

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

Third Amendment

THIS AMENDMENT (this “Amendment”) is made as of June 1, 2023, in San Francisco, California, by and between **Bayview Hunters Point Foundation** (“Contractor”), and the **City and County of San Francisco**, a municipal corporation (“City”), acting by and through its Director of the Office of Contract Administration.

Recitals

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

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

WHEREAS, The San Francisco Department of Public Health (Department) entered into an Original Agreement dated July 1, 2018, with a term through June 30, 2021, with a contract price of \$9,757,806, for various mental health services related services competitively solicited under various RFP/RFQs, described below, that allowed for different performance periods and scopes; and

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

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

WHEREAS, the scope of services described in Appendices A-2 (School-Based Centers Balboa) and A-4 (Dimensions LGBT Outpatient) were competitively procured by the Department as required by San Francisco Administrative Code Chapter 21.1 through RFP 17-2016, issued on July 20, 2016, which allowed for contracts to have a duration up to 06 years; and

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

WHEREAS, in order to continue services of Appendices A-5 (Jelani Family Residential Step-Down Program) uninterrupted the Department desires to exercise its authority under San Francisco Administrative Code Section 21.42, to extend the Agreement for a period of an additional 12 months from July1, 2023 through June 30, 2024; and

WHEREAS, approval for this Amendment was obtained on 07/15/19 from the Civil Service Commission or Department of Human Resources on behalf of the Civil Service Commission under PSC number 44670-16/17 in the amount of \$38,400,000 for the period commencing 07/01/17 and ending 06/30/26; and

WHEREAS, approval for this Amendment was obtained on 11/05/18 from the Civil Service Commission or Department of Human Resources on behalf of the Civil Service Commission under PSC number 46987-16/17 in the amount of \$233,200,000 for the period commencing 07/01/17 and ending 06/30/27; and

WHEREAS, approval for this Amendment was obtained on 07/15/19 from the Civil Service Commission or Department of Human Resources on behalf of the Civil Service Commission under PSC number 40587-17/18 in the amount of \$292,051,200 for the period commencing 01/01/18 and ending 12/31/27; and

WHEREAS, the City's Board of Supervisors approved this Agreement by 51-22 on 2/25/22; and

WHEREAS, the City's Board of Supervisors approved this Agreement by 291-23 on 06/07/23..

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

Article 1 Definitions

The following definitions shall apply to this Amendment:

1.1 **Agreement.** The term "Agreement" shall mean the Agreement dated 07/01/18 between Contractor and City, as amended by the:

First Amendment, dated 05/01/21 and

Second Amendment, dated 06/01/21

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

Article 2 Modifications to the Agreement.

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

2.1 The term of this Agreement shall commence on July 1, 2018 and expire on June 30, 2023, unless earlier terminated as otherwise provided herein.

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

2.1 The term of this Agreement shall commence on July 1, 2018 and expire on June 30, 2024, unless earlier terminated as otherwise provided herein.

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

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

2.2 **Compensation.** *Section 3.3 of the Agreement currently reads as follows:*

3.3.1 **Payment.** Contractor shall provide an invoice to the City on a monthly basis for Services completed in the immediate preceding month, unless a different schedule is set out in Appendix B, "Calculation of Charges." Compensation shall be made for

Services identified in the invoice that the Director of Health, in his or her sole discretion, concludes has been satisfactorily performed. Payment shall be made within 30 calendar days of receipt of the invoice, unless the City notifies the Contractor that a dispute as to the invoice exists. In no event shall the amount of this Agreement exceed **Thirteen Million Four Hundred Eighty Nine Thousand Three Hundred Forty Three Dollars (\$13,489,343)**. The breakdown of charges associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein. In no event shall City be liable for interest or late charges for any late payments.

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

3.3.1 Calculation of Charges. Contractor shall provide an invoice to the City on a monthly basis for Services completed in the immediate preceding month, unless a different schedule is set out in Appendix B, "Calculation of Charges." Compensation shall be made for Services identified in the invoice that the Director of Health, in his or her sole discretion, concludes has been satisfactorily performed. Payment shall be made within 30 calendar days of receipt of the invoice, unless the City notifies the Contractor that a dispute as to the invoice exists. In no event shall the amount of this Agreement exceed **Sixteen Million Three Hundred Thousand Dollars (\$16,300,000)**. The breakdown of charges associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein. In no event shall City be liable for interest or late charges for any late payments.

