budget Form.xls
5. 12L Compliance (Non-Profits Only)

Non Profit Entities: If an Applicant is a non-profit entity that receives a cumulative total per year of at least \$250,000 in City funds or City-administered funds and is a non-profit organization as defined in Chapter 12L of the S.F. Administrative Code, the Applicant must comply with Chapter 12L and include in its Grant Application:

(1) a statement describing its efforts to comply with the Chapter 12L provisions regarding public access to Applicant's meetings and records, and

(2) a summary and disposition of all complaints concerning the Applicant's compliance with Chapter 12L that were filed with the City in the last two years and deemed by the City to be substantiated. If no such complaints were filed, the Applicant shall include a statement to that effect.

Failure to comply with the reporting requirements of Chapter 12L or material misrepresentation in Applicant's Chapter 12L submissions shall be grounds for rejection of the Grant Application and/or termination of any subsequent Agreement reached on the basis of the Grant Application.

Attachment 2

Zip archive name:
A2.zip

Forms and steps a successful Applicant must submit or complete after the notification of an award.

Applicant shall be in compliance with City Supplier requirements in order to sign the City Grant and it is **strongly suggested** that Applicants begin compliance immediately at the time of responding to this RFGA or no later than the notice of intent to award from the Department.

Files included:

1. MCO Declaration.pdf
2. HCAO Declaration.pdf (*not required for nonprofit corporations*)
3. Non-Construction First Source Employer's Projection of Entry Level Positions. First Source Employer Projection Form 04.01.2021.pdf
<https://oewd.org/first-source>
(After a Grant is awarded)
4. Compliance with Chapter 12B Equal Benefits. Once registered please apply on line through the vendor portal (<https://sfCitypartner.sfgov.org/pages/become-a-supplier.aspx>) for assistance please call (415) 581-2310.
5. Register as a bidder in F&P (for companies that have never done business with the City and County of San Francisco)

<https://sfcitypartner.sfgov.org/pages/BidderRegistration-BS3/bidder-registration-1.aspx>

6. Register for a Business Tax License <http://sftreasurer.org/registration>

Attachment 3

Zip archive name:

For Information Only

A3.zip

Files included:

1. G-100 Grant Template
2. Insurance Requirements
3. Business Associate Agreement (08-03-2022).pdf
4. Privacy and Security Agreement and All Attachments (06-07-2017)
5. City-Risk-Assessment_v1.1
6. Data Access Agreement

I. Introduction

A. GENERAL

The Department of Public Health issuing this Request for Grant Applications (this RFGA) in search of firms / Applicants that have the necessary qualifications to complete the work set forth in this RFGA. Whether a firm has such qualifications will be determined through the evaluation process described in Section IV of this RFGA.

When applicable and practical, Applicant are encouraged to engage contracting teams that reflect the diversity of the City and include participation of businesses and residents from the City's most disadvantaged communities including, but not limited to the Bayview/Hunters Point, Chinatown, Mission, South of Market, Tenderloin, Visitacion Valley and Western Addition neighborhoods.

The Department of Public Health shall order goods and/or services covered by the awarded contract(s) through the issuance of individual Purchase Orders and/or Task Orders which shall be released against the awarded contract(s) during the contract term.

Applicant cannot be suspended or debarred by the City or any other governmental agency. Applicant must comply with all applicable legal requirements by the time of grant execution and must remain in good standing with these requirements during the term of the agreement. Upon request, applicant must provide documentation to the City demonstrating its good standing with applicable legal requirements. If applicant will use any subgrantees or subrecipients to perform the agreement, applicant will be responsible for ensuring they are also in compliance with all applicable legal requirements at the time of grant execution and for the duration of the agreement.

The City may use the results of this RFGA, at its sole and absolute discretion, for selection of a firm for a term no longer than 10 years including options which may or may not be executed. The City reserves the right to procure services similar or identical to the services specified in this RFGA by any other means. No Respondent is guaranteed a grant

B. INSTRUCTIONS TO PROSPECTIVE PROPOSERS RE: QUALIFICATIONS

1. Qualification of Proposers

Before contract award, the successful Proposer must be properly licensed, certified, registered, in good standing, and capable of performing the work for which Proposers are being called.

2. Notice of Intent to Award – Required Documentation

After the City issues a Notice of Intent to Award, and before contract award, if requested by the City, the successful Applicant must possess all qualifications required for the contract. Any failure to demonstrate satisfaction of one or more of following requirements, if requested by the City, will be considered sufficient for the disqualification of the Applicant as nonresponsive and will entitle the City to terminate negotiations and move to the next highest ranked Applicant for contract award.

- a. Applicant is in good standing with the California Secretary of State;
- b. Applicant is in good standing with the Franchise Tax Board;
- c. Applicant is in good standing with the Internal Revenue Service;
- d. Applicant (if a non-profit) is in good standing with California Attorney General's Registry of Charitable Trusts.

Note: Proposer's failure to remain in good standing with the above after contract award will entitle the City immediately to terminate the contract for default with no opportunity for the Proposer to cure.

C. PUBLIC PURPOSE

The public purpose of this solicitation is to partner with one (1) agency who has experience in a 23-hour Crisis Stabilization Unit and short-term Hospital Diversion Program, both which aimed to reduce the need for psychiatric hospitalization.

D. GRANT AWARD

The Department intends to fund **one (1) grant**. The grant award may receive an estimated annual funding amount of up to **\$4,041,901 for initial year one**. Applicants shall submit a first-year budget as part of the RFGA application.

Program 1: Reducing Psychiatric Hospitalization

1. Part 1 Crisis Stabilization Unit
2. Part 2 Hospital Diversion Program

The selection of any Grant Application shall not imply acceptance by the City of all terms of the Grant Application, which may be subject to further negotiations and approvals before the City may be legally bound thereby. If a satisfactory Grant Agreement cannot be negotiated in a reasonable time, The Department of Public Health in its sole discretion, may terminate negotiations with the highest ranked Applicant and begin contract negotiations with the next highest ranked Applicant.

A Grant or Grant award is not a guarantee of funding for a program or the continuation of services. City shall have the option, in its sole discretion, to terminate the Grant at any time for convenience and without cause.

E. PUBLIC DISCLOSURE

All documents under this solicitation process are subject to public disclosure per the California Public Records Act (California Government Code Section §6250 et. Seq) and the San Francisco Sunshine Ordinance (San Francisco Administrative Code Chapter 67). Contracts, Grant Applications, responses, and all other records of communications between the City and Applicants shall be open to inspection immediately after a contract has been awarded. Nothing in this

Administrative Code provision requires the disclosure of a private person's or organization's net worth or other proprietary financial data submitted for qualification for a grant or other benefit until and unless that person or organization is awarded the grant or benefit.

If the City receives a Public Records Request ("Request") pertaining to this solicitation, City will use its best efforts to notify the affected Applicant(s) of the Request and to provide the Applicant with a description of the material that the City deems responsive and the due date for disclosure ("Response Date"). If the Applicant asserts that some or all of the material requested contains or reveals valuable trade secret or other information belonging to the Applicant that is exempt from disclosure and directs the City in writing to withhold such material from production ("Withholding Directive"), then the City will comply with the Withholding Directive on the condition that the Applicant seeks judicial relief on or before the Response Date. Should Applicant fail to seek judicial relief on or before the Response Date, the City shall proceed with the disclosure of responsive documents.