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

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

(a) Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations. **Policy must include Abuse and Molestation coverage.**

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

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

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

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

(f) Cyber and Privacy Insurance with limits of not less than \$1,000,000 per claim. Such insurance shall include coverage for liability arising from theft, dissemination, and/or use of confidential information, including but not limited to, bank and credit card account information or personal information, such as name, address, social security numbers, protected health information or other personally identifying information, stored or transmitted in any form.

(g) 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.

(c) The Commercial Automobile Liability Insurance policy must be endorsed to include (i) Auto Pollution Additional Insured Endorsement naming as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees; and (ii) Form MCS-90 for Motor Carrier Policies of Insurance for Public Liability under Sections 29 and 30 of the Motor Carrier Act of 1980.

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.

2.3 Indemnification.

5.1.1 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.

5.1.2 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.

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

2.5 California Attorney General's Registry of Charitable Trusts. *The following section is hereby added and incorporated in Article 11 of the Agreement:*

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

2.6 Appendices A-1 through A-5. Appendices A-1 through A-5 are hereby replaced in its entirety by Appendices A-1 through A-5 (for FY22-23), attached to this Amendment and fully incorporated within the Agreement.

2.7 Appendix B. Appendix B is hereby replaced in its entirety by Appendix B (For 4/1/23), attached to this Amendment and fully incorporated within the Agreement.

2.8 Appendices B-1 through B-5. Appendices B-1 through B-5 are hereby replaced in its entirety by Appendices B-1 through B-5 (for FY22-23), attached to this Amendment and fully incorporated within the Agreement.

2.9 Appendix D. Appendix D, is hereby replaced in its entirety by Appendix D, dated 7-2021, attached to this Amendment and fully incorporated within the Agreement.

2.10 Appendix E. Appendix E, is hereby replaced in its entirety by Appendix E, dated 8/3/22, attached to this Amendment and fully incorporated within the Agreement.

2.11 Appendix F. Appendix F, is hereby replaced in its entirety by Appendix F, dated 4/1/23, attached to this Amendment and fully incorporated within the Agreement.

Article 3 Effective Date

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

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.

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

CITY

Recommended by:

CONTRACTOR

Bayview Hunters Point Foundation

DocuSigned by:
Grant Collfax
Grant Collfax, MD
Director of Health
Department of Public Health

6/27/2023 | 11:32 AM PDT

date

James Bouquin
James Bouquin
Executive Director

4.6.23

date

Approved as to Form:

City Supplier number: 0000024522

David Chiu
City Attorney

DocuSigned by:
Henry Lifton
By: Henry Lifton
Deputy City Attorney

6/24/2023 | 2:03 PM PDT

date

Approved:

Sailaja Kurella
Director of the Office of Contract
Administration and Purchaser

DocuSigned by:
Sailaja Kurella
By: Sailaja Kurella

6/20/2023 | 8:00 PM PDT

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

Appendix A- 1

FY22-23

1. Identifiers:

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

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

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

Program Director: Pamela Gilmore
Telephone: 415- 822-7500x13
Email Address: pamela.gilmore@bayviewci.org
Program Code(s): 3851-3

2. Nature of Document:

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

3. Goal Statement:

To provide mental health services for the purpose of increasing stability, self-sufficiency, and success in community living.

4. Priority Population:

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

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

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

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

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

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Based on the ongoing public health crisis due to COVID-19, both face to face and telehealth services will be made available to clients for all offered services.

6. Methodology:

A. Outreach, recruitment, promotion, and advertisement

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

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

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

C. Service delivery model

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

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

Treatment will be administered using the following modalities:

- Assessment
- Individual Therapy
- Group Therapy
- Collateral services
- Targeted case management
- Medication support services
- Crisis intervention

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-Case management

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

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

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

D. Discharge Planning and exit criteria and process

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

E. Program staffing

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

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

F. Objectives and Measurements:

All objectives, and descriptions of how objectives will be measured, are contained in the BHS document entitled Adult and Older Adult Performance objectives FY 22-23.

G. Continuous Quality Improvement:

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

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described in the Administrative Binder in ensuring compliance in all aspects of direct services to clients, program service models, and program operations.

A. Achievement of contract performance objectives and productivity

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

B. Quality of documentation

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

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

C. Cultural Competency

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

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

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D. Client Satisfaction

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

E. Timely completion and use of outcome data

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

H. Required Language: N/A

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

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Contractor Name : Bayview Hunter Point Foundation
Program Name: School-based Centers Balboa

Appendix A-2
FY 22-23

1. Identifiers:

Program Name: School-based Centers Balboa
Program Address: 1000 Cayuga Avenue Room 156
City, State, ZIP: San Francisco CA 94112
Telephone: 415.469.4512 FAX: 415.337.2135
Website Address: <https://www.sfhealthnetwork.org/primary-care-3/community-health-programs-for-youth-chpy/>

Contractor Address: 5815 3rd Street
City, State, ZIP: San Francisco, CA 94124
Person Completing this Narrative: Pamela Gilmore, CMO
Telephone: ((415) 468-5100
Email Address: pamela.gilmore@bayviewci.org

Program Code(s): RU 38518

2. Nature of Document:

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

3. Goal Statement:

To provide prevention and early intervention behavioral health services including (1) prevention activities that address stigma, and increase awareness of and access to services, (2) screening, assessment, short-term crisis intervention, and individual/group counseling services to students and their families
Services will integrate completely into the student support efforts at the High School provided through the SFUSD school faculty and Wellness Center staff.

4. Priority Population:

- Age: Youth ages 11-19
- Gender: Female, Male, Gender Non-Binary, and Transgender.
- Economic Status: Predominantly youth from low income families and foster care, including many youth whose families are on some form of General Assistance
- Ethnic background and language needs: Latino, Asian, Pacific Islander, African American, Filipino, White, and Mixed Race; Includes a significant number of youth whose families are recent newcomers to the United States
- Languages: English, Spanish, Chinese, and other; some interpretation services available
- Zip codes primarily served: 94112, 94134, 94131, 94124, 94127, and 94110.

Contractor Name : Bayview Hunter Point Foundation
Program Name: School-based Centers Balboa

Appendix A-2
FY 22-23

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

Units of Service (UOS) Description	Units of Service (UOS)	Number of Clients (NOC)	Unduplicated Clients (UDC)
Mental Health Promotion hour 1.5 FTE x 40 hours/week x 40 weeks x .3145 level of effort %	733	1200	
Community Client Services 1.5 FTE x 40 hours/week x 40 weeks x .4333 level of effort %	1040	155	
Total UOS Delivered	1743		
Total UDC Served			1200

Prevention Services and Strategies:

Youth N= 1160

Adult N= 40

Total UOS = 733

Units of Service (UOS) Description	Units of Service	Number of Clients	Unduplicated Clients (UDC)
Leadership Development	140	20	
Outreach and Engagement	128	1200	
Screening and Assessment	215	215	
Crisis Intervention	50	20	
Training and Coaching	100	10	
Mental Health Consultation	100	125	
Individual Therapeutic Services	860	105	
Group Therapeutic Services	180	50	
Total UOS Delivered	1735		
Total UDC Served			1200

Leadership Development (MHSA Activity Category)

(1) Youth Outreach Workers): The behavioral health lead will partner with BTHC staff health educators and the SFUSD Balboa Wellness Center's Community Health Outreach Worker (CHOW) to: (1) train 4-10

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Contractor Name : Bayview Hunter Point Foundation**Program Name:** School-based Centers Balboa**Appendix A-2**

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peer advocates/educators from amongst the Balboa High School students to become Youth Outreach Workers, and (2) will work in tandem with the YOWs, providing oversight to develop education and outreach materials and content.

Presentations developed will, (a) address the issue of stigma related to youth accessing BH services, (b) educate on minor consent and access to services, and (c) present several behavioral health issues common to our target population with support options.

Timeline: July 2022- June 2023: ongoing peer development and training

UOS: 140 hours leadership development - youth training/development

Outreach and Engagement (MHSA Activity Category)

(2) Classroom presentations: BTHC staff will partner with the SFUSD Wellness Center t Balboa to organize and facilitate health education presentations to students, in particular the Balboa 9th grade Health and Life-Skills classes. Topics will include minor consent laws, access to services for youth, anti-stigma messaging as it relates to youth and BH services, healthy relationships, and other relevant topics.

Timeline: August/September 2023: revise classroom presentations as needed

October 2023: Coordinate group trainings with classroom teachers and health educator or YOWs to prepare to implement lessons.

October 2022 – June 2023: implement classroom outreach/lessons

UOS: 60 hours outreach and engagement (20 classes (1.5 hours each) + 1.5 hours preparation for each class)

Parent/ Family/ Community outreach and engagement: With guidance from staff Health Educators and the SFUSD Wellness Center's Community Health Outreach Worker (CHOW), BH staff and the YOW will attend the school's Parent-Teacher-Student Association (PTSA) meetings and develop and provide four annual health presentation at them, inviting students, their parents and other family members, Balboa High School teachers and administrators, and others to attend. These informational presentations will highlight health issues that the YOW feels are relevant, relating to youths' lives (health, vaping, communication, consent, mental health, etc.) and accessing care. They will serve to help parents to understand normal adolescent development, identify issues impacting positive development, and address parental roles in supporting healthy youth. In addition, BTHC/Wellness staff will work with parent liaisons at Balboa High School to inform parents of services available through the Wellness Center and to engage them in outreach activities. This may include staff attendance and presentations at monthly school meetings and utilizing the PTSA newsletter to send out information and elicit feedback on a monthly basis. SFUSD Wellness staff, BTHC staff, and YOW members, will also participate in periodic clinic open houses, during school-wide parent events- inviting families to come and see the clinic and learn about its services. There will be specific events to engage with non-English speaking families, to support these families in utilizing the resources available at BTHC and to break down barriers related to seeking mental health services.