F. LIMITATION ON COMMUNICATIONS DURING SOLICITATION

From the date this Solicitation is issued until the date the competitive process of this Solicitation is completed (either by cancelation or final Award), Applicants and their subcontractors, vendors, representatives and/or other parties under Applicant's control, shall communicate solely with the Contract Administrator whose name appears in this Solicitation. Any attempt to communicate with any party other than the Contract Administrator whose name appears in this Solicitation – including any City official, representative or employee – is strictly prohibited. Failure to comply with this communications protocol may, at the sole discretion of City, result in the disqualification of the Applicant or potential Applicant from the competitive process. This protocol does not apply to communications with the City regarding business not related to this Solicitation.

G. SCHEDULE

The anticipated schedule for this RFGA is:

Schedule of Events		
Activity	Time	Due Date
RFGA notice mailed to vendors		06/29/2023
Publication of RFGA		06/29/2023
E-Questions (begin)		07/06/2023
E-Questions (end)		07/13/2023
<u>Submissions Due</u>	<u>12:00 PM Noon</u>	<u>07/31/2023</u>
<i>Estimated Dates</i>		
<i>Initial Review</i>		<i>August 2023</i>
<i>Technical Review</i>		<i>August 2023</i>
<i>Announcement of Award</i>		<i>August 2023</i>
<i>Grant certification</i>		<i>August 2023</i>
<i>Start Date</i>		<i>November 2023</i>

H. STANDARD GRANT PROVISIONS

The successful Applicant will be required to enter into a Grant Agreement substantially in the form of the applicable standard City Grant template(s) (G-xxx "G-form") located in Attachment A-3 and attached hereto as Attachment A-3, for the requested products or services

requested in this solicitation. Failure to timely execute the Grant, or to furnish any and all insurance certificates and policy endorsement, surety bonds or other materials required in the Grant, shall be deemed an abandonment of a grant offer. The City, in its sole discretion, may select another Applicant.

II. Eligible Expenses and Grant Plan

The following is a general guide of what is required by the grant and is not a complete listing that may be required. The Applicant is expected to have submitted a detailed response to the Grant Plan taking into account all Eligible Expenses as part of their response to this RFGA.

A. ELIGIBLE EXPENSES

The term “Eligible Expenses” shall mean expenses incurred and paid by Grantee during the term of this Agreement in implementing the terms of the Grant Plan.

1. All Eligible Expenses must:

- a) Conform to the Eligible expense listed in the Allowable Costs from the Funder.
- b) Are listed in the final approved Grant Budget as amended over the term of the Grant.

2. Eligible Expenses shall specifically exclude:

- a) Personal or business-related costs or expenses related to meals, catering, transportation, lodging, fundraising or educational activities;
- b) capital expenses;
- c) any costs or expenses which are prohibited under the terms and conditions of any federal or state grant supplying all or any portion of the Grant Funds;
- d) penalties, late charges, or interest on any late payments; or
- e) taxes or other amounts withheld from wages or salaries which have not actually been paid by Grantee during the term of this Agreement or which relate to periods before or after the term of this Agreement.
- f) any item submitted for funding not listed in the applicable final approved Grant Budget.

B. GRANT PLAN

1. Reserved (Special Conditions)

The City reserves the right acting in its sole discretion to add special conditions as required by additional funders other sources.

2. Statement of Need

The San Francisco Department of Public Health (DPH) through its Behavioral Health Child, Youth Family Division (SFDPH CYF) is seeking an agency to provide and manage a 23-hour Crisis Stabilization Unit and a short-term Hospital Diversion Program for high-risk youth between the ages of 6-18.

3. Priority Population

The Department supports services to all ethnicities and populations, the services outlined in this request for grant applications (RFGA) will have a focused goal to support high-risk youth, ages 6-18, experiencing extreme behaviors such as suicidal and homicidal ideation, displaying aggressive, anxious, or disorganized behaviors that may be a result of mental instability and youth with out-of-control behaviors.

4. Scope of Services

Program 1: Reducing Psychiatric Hospitalization

1. Part 1 Crisis Stabilization Unit
2. Part 2 Hospital Diversion Program

Through this RFGA, SFDPH CYF is seeking to fund a 23-hour Crisis Stabilization Unit and short-term Hospital Diversion Program, both aimed at reducing the need for psychiatric hospitalization. These programs are part of a crisis continuum and will be awarded to a single Agency.

This RFGA will offer a Crisis Stabilization Unit and a Hospital Diversion Program 23-hour-per-day/7-days-per-week, ensuring that applicants follow the regulations of licensure for crisis stabilization unit which includes staffing requirements, and availability of psychiatry and nursing. Applicants' personnel shall be available to provide family-based response to psychiatric emergencies and to avert unnecessary hospitalizations and high-cost service utilization. Applicant must have a minimum of 4 beds for the Crisis Stabilization Unit and 2 beds for Hospital Diversion Program for youth 6-18 years of age.

Applicant will coordinate the integration of these Units into the city's network of mobile response, health, behavioral health, law enforcement and social service resources to maximize awareness of these resources and ensure appropriate referrals into the Units as needed.

The selected provider will be required to develop systems for ensuring individual, families and agencies who request services receive those services in a timely, professional and culturally responsive manner. Services will include:

- a. Crisis stabilization
- b. Comprehensive services
- c. Appropriate discharge planning
- d. Individual cases may be opened for short-term services according to Medi-Cal standards
- e. Document and bill Early Periodic Screening, Diagnosis and Treatment (EPSDT).

5. Modalities

Program 1: Reducing Psychiatric Hospitalization

a. Part 1 Crisis Stabilization Unit

- i. 23/7 intake/assessment unit must provide efficient, family-focused services meeting the walk, eat, toilet (WET) criteria.
- ii. Agency must coordinate closely with other crisis agencies including Comprehensive Child Crisis Services, mobile crisis response teams, police, and emergency rooms.
- iii. Agency must coordinate and communicate effectively with Human Services Agency (HSA), Juvenile Probation Department (JPD) and other providers.
- iv. Services must include assessment, crisis stabilization, family therapy, medication evaluation and support, nursing, and discharge planning.
- v. Youth must be discharged within 23 hours of intake and options will include family homes, community homes, respite homes, short-term stabilization units, and as a last resort, hospitalization.
- vi. As clinically indicated and budget allows, program may *step-up* youth to partial hospitalization program and intensive outpatient program.

b. Part 2 Hospital Diversion Program

- i. 23/7 Intake/assessment unit must provide efficient, family-focused services meeting the walk, eat, toilet (WET) criteria.
- ii. Agency must coordinate closely with other crisis agencies including CCCS, mobile crisis response teams, police, and emergency rooms.
- iii. Agency must coordinate and communicate effectively with HSA, JPD and other providers.
- iv. Robust discharge planning must begin at intake to support a maximum length of stay of two week or less.
- v. Services must include assessment, crisis stabilization, family therapy, case management, medication evaluation and support, nursing, and discharge planning.
- vi. As needed, serve as a step-down placement from a psychiatric hospitalization.
- vii. As clinically indicated and budget allows, program must have the ability to step-down youth to a partial hospital program or an intensive outpatient program as part of a transition from hospital diversion.

6. Plan

- a. The Applicant shall submit a detailed response which illustrates what the program will consist of. Specifically, please include the following:

1. Program staffing (position details / type / numbers of staff), recruitment, promotion.
 2. Projected reach of outreach, engagement, and education.
 3. Client admission, enrollment and/or intake criteria and process where applicable.
 4. Service delivery model.
 5. Discharge Planning and exit criteria and process where applicable.
- b. Applicant may include any other items relevant to the programs being proposed. If awarded, the City and Applicant shall mutually work together to refine the submitted Plan.

7. Objectives and Measurements.

Objectives and Measurements will be developed jointly during the grant negotiations. If acceptable Objectives and Measurements cannot be developed the City acting in its sole discretion will terminate negotiations and move to the next highest ranked Applicant.