Timeline: September 2022-June 2023:

UOS: 68 hours total (4 45-minute presentations + 16 hours preparation per presentation + 2 clinic open houses at 2 hours each)

Screening and Assessment (MHSA Activity Category)

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(3) Screening: 120 youth

Any student can self-refer for behavioral health services at BTHC. However, students are most often referred for screening and assessment by someone other than themselves including a friend or parent, school faculty, intra-clinic referral, or from another agency or school. Behavioral health staff meets with the student to screen (identify issues) and assess (determine level of need for intervention). During the assessment phase, staff also determines whether the client meets criteria for minor consent or requires parental consent to continue to treatment phase.

When indicated, parents and/or other family members may be requested to participate in services with their child. In these cases, the family will be asked to come in for an assessment visit which may lead to an agreement for time limited treatment.

Timeline: July 2022 – June 2023, services are ongoing

UOS: 120 hours screening (120 youth/families X average 60 minute screening)

Assessment: 95 youth will be assessed for services

Timeline: services are ongoing July 2022 – June 2023

UOS: 95 hours assessment services (95 youth X one hour)

Crisis Response (MHSA Activity Category)

(4) Crisis intervention: will be provided as needed; this may include both individual and group services. Crisis intervention may include de-escalation, suicide risk assessments, or safety planning.

Timeline: services are ongoing August 2022 – June 2023

UOS: 50 hours crisis intervention (20 youth X 2.5 hour's average time spent/client)

Training and Coaching (MHSA Activity Category)

(5) BTHC Behavioral Health Staff will participate in weekly case-conference reviews, which will include all behavioral health clinicians at BTHC, any graduate student interns working with the program, program Health Educators, and SFUSD Wellness Center staff. BTHC BH staff will also participate in monthly All DPH division-wide (Primary Care, Community Health Programs for Youth) Conference/Consulting Groups which will include mental health providers from all CHPY sites and focus partially on potential opportunities for integration of services across CHPY sites.

In addition, key staff will participate in Behavioral Health seminars and conferences throughout the year.

Timeline: July 2022 – June 2023: weekly and monthly consultation groups

UOS: 100 hours training and coaching (40 weekly BTHC team meetings + 10 monthly CHPY team meetings at an average of 2 hours per meeting + time for additional staff trainings)

Mental Health Consultation (MHSA Activity Category)

(6) Staff Consultation: these services included BTHC staff participation in school-based meetings such as Coordinated Care Teams (CCT), IEP meetings, (Individualized Education Plans), meetings with the SFUSD School Psychologists, Special Education Department, and Balboa staff meetings. Staff will also

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work with individual teachers or other agency staff on behalf of client/family needs. Staff will attend a minimum of 40 school-based meetings and consult with a minimum of 50 adults.

Timeline: September 2022 – June 2023: services are ongoing

UOS: 50 hours group consultation (25 meetings X 2 hours each)

UOS: 50 hours individual consultation (100 individual consults X 30 minutes average)

Early Intervention Services and Strategies

Youth N= 155 (105 individual, 50 group with duplication)

+ Family members/Other Adults as indicated

UOS = 1040

Individual Therapeutic Services (MHSA Activity Category)

(7) Brief individual/family therapy: utilizing interventions such as motivational interviewing, CBT, Problem Solving Therapy, and Mindfulness, a minimum of 100 youth will access individual and family services

Timeline: July 2022 – June 2023: services are ongoing

UOS: 860 hours individual therapy/counseling (105 youth/families x average 6-8 one hour sessions plus average 2 hour charting time per youth – includes youth already screened/assessed from prior year)

Group Therapeutic Services (MHSA Activity Category)

(8) Groups: High School/ Various: This year BTHC will offer a minimum of 3 group series to meet student needs as determined by student feedback, BHS faculty and staff input, and clinic capacity.