8. Continuous Quality Improvement.

Continuous Quality Improvement (CQI) will be developed jointly during the grant negotiations. If acceptable CQI's cannot be developed the City acting in its sole discretion will terminate negotiations and move to the next highest ranked Applicant.

9. Modifications to the Scope of Work / Tasks and Outcomes

The Department may request and issue modifications to this Grant Plan in order to effectively respond to any emergency or other situation which may arise during the Agreement.

10. Proposed Staff and Facility Requirements

- a. **Licenses:** The Applicant must possess all licenses and/or permits necessary to provide the services specified and as required by the laws of the United States, the State of California, and the City and County of San Francisco.
- b. **Optional Reference Checks:** Applicants may be subject to reference checks and/or interviews prior to DPH selection for negotiations.

C. GRANT APPLICATION RESPONSE COMPONENTS

Applicants must submit the following information, in the order specified below.

The review panel will score your response to each of the items below judging your response by assigning a portion of the allocated points, taking into consideration the quality and completeness of the response for each of the listed required items.

Applicants are to address the following in narrative format.

1. Response and Approach to the Grant Plan. (45 Total Points)

Please submit a detailed response to the Grant Plan in your Grant Application submission, inclusive of all listed requirements in this RFGA.

- a. Submitted application demonstrates responsiveness to the items in the Grant Plan (Section II.B) listed in this RFGS. **(15 points)**
- b. Submitted application demonstrates 23 hour per day / 7 days per week personnel availability. **(5 points)**
- c. Submitted application demonstrates responsiveness to targeted population. **(5 points)**
- d. Submitted application demonstrates staff knowledge of trauma-informed and family-focused interventions with high-risk youth **(10 points)**
- e. Submitted application demonstrates ability to document and bill EPSDT effectively and leverage third party and philanthropic funds. **(5 points)**
- f. Submitted application demonstrates ability to maximize awareness of the services provided. **(5 points)**

2. Experience and Past Performance. (40 Total Points)

- a. Submitted application demonstrates staffing capacity **(5 points)**
- b. Submitted application demonstrates capacity to provide services in the City and County of San Francisco. **(5 points)**
- c. Submitted application demonstrates prior experience in managing Crisis Stabilization Units and Hospital Diversion Program. **(10 points)**
- d. Submitted application demonstrates experience working with different agencies including police, hospital and crisis response teams. **(10 points)**
- e. Submitted application clearly demonstrate past experience with assessments, crisis stabilizations, family therapy, case management, medication evaluation and support, nursing and discharge planning. **(10 points)**

3. Grant Budget – Cost Reimbursement (15 Total Points)

- a. Proposed budget is reflective of the staff outlined in the proposed scope of work. **(3 points)**
- b. Proposed operating expenses are reflective of the proposed scope of work. **(3 points)**
- c. Proposed budget is reasonable for services solicited. **(3 points)**
- a. Proposed budget is reflective of the estimated annual amount for year one. **(3 points)**
- b. Proposed budget accounts for 23/7 coverage **(3 points)**

- c. The Applicant must submit a budget comprised of all the items listed in Section II. Please complete the Budget Form in Appendix A-1.
 - d. Initial Year 1 estimated award amounts **(excluding the standard 12 % contingency amount)**: The estimated amount per service mode is:
 - a. Crisis Stabilization Unit: \$2,296,141
 - b. Hospital Diversion Program: \$1,885,760
 - e. Propose a budget not to exceed an annual amount of **\$4,181,901** total.
 - f. Total funding for the duration of this RFGA shall be based on the first years allocated amount plus any additional funds allocated from the City or other funding sources on an annual basis. If the services are fully funded each year, including options to extend and added contingency funds, the total 10-year amount of the RFGA inclusive of all awarded grants may be up to \$50,000,000. Note: Cost of doing business increases if applicable will be awarded in addition to the listed amount, increasing the stated 10-year estimate.
 - g. Allocation of award. The highest scoring Applicants shall be awarded one (1) grant. The maximum number of awarded grants from this RFGA shall be one (1) grant.
 - h. Budget Template located in Attachment A-1.
4. Funding Conditions
- a. Initial funding sources may include and are not limited to:

Services	Fund Name	Fund Type (State/Federal/ GF)	Annual Amount
Service 1: Crisis Stabilization Unit	MH CYF Fed SDMC FFP	Federal	\$343,756
	MH CYE	State	\$343,756
	MH CYF County GF	GF	\$1,608,629
Service 2: Hospital Diversion Program	MH CYF Fed SDMC FFP	Federal	\$226,166
	MH CYE	State	\$226,166
	MH CYF County GF	GF	\$1,433,428

Total
\$4,181,901

- b. There are no guarantees of annual funding.
- c. The estimated annual amount of funding available to support the services described in this RFGA is subject to increase or decrease depending on changes in State and local funding resources; or other circumstances.
- d. All GRANT funding including “Special Revenue” is determined by the grantor. Annual funding may increase or decrease depending on availability of funds. Grant funding is based on the conditions of the grant award. (“Special Revenue” may be a result of funding from the State of California)
- e. All General Fund funding is based on the City & County of San Francisco “Annual General Fund Budget Approval Process.”
- f. Should additional funds become available after the release of this RFGA or after awards from this RFGA have been made, The Department reserves the right to allocate these additional funds as it deems appropriate according to program planning and service needs, including but not limited to: adjusting the number and/or size of awards; supplementing awards from this RFGA with additional funds during service periods; supporting Department (City)-delivered services; or issuing a new solicitation.
- g. The Department reserves the right to terminate or not to renew a grant funded through this RFGA at any time
- h. Federal Funded Subcontracted services are allowable as direct costs when necessary to support the final cost objective. As such, these direct costs may be used in the calculation of the prime contractor’s indirect cost rate with some limitations. The prime Grantee can charge indirect costs on the first \$25,000 of each subgrantee at the approved/allowed indirect cost rate. Additional subcontract expenses beyond \$25,000 must be excluded from the indirect rate calculation.
 - i. *Item 11 Reference:* OMB Uniform Guidance Part 200 Subpart A Section 200.68 Modified Total Direct Cost (MTDC)
- i. For Grant funded contracts, the selected Applicant shall comply with any funding conditions.
- j. Grants awarded from this RFGA will be subject to all National, State or Local Minimum Compensation requirements.

III. PERFORMANCE, MONITORING

A. PARTICIPATE IN SFDPH PERFORMANCE IMPROVEMENT PROCESS (PIP) AND MONITORING

SFDPH requires vendors to participate in periodic and annual review of the grant deliverables. SFDPH will work with the Grantee to select appropriate measurable data to use as a measure of satisfactory delivery of the service or products. This may include delivering various

reports or data periodically to SFDPH so that the information may be prepared for the SFDPH review.

IV. MINIMUM QUALIFICATIONS

Grant Applications that do not satisfy the following minimum qualifications will be deemed non-responsive and will not be scored. Compliance with the Minimum Qualifications require completion of the following forms in Attachment A-1.

A. MINIMUM QUALIFICATION REQUIREMENTS (MINIMUM QUALIFICATIONS.PDF)

The Applicant must meet the following qualifications:

1. Does the Applicant agree to have a Crisis Stabilization Unit and Hospital Diversion program located in the County of San Francisco.
2. Does the Applicant agree to provide 23/7 services that are culturally/linguistically congruent.
3. Does the Applicant agree to be Medi-Cal certified with a history of effective and efficient billing practices.
4. Does the Applicant agree to leverage EPSDT Early and Periodic Screening, Diagnostic and Treatment.
5. Does the Applicant agree to be eligible to have 5150 privileges in the County of San Francisco.
6. Does the Applicant agree to have a minimum of 3 years of experience with the target population.
7. Does the Applicant agree to have the infrastructure to accept private insurance funds.
8. Does the Applicant agree to provide up to 4 beds for youth 6-18 years of age.
9. Does the Applicant agree to provide staffing to a multi-disciplinary team, including psychiatry, that can provide acute behavioral health services to high-risk youth and their families.
10. Does the Applicant agree to have systems to collect and maintain evaluation data in partnership with CYF.
11. Applicant agrees to be license / certified and in good standing by the California Children's Residential Program (link below):

Children's Residential (ca.gov)

(<https://www.cdss.ca.gov/inforesources/childrens-residential>)

B. MANDATORY GRANT REQUIREMENTS

1. The Applicant must complete and submit all Minimum Qualification Forms.
 - a) Minimum Qualifications Form (Minimum Qualifications.pdf)
Documented by completing the signed Minimum Qualification Form, located in Attachment A-1 (e-signatures are acceptable)
2. Grant Application Checklist.pdf

3. Grant Application Statement.pdf
4. Minimum Qualifications Forms.pdf
5. Submitted 12L compliance form.
6. The Applicant must complete the Budget utilizing the Budget Form.xls in attachment A-1 Budget Form

V. SUBMISSION OF GRANT APPLICATION

A. Grant Application Due Date and Location to Submit

Grant Applications must be received by **12:00 p.m., on 07/31/2023**. Grant Applications that are submitted by fax or email will NOT be accepted. Postmarks will not be considered in judging the timeliness of submissions. The Department is not responsible for Grant Applications lost or not delivered by your courier of choice. Courier / package tracking is recommended. Grant Applications may be delivered in person or mailed to:

Cindy Rivas
San Francisco Department of Public Health
Office of Contracts Management – Pre-Award Unit
1380 Howard Street. 4th floor, Room 420c
San Francisco, CA 94103

If delivering by mail or courier, please email a tracking # (if available) or notice of mailing to the individuals listed below:

cindy.rivas@sfdph.org
Phone (628) 271-6163

B. Format

Applicants shall submit:

- 1. One [1] Original copy of the Grant Application, clearly marked “Original Grant Application of SFGOV-0000008079”**

All items to be delivered to the above location. Grant Applications that are submitted by fax or email will NOT be accepted. Late submissions will follow the process in Item D of this section.

C. Hardcopy

Please use recycled paper, print double-sided to the maximum extent practical, use recycled paper that is comprised of minimum of 30% post-consumer materials, and bind the Grant Application with a binder clip, rubber band, or single staple, or submit it in a three-ring binder. Please do not bind your Grant Application with a spiral binding, glued binding, or anything similar. You may use tabs or other separators within the document.

For word processing documents, the department prefers that text be unjustified (i.e., with a ragged-right margin) and use a serif font (e.g., Times Roman, and not Arial), and that pages have margins of at least 1” on all sides (excluding headers and footers).

D. Late Submissions

Applications are due at Noon on the due date. Postmarks will not be considered in judging the timeliness of submissions. Applications received after the noon deadline but before 12:01 P.M. the following day will be accepted due to extenuating circumstances at the sole discretion of the Director of Health. Organizations/agencies/firms that submit submissions within this grace period must provide a letter explaining the extenuating circumstances by 12:00 noon of the second day. Decisions of the Director of Health to accept or reject the application during the grace period will not be appealable. Following the 24-hour grace period no late submissions will be accepted for any reason and there will be no appeal.

All applications shall be firm offers and may not be withdrawn for a period of three hundred sixty five (365) days following the last day of acceptance

VI.S ELECTION CRITERIA AND OPTIONAL ORAL INTERVIEWS

The Grant Application submitted will be evaluated by a selection committee comprised of parties with expertise in the requested Grant Plan. The City intends to evaluate the Grant Applications generally in accordance with the criteria itemized below. At any time during the evaluation process, the City may require a firm to provide oral or written clarification of its submission.

A. Selection Criteria

Selection Criteria

Selection Criteria	Maximum Points
Screening of Minimum Qualifications (All items in Section IV) <i>Grant Applications will only be evaluated if minimum qualifications are met.</i>	Pass/Fail
Response and Approach to the Grant Plan: a) Submitted application demonstrates responsiveness to the items in the Grant Plan (Section II.B) listed in this RFGA. (15 points) b) Submitted application demonstrates 23 hour per day / 7 days per week personnel availability. (5 points) c) Submitted application demonstrates responsiveness to targeted population. (5 points) d) Submitted application demonstrates staff knowledge of trauma-informed and family-focused interventions with high-risk youth (10 points) e) Submitted application demonstrates ability to document and bill EPSDT effectively and leverage third party and philanthropic funds. (5 points) f) Submitted application demonstrates ability to maximize awareness of the services provided. (5 points)	45 Total Points

Experience and Past Performance: a) Submitted application demonstrates capacity to provide services in the City and County of San Francisco. (5 points) b) Submitted application demonstrates capacity to provide services in the City and County of San Francisco. (5 points) c) Submitted application demonstrates prior experience in managing Crisis Stabilization Units and Hospital Diversion Program. (10 points) d) Submitted application demonstrates experience with in working with different agencies including police, hospital and crisis response teams. (10 points) e) Submitted application clearly demonstrate past experience with assessments, crisis stabilizations, family therapy, case management, medication evaluation and support, nursing and discharge planning. (10 points)	40 Total Points.
Grant Budget (Cost Reimbursement) a) Proposed budget is reflective of the staff outlined in the proposed scope of work. (3 points) b) Proposed operating expenses are reflective of the proposed scope of work. (3 points) c) Proposed budget is reasonable for services solicited. (3 points) d) Proposed budget reflective of the estimated annual amount for year one. (3 points) e) Proposed budget accounts for 23/7 coverage (3 points)	15 Total Points
TOTAL AVAILABLE POINTS	100

B. Optional Oral Interviews

Following the evaluation of the written Grant Applications, both scores will then be tabulated, and Applicants will be ranked starting with the Applicant receiving the highest score, then continuing with the Applicant receiving the second highest score, and so on. The three (3) Applicants receiving the highest scores may be invited to an oral interview/demonstration presentation. The City will determine the format and the scoring criteria to be used during the interview/demonstration presentation.

The interview/demonstration presentation will consist of either or both standard questions asked of each of the Applicants, and questions of clarification for specific Grant Applications. The selection panel will evaluate each Applicant based on their presentation and/or responses. After the oral interview/demonstration presentation, the City will combine all scores, rank the Applicants and select the highest ranked Applicant to enter into agreement with. If interviews/demonstration presentations are conducted, they will be worth 100 points based on

a set of criteria established following review of written Grant Applications. The 100 points possible awarded for interviews/demonstration presentations will be added to the 100 possible points awarded during the Grant Application Evaluation process for a total of 200 points.

VII. E-Question Session

A. E-QUESTION SESSION

Firms can e-mail questions concerning the specifics this RFGA. The E-Question session shall begin **07/06/2023** and run through **07/13/2023**. The questions will be answered by program staff. This is the only opportunity Applicants can ask direct Grant Plan questions of the Departmental staff. All questions are to be directed to the following e-mail address cindy.rivas@sfdph.org

VIII. Terms and Conditions for Receipt of Grant Applications

A. SOLICITATION ERRORS AND OMISSIONS

Applicants are responsible for reviewing all portions of this Solicitation. Applicants are to promptly notify the City, in writing and to the Solicitation contact person if the Applicant discovers any ambiguity, discrepancy, omission, or other error in the Solicitation. Any such notification should be directed to the City promptly after discovery, but in no event later than the deadline for questions. Modifications and clarifications will be made by Addenda as provided below.