Timeline: July 2022 – June 2023: services are ongoing

UOS: 180 hours (60 groups x 3 hours group/prep/charting)

6. Methodology:

- A. The services of Balboa Teen Health Center are targeted to youth that live and/or go to school in the Southeast Sector of San Francisco, particularly the students of Balboa High School. In order to promote services and recruit participants, BTHC maintains an active role in school events in the central quad. BTHC staff works closely alongside SFUSD Wellness Center staff – working in tandem with the assigned Wellness Coordinator and Community Health Outreach Worker (CHOW) to reach student community members, provide them with health education, and make them aware of services they can access at the clinic.

Additionally, as a component of the Comprehensive Sexual Health Education conducted by BTHC health educators annually with all Balboa HS freshmen, students are given tours of the clinic which include a description of the services available and a Q and A session with Clinic staff. The Balboa Teen Health Center also has Youth Outreach Workers, overseen by SFUSD Wellness Center staff. YOWs are comprised annually of 4+ students from Balboa High School and provide classroom

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interventions in collaboration with BTHC health educators, presenting on issues including minor consent and mental health counseling.

B.

Intake criteria for individual and group services: services are available to any SFUSD student ages 12-19; whether students are self-referred or referred by someone else, all are screened and assessed, and for those youth who consent to services, goals are developed by mutual agreement between client and counselor.

C. BTHC is open Monday, Tuesday, Thursday, and Friday between the hours of 8:30 am and 5:00 pm, and on Wednesdays from 8:00am to 1:00pm (to allow for administrative time and meetings on Wednesday afternoons). In addition, BH services may be offered later in the evening to accommodate family involvement if needed. Direct services are provided in clinic, in classrooms, and in some instances in the community. Outreach and engagement services are provided through use of social media (BalTV, school loop, web-based, etc) and through outreach events (PTSA meeting presentations, classroom presentations, etc.).

BTHC has made considerable efforts to develop a truly multidisciplinary team that provides a seamless, comprehensive system of care for clients which includes:

- Warm handoffs between disciplines including utilizing a behaviorist model in primary care, which tends to work equally as well with health education.
- Use of weekly all-staff client review so that medical, behavioral and education staff can all contribute to treatment plans, and share information to support client success.
- Close working relationships with Balboa High School faculty and Administration (the most significant referral source for BTHC's programs)
- Single point of intake- whichever discipline students' access first completes the preliminary steps for intake (i. e. consents signed, HIPAA signed, psychosocial history completed, etc.) so that this process does not need to be repeated if a client accesses several services.
- Linkages: Collaborative relationships are in place to provide additional services for specific populations including:
 - Huckleberry Youth Programs, Larkin Street Youth Services, 3rd Street Youth Center and Clinic, LYRIC -access to supportive services and housing for youth through CHPY partner agencies
 - Cole Street Youth Clinic, Burton Wellness Center, Willie Brown Wellness Center, Larkin Street Youth Clinic, Dimensions Clinic, 3rd Street Youth Clinic, New Generation Health Center- access to additional healthcare services for different youth populations through CHPY network clinics.

D. Youth will show readiness for discharge by successfully completing treatment plan goals which may include (1) successful strategies for dealing with stress and mental health issues in the family or with peers (if identified), (2) increased school attendance, participation (3) reduced risky sexual behaviors and increased safer sex practices for those youth who identify, and (4) improved health habits as compared to baseline measures particularly related to nutrition, sleep, exercise, and mood. Successful completion may also be tied to youth's ability to follow through and engage in other services they are referred to support and maintain positive life changes

E. BTHC Behavioral Health Services staff includes 3 full time mental health/substance abuse counselors (therapists), up to 2 graduate interns, and 1 full time Health Educator and Outreach worker. Outreach

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and Engagement and Leadership Development activities are conducted by all BH Services staff. Crisis Intervention and Screening and Assessment are provided by staff Therapists and Graduate Interns. Training and Coaching are conducted with the participation of all staff. Mental Health Consultation is provided by staff Therapists and secondarily by Graduate interns. Individual and Group Therapeutic services are provided by staff and Therapists and Graduate Interns. In addition to MHSA funding, this program receives support SFDPH General Funds and from SFUSD General Funds; MHSA does not support health education staff or any SFUSD Wellness Center staff; MHSA funding provides support for therapist position staffing.

7.

Objectives and Measurements:

1. Standardized Objectives:

All objectives and descriptions of how objectives will be measured, are contained in the Fiscal Intermediary/Program Management document entitled: Fiscal Intermediary Performance Objectives FY22-23.

3. Objectives for the Supported Program(s):

Screening & Assessment

Process Objective C2. By June 30, 2023, the Balboa Teen Health Center MHSA staff will administer at least (25) mental health/behavioral health screenings/assessments with Balboa High School students, which will be documented in the DPH Primary Care EHR, Epic.