B. INQUIRIES REGARDING RFGA

Inquiries regarding the RFGA and all oral notifications of an intent to request written modification or clarification of the RFGA, must be directed to:

Cindy Rivas
San Francisco Department of Public Health
Office of Contracts Management – Pre-Award Unit
1380 Howard Street. 4th floor, Room 420c
San Francisco, CA 94103
Phone (628) 271-6163
cindy.rivas@sfdph.org (E-Mail Preferred)

C. OBJECTIONS TO SOLICITATION TERMS

Should an Applicant object to any provision set forth in this RFGA on grounds that the provision contains an error or is ambiguous, the Applicant must, no later than the closing date for Grant Application submission, provide written notice to the person listed in item B of Section VIII setting forth with specificity the grounds for such objection. The failure of an Applicant to object in the manner set forth in this paragraph shall constitute a complete and irrevocable waiver of any such objection. Any ambiguous RFGA solicitation term or requirement must be protested before the closing date for Grant Applications.

D. SOLICITATION ADDENDA

The City may modify this Solicitation, prior to the Grant Application due date, by issuing an Addendum to the Solicitation, which will be posted on the San Francisco Supplier Portal. Every Addendum will create a new version of the Sourcing Event and Applicants must monitor the event for new versions. **The Applicant shall be responsible for ensuring that its Grant Application reflects any and all Solicitation Addenda issued by the City prior to**

the Grant Application due date regardless of when the Grant Application is submitted. Therefore, the City recommends that the Applicant consult the website frequently, including shortly before the Grant Application due date, to determine if the Applicant has downloaded all Solicitation Addenda. It is the responsibility of the Applicant to check for any Addenda, Questions and Answers documents, and updates, which may be posted to the subject Solicitation.

THE SUBMITTAL OF A RESPONSE TO THIS SOLICITATION SHALL EXPLICITLY STIPULATE ACCEPTANCE BY THE APPLICANTS OF THE TERMS FOUND IN THIS SOLICITATION, ANY AND ALL ADDENDA ISSUED TO THIS SOLICITATION, AND THE PROPOSED GRANT TERMS.

E. GRANT TERM

Submission of a Grant Application signifies that the proposed products, services and costs are valid for 365 calendar days from the Grant Application due date and that the submitted costs are genuine and not the result of collusion or any other anti-competitive activity. At Applicant's election, the Grant Application may remain valid beyond the 365-day period in the circumstance of extended negotiations.

F. REVISION TO GRANT APPLICATION

An Applicant may revise a Grant Application on the Applicant's own initiative at any time before the deadline for submission of Grant Application. The Applicant must submit the revised Grant Application in the same manner as the original. A revised Grant Application must be received on or before, but no later than the Grant Application due date and time. In no case will a statement of intent to submit a revised Grant Application, or commencement of a revision process, extend the Grant Application deadline for any Applicant. At any time during the Grant Application evaluation process, the City may require an Applicant to provide oral or written clarification of its Grant Application. The City reserves the right to make an award without further clarifications of Grant Application received.

G. GRANT APPLICATION ERRORS AND OMISSIONS

Failure by the City to object to an error, omission, or deviation in the Grant Application will in no way modify the Solicitation or excuse the Applicant from full compliance with the specifications of this Solicitation or any Grant awarded pursuant to this Solicitation.

H. FINANCIAL RESPONSIBILITY

The City accepts no financial responsibility for any costs incurred by an Applicant in responding to this Solicitation. Applicants acknowledge and agree that their submissions in response to this Solicitation will become the property of the City and may be used by the City in any way deemed appropriate.

I. APPLICANT'S OBLIGATIONS UNDER THE CAMPAIGN REFORM ORDINANCE

If a contract awarded pursuant to this Solicitation has (A) a value of \$100,000 or more in a fiscal year and (B) requires the approval of an elected City official, Proposers are hereby advised:

1. Submission of a Proposal in response to this Solicitation may subject the Proposers to restrictions under Campaign and Governmental Conduct Code Section 1.126, which prohibits City contractors, Proposers, and their affiliates from making political contributions to certain City elective officers and candidates; and

2. Before submitting a Proposal in response to this Solicitation, Proposers are required to notify their affiliates and subcontractors listed in the awarded contract or Proposal of the political contribution restrictions set forth in Campaign and Governmental Conduct Code section 1.126.

This restriction applies to the party seeking the contract, the party's board of directors, chairperson, chief executive officer, chief financial officer, chief operating officer, any person with an ownership interest greater than ten percent, and any political committees controlled or sponsored by the party, as well as any subcontractors listed in the awarded contract or Proposal. The law both prohibits the donor from giving contributions and prohibits the elected official from soliciting or accepting them.

The people and entities listed in the preceding paragraph may not make a campaign contribution to the elected official at any time from the submission of a Proposal for a contract until either: (1) negotiations are terminated and no contract is awarded; or (2) twelve months have elapsed since the award of the contract.

A violation of Section 1.126 may result in criminal, civil, or administrative penalties. For further information, Proposers should contact the San Francisco Ethics Commission at (415) 252-3100 or go to <https://sfethics.org/compliance/city-officers/city-contracts/city-departments/notifying-bidders-and-potential-bidders>.

J. SUNSHINE ORDINANCE

In accordance with S.F. Administrative Code Section 67.24(e), all responses to RFGAs and all other records of communications between the City and persons or firms seeking contracts shall be open to inspection immediately after a contract has been awarded. Nothing in this provision requires the disclosure of a private person's or organization's net worth or other proprietary financial data submitted for qualification for a contract or other benefits until and unless that person or organization is awarded the contract or benefit. Information provided which is covered by this paragraph will be made available to the public upon request.

K. CONFLICTS OF INTEREST

The successful Applicant will be required to agree to comply fully with and be bound by the applicable provisions of state and local laws related to conflicts of interest, including Section 15.103 of the City's Charter, Article III, Chapter 2 of City's Campaign and Governmental Conduct Code, and Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California. The successful Applicant will be required to acknowledge that it is familiar with these laws; certify that it does not know of any facts that constitute a violation of said provisions; and agree to immediately notify the City if it becomes aware of any such fact during the term of the Agreement.

Individuals who will perform work for the City on behalf of the successful Applicant might be deemed consultants under state and local conflict of interest laws. If so, such individuals will be required to submit a Statement of Economic Interests, California Fair Political Practices Commission Form 700, to the City within ten calendar days of the City notifying the successful Applicant that the City has selected the Applicant.

L. RESERVATIONS OF RIGHTS BY THE CITY

The issuance of this Solicitation does not constitute a guarantee by the City that a contract will be awarded or executed by the City. The City expressly reserves the right at any time to:

1. Waive or correct any defect or informality in any response, Grant Application, or Grant Application procedure;
2. Under 21G.6, reject any or all Grant Applications;
3. Under 21G.6, reissue the Solicitation;
4. Under 21G.6, prior to submission deadline for Grant Applications, modify all or any portion of the selection procedures, including deadlines for accepting responses, the specifications or requirements for any materials, equipment or services to be provided under this Solicitation, or the requirements for contents or format of the Grant Applications;
5. Procure any materials, equipment or services specified in this Solicitation by any other means; or
6. Determine that the subject goods or services are no longer necessary.

M. NO WAIVER

No waiver by the City of any provision of this Solicitation shall be implied from the City's failure to recognize or take action on account of an Applicant's failure to comply with this Solicitation.

N. OTHER

1. The City may make such investigation, as it deems necessary, prior to the award of this contract to determine the conditions under which the goods are to be delivered or the work is to be performed. Factors considered by the City shall include, but not be limited to:

- a. Any condition set forth in this Solicitation;
- b. Adequacy of Applicant's plant facilities and/or equipment, location and personnel location to properly perform all services called for under the Purchase Order; and
- c. Delivery time(s).

2. City reserves the right to inspect an awarded Applicant's place of business prior award of and/or at any time during the contract term (or any extension thereof) to aid City in determining an awarded Applicant's capabilities and qualifications.

3. Failure to timely execute a contract, or to furnish any and all insurance certificates and policy endorsements, surety bonds or other materials required in the contract, shall be deemed an abandonment of a contract offer. The City, in its sole discretion, may select another Applicant and may proceed against the original selectee for damages.

4. City reserves the right to reject any Grant Application on which the information submitted by Applicant fails to satisfy City and/or if Applicant is unable to supply the information and documentation required by this Solicitation within the period of time requested.

5. Any false statements made by an Applicant, or any related communication/clarification may result in the disqualification of its Grant Application from receiving further evaluation and a contract award.

IX. City's Social Policy Requirements

The San Francisco Municipal Code establishes a number of requirements for people seeking to do business with the City ("Social Policy Requirements"). The Social Policy Requirements set forth below are NOT intended to be a complete list of all Social Policy Requirements applicable to this Solicitation and any contracts awarded from it. *Refer to the standard City Grant template(s) (G-xxx "G-form") located in Attachment A-3, for additional details related to the application of a particular Ordinance to a Grant awarded pursuant to this Solicitation.*

A. APPLICANTS UNABLE TO DO BUSINESS WITH THE CITY

1. Generally

Applicants that do not comply with laws set forth in San Francisco's Municipal Codes may be unable to enter into a Grant with the City. Laws applicable to this Solicitation are set forth below and in the standard City Grant template(s) (G-xxx "G-form") as applicable, to the requested products or services located in Attachment A-3.

2. Administrative Code Chapter 12B

A Applicant selected pursuant to this Solicitation may not, during the term of the Agreement, in any of its operations in San Francisco, on real property owned by San Francisco, or where work is being performed for the City elsewhere in the United States, discriminate in the provision of bereavement leave, family medical leave, health benefits, membership or membership discounts, moving expenses, pension and retirement benefits or travel benefits, as well as any benefits other than the benefits specified above, between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of such employees, where the domestic partnership has been registered with a governmental entity pursuant to state or local law authorizing such registration, subject to the conditions set forth in §12B.2(b) of the San Francisco Administrative Code. *Refer to the standard City Grant template(s) (G-xxx "G-form") located in Attachment A-3, for additional details related to the application of a particular Ordinance to a Grant awarded pursuant to this Solicitation.*

B. RESERVED (PREVAILING WAGE ORDINANCE)

C. HEALTH CARE ACCOUNTABILITY ORDINANCE

1. For Nonprofit Grant Applicants

Applicants selected pursuant to this solicitation and are a Nonprofit Corporation are not defined as a "Contract" under 12Q.2.4.(11) and are not subject to the requirements Chapter 12Q.

2. For All Other Grant Applicants

An Applicant selected pursuant to this Solicitation shall comply with the requirements of Chapter 12Q. For each Covered Employee, an awarded Applicant shall provide the appropriate health benefit set forth in Section 12Q.3 of the Health Care Accountability Ordinance (HCAO). If an Applicant selected pursuant to this Solicitation chooses to offer the health plan option, such health plan shall meet the minimum standards set forth by the San Francisco Health Commission. Information about and the text of the Chapter 12Q and the Health Commission's minimum standards available at <http://sfgov.org/olse/hcao>. Any Subgrant entered into by Applicant shall also be required to comply with the requirements of the HCAO and shall contain Grant obligations substantially the same as those set forth in this section.

D. MINIMUM COMPENSATION ORDINANCE

An Applicant selected pursuant to this Solicitation shall comply with Administrative Code Chapter 12P. A Applicant selected pursuant to this Solicitation shall pay covered employees no less than the minimum compensation required by San Francisco Administrative Code Chapter 12P, including a minimum hourly gross compensation, compensated time off, and uncompensated time off. A Applicant selected pursuant to this Solicitation is subject to the enforcement and penalty provisions in Chapter 12P. Information about and the text of the Chapter 12P is available on the web at <http://sfgov.org/olse/mco>. *Refer to the standard City Grant template(s) (G-xxx "G-form") located in Attachment A-3, for additional details related to the application of a particular Ordinance to a Grant awarded pursuant to this Solicitation.*

E. FIRST SOURCE HIRING PROGRAM

An Applicant selected pursuant to this Solicitation shall comply with all of the applicable provisions of the First Source Hiring Program, Chapter 83 of the San Francisco Administrative Code. *Refer to the standard City Grant template(s) (G-xxx "G-form") located in Attachment A-3, for additional details related to the application of a particular Ordinance to a Grant awarded pursuant to this Solicitation.*

F. LBE RATING BONUS AND BID DISCOUNTS

Deleted - Due to the inclusion of Federal Grant funds in this RFGA.

1. Rating Bonus/Bid Discount for General and Professional Services

Deleted - Due to the inclusion of Federal Grant funds in this RFGA.

2. Rating Bonus/Bid Discount for General and Professional Services by Joint Ventures

Deleted - Due to the inclusion of Federal Grant funds in this RFGA.

3. Rating Bonus/Bid Discount for Commodities

Deleted - Due to the inclusion of Federal Grant funds in this RFGA.

G. LBE SUBGRANTING REQUIREMENTS AND GOOD FAITH OUTREACH

Deleted - Due to the inclusion of Federal Grant funds in this RFGA.

1. LBE Subcontracting Participation Requirements

Deleted - Due to the inclusion of Federal Grant funds in this RFGA.

2. LBE Good Faith Outreach

Deleted - Due to the inclusion of Federal Grant funds in this RFGA.

3. LBE Participation Requirements and Good Faith Outreach Forms

Deleted - Due to the inclusion of Federal Grant funds in this RFGA.

4. CMD Compliance Officer

The CMD Compliance Officer (CCO) for this project is:

Melinda Kanios
Contract Monitoring Division

City and County of San Francisco
Tel: 415-274-0511
Email: Melinda.Kanios@sfgov.org
Website: www.sfgov.org/cmd.

5. LBE Payment and Utilization Tracking

Deleted - Due to the inclusion of Federal Grant funds in this RFGA.

H. RESERVED (SWEATFREE PROCUREMENT)

I. OTHER SOCIAL POLICY PROVISIONS

Attachment A-3, contains the standard City Grant template(s) (G-xxx "G-form") which identifies other City applicable social policy provisions related to a Grant awarded pursuant to this Solicitation. Applicants are encouraged to carefully review these terms and ensure they are able to comply with them.

X. Department of Public Health Specific Grant Requirements

A. PROTECTED HEALTH INFORMATION AND BAA

The parties acknowledge that CITY is a Covered Entity as defined in the Healthcare Insurance Portability and Accountability Act of 1996 ("HIPAA") and is required to comply with the HIPAA Privacy Rule governing the access, use, disclosure, transmission, and storage of protected health information (PHI) and the Security Rule under the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("the HITECH Act").

The parties acknowledge that GRANTEE will:

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

For purposes of this Agreement, Grantee is a Business Associate of CITY/SFDPH, as defined under HIPAA. Grantee must comply with and complete the following attached documents, incorporated to this Agreement as though fully set forth herein:

1. SFDPH Business Associate Agreement (BAA) (08-03-2022)
2. SFDPH Attestation 1 PRIVACY (06-07-2017)
3. SFDPH Attestation 2 DATA SECURITY (06-07-2017)

2. ☐ **NOT do any of the activities listed above in subsection 1;**

Grantee is not a Business Associate of CITY/SFDPH. SFDPH Business Associate Agreement (BAA) and attestations are not required for the purposes of this Grant.