Outcome Objective C3. By June 30, 2023, of the (25) Balboa High School students who received mental health/behavioral health screenings/assessments, at least (10) students will be referred for ongoing mental/behavioral health supports and services.

Service Linkage

Process Objective C7. By June 30, 2023, (10) Balboa Teen Health Center clients will receive a service linkage (e.g. mental/behavioral health support) to resources, which will be evidenced by notes in the Balboa High School students' charts.

8. Continuous Quality Improvement:

1. All objectives, and descriptions of how objectives will be measured, are contained in the BHS document entitled Children, Youth and Families Performance Objectives FY 19-20
2. As a DPH managed program within the Primary Care division, Community Health Programs for Youth (CHPY), BTHC has transitioned to using the Epic Electronic Health Record. We have participated in the development and perfection of both standardized and specific work-flows for Behavioral Health services for Adolescent and Transitional Aged Youth within Epic. These work-flows will ensure a standardization in documentation practices, adherence, compliance, and quality. CHPY Behavioral Health leadership will perform documentation audits on all CHPY assigned behavioral health clinicians twice annually.

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3. BTHC adheres to DPH and SFUSD mandated requirements for cultural competency, including but not limited to making multilingual signage and forms available to clients, ensuring that health education, and promotion materials are reflective of our ethnically diverse client population, and ensuring that planned outreach events and programming are reflective of and responsive to this diversity as well. In FY 2019-20, as part of the monthly CHPY All Staff meetings series, therapists and health educators at BTHC, as well as the medical and auxiliary staff they work alongside, will participate in cultural competency focused trainings and exercises. Clinicians, providers, and CHPY leadership will also attend a series of equity focused trainings throughout the year, designed to highlight efforts and methodology to overcome and be conscious of health disparities in San Francisco.
4. In FY 21-22 BTHC plans to implement a client satisfaction survey to all behavioral health clients, as a tool for tracking client satisfaction and identifying service delivery issues that need to be addressed. This survey will be administered throughout the year on an ongoing basis and results will be tabulated on a quarterly basis, allowing BTHC behavioral health staff to discern issues and complications as they arise. In addition, BTHC plans to administer a yearly survey to the entire student body at Balboa High School to assess effectiveness of outreach and engagement efforts, and to elicit feedback on the accessibility of BTHC services.
5. Timely completion and use of outcome data, including, but not limited to, CANS and/or ANSA data (Mental Health Programs only) or CalOMS (Substance Use Disorder Treatment Programs only). As a tool for tracking both Behavioral Health indicators and outcomes, BTHC is joining the rest of DPH Primary Care in implementing the Behavioral Health Vital Signs (BHVS) evaluative tool. The BHVS module developed specifically for adolescents includes administering the PHQ-2 and PHQ-9A (when PHQ2 is positive) depression assessments with all incoming clients, and then referring clients scoring 9 or higher to BH services. Thereafter, clients will be reevaluated using the same tool and protocol in order to ensure that interventions were successful

9. Required Language:

N/A

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

N/A

Contractor Name: Bayview Hunters Point Foundation
Program Name: Children Outpatient

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1. Identifiers:

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

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

 Program Director: Pamela Gilmore, Interim Director
 Telephone: 415- 822-7500x13
 Email Address: pamela.gilmore@bayviewci.org
 Program Code(s): 3851-6

2. Nature of Document:

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

3. Goal Statement:

To provide mental health services to young community members and their families that will support healthy development and improve functioning in the home, school, and community.

4. Priority Population:

Youth under the age of 18 years within the SFUSD's Bayview Superintendent Zone and who meet the county's eligibility guidelines and admissions criteria with a primary focus on residents in the Southeast neighborhoods who have been exposed to trauma, familial financial stress, homelessness, and family conflict in addition to mental health issues and sometimes co-occurring substance use/abuse. While Bayview Hunters Point Foundation for Community Improvement welcomes and services all ethnicities and populations from all communities throughout San Francisco, services are also designed to meet the cultural and linguistic needs of the African American and Latino youth population primarily residing in the Southeast sector of Bayview Hunters Point and Sunnydale communities of San Francisco.

The program also has positions funded through the ERMHS service specifically to provide school-based therapy services to students across the SFUSD. BVHPFCI makes every effort to serve all San Franciscans in need. Where a particular program is not the best fit, staff will make an appropriate referral, either internally or to a co-service provider in San Francisco.

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

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

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

Based on the ongoing public health crisis due to COVID-19, both face to face and telehealth services will be made available to clients for all offered services. Now that in person instruction has resumed for SFUSD, school-based services are be provided as well when meetings can be accommodated in COVID safety compliant rooms.