B. PROTECTED HEALTH INFORMATION

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

C. EXCLUSION LISTS AND EMPLOYEE VERIFICATION

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

D. INSURANCE REQUIREMENTS

NOTE ON INSURANCE REQUIRMENTS: INSURANCE LIMITS AND TYPES OF COVERAGE ARE SUBJECT TO RISK MANAGEMENT REVIEW AND REVISION, AS APPROPRIATE, AS CONDITIONS WARRANT.

Upon award of grant, Grantee shall furnish to the City a Certificate of Insurance and Additional Insured Endorsements stating that there is insurance presently in effect for Grantee with limits of not less than those established by the City. Standard Insurance Requirements, subject to Risk Management review and revision, are listed in Attachment A-3.

E. INFORMATION TECHNOLOGY AND DATA SECURITY AND COMPLIANCE

1. Standard Grant Template

Applicants are directed to review the standard City Grant template (G-xxx "G-form") and Data Access Agreement located in Attachment A-3 for the general framework and requirements surrounding compliance with Department of Public Health Information Technology and Data Security topics.

2. Department of Technology Cybersecurity Risk Assessment

As part of City's evaluation process, City may engage in Cybersecurity Risk Assessment (CRA). CRA may be performed for each entity manufacturing the product, performing technical functions related to the product's performance, and/or accessing City's networks and systems. Where a prime contractor or reseller plays an active role in each of these activities, CRA may also be required for the Grantee or Subgrantee.

To conduct a CRA, City may collect as part of this Solicitation process one of the following two reports:

1. **SOC-2 Type 2 Report:** Report on Controls at a Service Organization Relevant to Security, Availability, Processing Integrity, Confidentiality or Privacy; or
2. **City's Cyber Risk Assessment Questionnaire:** Applicant's responses to a City's Cyber Risk Assessment Questionnaire.

The above reports may be requested at such time City has selected or is considering a potential Applicant. The reports will be evaluated by the soliciting Department and the City's Department of Technology to identify existing or potential cyber risks to City. Should such risks be identified, City may shall afford a potential Applicant an opportunity to cure such risk within a period of time deemed reasonable to City. Such remediation and continuing compliance shall be subject to City's on-going review and audit through industry-standard methodologies, including but not limited to: on-site visits, review of the entities' cybersecurity program, penetration testing, and/or code reviews.

A copy of the CRA is located in Attachment A-3.

F. VENDOR CREDENTIALING AT ZUCKERBERG SAN FRANCISCO GENERAL HOSPITAL

It is the policy of Zuckerberg San Francisco General Hospital to provide quality patient care and trauma services with compassion and respect, while maintaining patient privacy and safety. ZSFGH is committed to providing reasonable opportunities for Health Care Industry Representatives (HCIRs), external representatives/vendors, to present and demonstrate their products and/or services to the appropriate ZSFGH personnel. However, the primary objective of ZSFGH is patient care and it is therefore necessary for all HCIRs to follow guidelines that protect patient rights and the vendor relationship. Therefore, all HCIR's that will come onto the campus of Zuckerberg San Francisco General Hospital must comply with Hospital Policy 16.27 "PRODUCT EVALUATION AND PHARMACEUTICAL SERVICES: GUIDELINES FOR SALES PERSONNEL, HEALTHCARE INDUSTRY REPRESENTATIVES, AND PHARMACEUTICAL COMPANY REPRESENTATIVES". Before visiting any ZSFGH facilities, it is required that a HCIR create a profile with "VendorMate." VendorMate is the company that manages the credentialing process of policy 16.27 for ZSFGH. For questions, or to register as a HCIR please contact the Director of Materials Management, or designee (during normal business hours) at (415) 206-5315 or sign on to <https://sfdph.vendormate.com> for details.

G. HOSPITAL POLICY 3.28.

To ensure that care, treatment, and clinical services provided through contractual agreements are provided safely and effectively. Contractors for Zuckerberg San Francisco Hospital must comply with Hospital Policy 3.28 "CONTRACTING PATIENT CARE SERVICES"

H. GRANTOR VACCINATION POLICY.

1. Grantee acknowledges that it has read the requirements of the 38th Supplement to Mayoral Proclamation Declaring the Existence of a Local Emergency ("Emergency Declaration"), dated February 25, 2020, and the Contractor Vaccination Policy for City Contractors and Grantees issued by the City Administrator ("Contractor Vaccination Policy"), as those documents may be amended from time to time. A copy of the Contractor

Vaccination Policy can be found at: <https://sf.gov/confirm-vaccine-status-your-employees-and-subcontractors>.

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

3. In accordance with the Contractor Vaccination Policy, Grantee agrees that:

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

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

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

XI. Protest Procedures

A. PROTEST OF NON-RESPONSIVENESS DETERMINATION

Within (3) three business days of the City's issuance of a Notice of Non-Responsiveness, an Applicant may submit a written Notice of Protest of Non-Responsibility. The Notice of Protest must include a written statement specifying in detail each and every one of the grounds asserted for the protest. The Notice of Protest must be signed by an individual authorized to represent the Applicant, and must cite the law, rule, local ordinance, procedure or Solicitation provision on which the protest is based. In addition, the Notice of Protest must specify facts and evidence sufficient for the City to determine the validity of the protest.

B. PROTEST OF NON-RESPONSIBLE DETERMINATION

Within (3) three business days of the City's issuance of a Notice of Non-Responsibility, an Applicant may submit a written Notice of Protest of Non-Responsibility. The Notice of Protest must include a written statement specifying in detail each and every one of the grounds asserted for the protest. The Notice of Protest must be signed by an individual authorized to represent the Applicant, and must cite the law, rule, local ordinance, procedure or Solicitation

provision on which the protest is based. In addition, the Notice of Protest must specify facts and evidence sufficient for the City to determine the validity of the protest.

C. PROTEST OF GRANT AWARD

Within (3) three business days of the City's issuance of a Notice of Intent to Award, an Applicant may submit a written Notice of Protest of Contract Award. The Notice of Protest must include a written statement specifying in detail each and every one of the grounds asserted for the protest. The Notice of Protest must be signed by an individual authorized to represent the Applicant, and must cite the law, rule, local ordinance, procedure or Solicitation provision on which the protest is based. In addition, the Notice of Protest must specify facts and evidence sufficient for the City to determine the validity of the protest.

D. DELIVERY OF PROTEST (EMAIL)

All protests must be received by the due date. If a protest is mailed, the protestor bears the risk of non-delivery within the deadlines specified herein. Protests should be transmitted by a means that will objectively establish the date the City received the protest. Protests or notice of protests made orally (e.g., by telephone) will not be considered. Protests must be delivered to:

Cindy.Rivas@sfdph.org

and

Kelly.Hiramoto@sfdph.org

If delivering by mail, please email a copy to the individuals listed above.