6. Methodology:

A. Outreach, recruitment, promotion, and advertisement

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

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

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

C. Service delivery model

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

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

Treatment will be administered using the following modalities:

- Assessment
- Individual Therapy

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

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

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

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

D. Discharge Planning and exit criteria and process

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

E. Program staffing

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

The BVHPFCI IBHS is currently fully staffed but due to ongoing growth and in anticipation of possible turnover, the agency is focused on ongoing staff recruitment through maintaining connections with local alumni organizations and training programs. Due to the pandemic, the program was not able to restart its training program during FY 22-23, but we are hoping to re-start the practicum training program in the next year to bring more developing professionals into the community mental health field.

F. Objectives and Measurements:

All objectives, and descriptions of how objectives will be measured, are contained in the BHS document entitled Children, Youth and Families Performance objectives FY 22-23.

G. Continuous Quality Improvement:

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

A. Achievement of contract performance objectives and productivity

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

B. Quality of documentation

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

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

C. Cultural Competency

The Bayview Hunters Point Foundation for Community Improvement recognizes the importance of culture in the design and offering of services, and makes every effort to be a responsive, culturally

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

D. Client Satisfaction

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

E. Timely completion and use of outcome data

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

H. Required Language: N/A

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

Contractor Name: Bayview Hunter Point Foundation for Community Improvement (Fiscal Intermediary)

Appendix A- 4

Program Name: Dimensions LGBT Outpatient

FY 22-23

1. Identifiers:

Program Name: Dimensions LGBT Outpatient
 Program Director: Rocio Novoa
 Program Address: 995 Potrero Avenue (1st floor - Ward 81)
 City, State, ZIP: San Francisco CA 94112
 Telephone: (628) 217-6948
 Website Address: <https://dimensionsclinic.com>

Contractor: Bayview Hunters Point Foundation - Fiscal Intermediary
 Contractors Address: 5815 3rd Street
 City, State, ZIP: San Francisco, CA 94134
 Telephone: (415) 468-5100
 Executive Director: James Bouquin
 Website Address: <https://bayviewci.org/>

Program Coordinator: Owen Morse
 Telephone: (628) 217-6919
 Email Address: owen.morse@sfdph.org

Program Code(s): NA

2. Nature of Document:

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

3. Goal Statement

As a Fiscal Intermediary, Bayview Hunters Point Foundation for Community Improvement shall provide one full-time therapist to support a portion of the Behavioral Health activities of Dimensions Clinic for Queer and Transgender Youth. Dimensions Clinic provides primary care and behavioral health services (mental health and substance use counseling). The goal of the contracted staff is to provide group and individual behavioral health counseling to youth, ages 12-25 who identify as lesbian, gay, bisexual, transgender and/or queer (LGBTQ) as well as providing pre-surgical assessments for gender affirming surgeries.

4. Primary Population:

Transitional aged youth (TAY) ages 16-24, and other youth aged 12-25 who identify as lesbian, bisexual, transgender, non-binary, and/or queer (LGBTQ). Dimensions serves primarily Youth of Color from low-income households.

While the Bayview Hunters Point Foundation/Dimensions welcomes and serves all ethnicities and populations, services are designed to meet the cultural and linguistic needs of young people who identify as transgender, non-binary, or queer.

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

As a fiscal intermediary, Bayview Hunters Point Foundation for Community Improvement shall provide all human resources related services for the staff therapist. Bayview Hunters

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Program Name: Dimensions LGBT Outpatient

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Point Foundation for Community Improvement shall work with DPH Community Health Programs for Youth (CHPY) to ensure that fiscal reporting and payments related to the staff are accurate.

Dimensions Clinic provides comprehensive care, including primary care, sexual healthcare, HIV prevention and education, gender care, case management, behavioral health services, and referrals and linkages to other youth services, in the Castro-Mission Health Center as well as greater San Francisco community. The Dimensions Clinic is primarily staffed by the Department of Public Health (DPH). Bayview Hunters Point Foundation for Community Improvement provides one staff to support a portion of Dimensions' behavioral health programming by conducting bio-psycho-social assessments, individual counseling, presurgical-assessments, and resource linkage.

6. Methodology:

Bayview Hunters Point Foundation for Community Improvement staff shall provide behavioral health counseling in appropriate settings in order to engage Dimensions' clients, help them learn coping mechanisms and self-sufficiency, and connect them to other community services. Services take place remotely and at the following sites: Castro Mission Health Center/ Dimensions and Lavender Youth and Recreation Center (LYRIC).