Mail:

Director of Contract Management and Compliance
1380 Howard Street, Rm. 420
San Francisco, CA 94103

President, District 8
BOARD of SUPERVISORS



City Hall
1 Dr. Carlton B. Goodlett Place, Room 244
San Francisco, CA 94102-4689
Tel. No. 554-6968
Fax No. 554-5163
TDD/TTY No. 544-5227

RAFAEL MANDELMAN

PRESIDENTIAL ACTION

Date: 9/9/25

To: Angela Calvillo, Clerk of the Board of Supervisors

Madam Clerk,

Pursuant to Board Rules, I am hereby:

☐ Waiving 30-Day Rule (Board Rule No. 3.23)

File No. _____

(Primary Sponsor)

Title. _____

☐ Transferring (Board Rule No 3.3)

File No. _____

(Primary Sponsor)

Title. _____

From: _____ Committee

To: _____ Committee

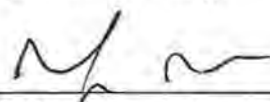
☒ Assigning Temporary Committee Appointment (Board Rule No. 3.1)

Supervisor: Chen Replacing Supervisor: Engardio

For: 9/17/25 Budget & Finance Meeting
(Date) (Committee)

Start Time: _____ End Time: _____

Temporary Assignment: ☐ Partial ☒ Full Meeting



Rafael Mandelman, President
Board of Supervisors



San Francisco Ethics Commission

25 Van Ness Avenue, Suite 220, San Francisco, CA 94102

Phone: 415.252.3100 . Fax: 415.252.3112

ethics.commission@sfgov.org . www.sfethics.org

Received On:

File #: 250878

Bid/RFP #:

Notification of Contract Approval

SFEC Form 126(f)4

(S.F. Campaign and Governmental Conduct Code § 1.126(f)4)

A Public Document

Each City elective officer who approves a contract that has a total anticipated or actual value of \$100,000 or more must file this form with the Ethics Commission within five business days of approval by: (a) the City elective officer, (b) any board on which the City elective officer serves, or (c) the board of any state agency on which an appointee of the City elective officer serves. For more information, see: <https://sfethics.org/compliance/city-officers/contract-approval-city-officers>

1. FILING INFORMATION

TYPE OF FILING	DATE OF ORIGINAL FILING (for amendment only)
Original	
AMENDMENT DESCRIPTION – Explain reason for amendment	

2. CITY ELECTIVE OFFICE OR BOARD

OFFICE OR BOARD	NAME OF CITY ELECTIVE OFFICER
Board of Supervisors	Members

3. FILER'S CONTACT

NAME OF FILER'S CONTACT	TELEPHONE NUMBER
Angela Calvillo	415-554-5184
FULL DEPARTMENT NAME	EMAIL
Office of the Clerk of the Board	Board.of.Supervisors@sfgov.org

4. CONTRACTING DEPARTMENT CONTACT

NAME OF DEPARTMENTAL CONTACT	DEPARTMENT CONTACT TELEPHONE NUMBER
Reanna Albert	628-271-6178
FULL DEPARTMENT NAME	DEPARTMENT CONTACT EMAIL
DPH Department of Public Health	reanna.albert@sfdph.org

5. CONTRACTOR	
NAME OF CONTRACTOR Edgewood Center for Children and Families	TELEPHONE NUMBER 415-681-3211
STREET ADDRESS (including City, State and Zip Code) 1801 Vicente Street, San Francisco, CA 94116	EMAIL

6. CONTRACT		
DATE CONTRACT WAS APPROVED BY THE CITY ELECTIVE OFFICER(S)	ORIGINAL BID/RFP NUMBER	FILE NUMBER (If applicable) 250878
DESCRIPTION OF AMOUNT OF CONTRACT Not to exceed \$31,603,801		
NATURE OF THE CONTRACT (Please describe) Provide hospital diversion and crisis stabilization unit services.		

7. COMMENTS

8. CONTRACT APPROVAL	
This contract was approved by:	
☐	THE CITY ELECTIVE OFFICER(S) IDENTIFIED ON THIS FORM
☒	A BOARD ON WHICH THE CITY ELECTIVE OFFICER(S) SERVES Board of Supervisors
☐	THE BOARD OF A STATE AGENCY ON WHICH AN APPOINTEE OF THE CITY ELECTIVE OFFICER(S) IDENTIFIED ON THIS FORM SITS

9. AFFILIATES AND SUBCONTRACTORS

List the names of (A) members of the contractor's board of directors; (B) the contractor's principal officers, including chief executive officer, chief financial officer, chief operating officer, or other persons with similar titles; (C) any individual or entity who has an ownership interest of 10 percent or more in the contractor; and (D) any subcontractor listed in the bid or contract.

#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
1	Chan	Alda	Board of Directors
2	Eason	Britt	Board of Directors
3	Flynn	Bailey	Board of Directors
4	Griffin	Catrina	Board of Directors
5	Hamrick	Pamela	Board of Directors
6	Illig	Jim	Board of Directors
7	Johnson	Carrie	Board of Directors
8	Lyman	Alicia	Board of Directors
9	Menachof	Lori	Board of Directors
10	Nussbaum	Jeff	Board of Directors
11	Sorrells	Galen	Board of Directors
12	Supan	Julie	Board of Directors
13	Lin	Meredith	Board of Directors
14	Proskine	Jennifer	Board of Directors
15	Woo	Dewey	Board of Directors
16	Barbarics	Kristen	Other Principal Officer
17	Dolce	Lynn	CEO
18	Motie	Babak	COO
19	Russell	Michael	Other Principal Officer

9. AFFILIATES AND SUBCONTRACTORS

List the names of (A) members of the contractor's board of directors; (B) the contractor's principal officers, including chief executive officer, chief financial officer, chief operating officer, or other persons with similar titles; (C) any individual or entity who has an ownership interest of 10 percent or more in the contractor; and (D) any subcontractor listed in the bid or contract.

#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
20	Siliato	Elizabeth	Other Principal officer
21	Dr. Randall	Robin	Other Principal officer
22			
23			
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9. AFFILIATES AND SUBCONTRACTORS

List the names of (A) members of the contractor's board of directors; (B) the contractor's principal officers, including chief executive officer, chief financial officer, chief operating officer, or other persons with similar titles; (C) any individual or entity who has an ownership interest of 10 percent or more in the contractor; and (D) any subcontractor listed in the bid or contract.

#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
39			
40			
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50			

☐ Check this box if you need to include additional names. Please submit a separate form with complete information. Select "Supplemental" for filing type.

10. VERIFICATION

I have used all reasonable diligence in preparing this statement. I have reviewed this statement and to the best of my knowledge the information I have provided here is true and complete.

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

SIGNATURE OF CITY ELECTIVE OFFICER OR BOARD SECRETARY OR CLERK

DATE SIGNED

BOS Clerk of the Board



San Francisco Department of Public Health

Daniel Tsai
Director of Health

City and County of San Francisco
Daniel Lurie, Mayor

August 22, 2025

Angela Calvillo, Clerk of the Board
Board of Supervisors
1 Dr. Carlton B. Goodlett Place, Room 244
San Francisco, CA 94102-4689

Dear Ms. Calvillo:

Please find attached a proposed resolution for Board of Supervisors approval of an amendment to the agreement between the Department of Public Health and Edgewood Center for Children and Families, in the amount of \$31,603,801.

This contract agreement requires Board of Supervisors approval under San Francisco Charter Section 9.118.

The following is a list of accompanying documents:

- Proposed Resolution
- Proposed Amendment 2
- Original Agreement
- Amendment 1
- Form SFEC-126
- PSC 44670-16/17 and 46987-16/17
- SFGOV-0000008079

For questions on this matter, please contact me at (628) 271-6178, reanna.albert@sfdph.org.

Thank you for your time and consideration.

Sincerely,

Reanna Albert

Reanna Albert
Senior Contracts Analyst
Office of Contracts Management and Compliance
DPH Business Office

cc: Daniel Tsai, Director of Health
Jenny Louie, Chief Operating Officer
Michelle Ruggels, Director, DPH Business Office

The mission of the San Francisco Department of Public Health is to protect and promote the health of all San Franciscans.

We shall ~ Assess and research the health of the community ~ Develop and enforce health policy ~ Prevent disease and injury ~

~ Educate the public and train health care providers ~ Provide quality, comprehensive, culturally-proficient health services ~ Ensure equal access to all ~

reanna.albert@SFDPH.org – office 621-271-6178 – fax 415 252-3088

101 Grove Street, Room 410, San Francisco, CA 94102