7. Outcome Objectives and Measurements

Bayview Hunters Point Foundation for Community Improvement staff shall provide individual short-term counseling to over 40 youth in FY 2022-23.

35 or more of the clients seen by Foundation Staff for individual counseling will return for 3 or more encounters.

20 or more of the Foundation Staff's individual counseling clients will be referred to Dimensions Medical services.

Outcome and process data will be collected by Foundation staff as behavioral health counseling is conducted and will be tracked using Epic, the San Francisco Department of Public Health electronic health record. Tracking will include all encounters recorded to record utilization, psycho-metric tools typically found in primary care settings to display improvements (i.e., Patient Health Questionnaire 9, PHQ-9 and Car, Relax, Alone, Forget, Friends, Trouble- CRAFFT). The data shall be compiled 45 days after the close of each fiscal year by CHPY staff.

8. Continuous Quality Improvement

Bayview Hunters Point Foundation for Community Improvement shall meet with CHPY Clinical Lead to develop Quality Improvement plans, as needed, related to the outreach and engagement portion of the Dimensions Clinic.

9. Required Language:

N/A

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

N/A

Contractor Name: Bayview Hunters Point Foundation for Community Improvement	Appendix A-5
Program Name: Jelani Family Residential Step-Down Program	FY 22-23

1. Identifiers:

Program Name: Jelani Family Residential Step-Down Program
 Program Address: 1638 Kirkwood Street, San Francisco, CA 94124
 Telephone: (415) 814-3254
 Website Address: www.bayviewci.org

Contractors Address: 5815 3rd St., San Francisco, CA 94124
 Executive Director: James Bouquin
 Telephone: (415) 468-5100
james.bouquin@bayviewci.org

Program Director: Jemal Taylor
 Telephone: (415) 814-3254
Jemal.taylor@bayviewci.org

Program Code(s): 3816SD

2. Nature of Document:

☐ Original ☒ Contract Amendment ☐ Request for Program Budget (RPB)

3. Goal Statement:

To provide a long-term safe living space place that is supportive of recovery for residents after completing an inpatient treatment program.

4. Priority Population:

JFRSD is a quaint, homelike fifteen-bed independent living facility located in the Bayview Hunters Point community. JFRSD houses San Francisco's single adults and families (two children up to 12 years old) who are recovering from substance use and have previously completed an inpatient clinical treatment program. JFRSD is monitored 24/7, supports family reconciliation and provides life skills coaching. Life skills coaching equips residents with the necessary tools to navigate community resources to sustain them with living independently long after they leave JFRSD. After JFRSD, residents continue the process of reintegrating back into society as productive, self-determined citizens with skills to support them with managing their lives more effectively. JFRSD residents decrease their chances of relapsing by utilizing JFRSD as a bridge for up to 24 months and not returning to their old neighborhoods, homeless encampments, or other high-risks inhabitable former living places. While JFRSD Program welcomes and serves all ethnicities and populations, services are also designed to meet the cultural and linguistic needs of men, women and families in the African American and Latinx

Contractor Name: Bayview Hunters Point Foundation for Community Improvement	Appendix A-5
Program Name: Jelani Family Residential Step-Down Program	FY 22-23

communities residing in District 10 (Southeast Sector of San Francisco - Bayview Hunters Point, Sunnyside, Potrero Hill) At-risk populations are prioritized within all groups.

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

See Appendix B CRDC page

6. Methodology:

Jelani Family Residential Step-Down is supportive of recovery for clients who are transitioning from a more restrictive residential treatment to a less restrictive, longer term residential facility in the community. JFRSD provides a temporary, drug and alcohol free environment to residents that are actively engaged in outpatient treatment for medically necessary SUD provided to the client off-site.

The JFRSD services are available to beneficiaries who are stepping down from inpatient/residential substance use disorder treatment. Residents must be concurrently in treatment, specifically in outpatient (OP), intensive outpatient (IOP), Opioid Treatment Program (OTP), or Outpatient (aka: Ambulatory) Withdrawal Management (OP-WM) settings.

JFRSD is a sub-acute, short-termed, residential facility that provides support and access to outpatient treatment in a 24-hour staffed, open home-like environment. The program is not clinical in nature and as such life skills coaching and 24/7 monitoring are the primary direct services. Jelani Family will provide assistance in building life skills (e.g. resume and scheduling assistance, time management practices) and will also maintain a calendar of external service opportunities available to residents.

JFRSD Program focus is on providing housing to those who match the outlined criteria. The program offers storage for food and personal items but does not provide these and other necessities except upon initial admittance into the program.

The main function of life skills services is to facilitate connections to outside providers. Each client is responsible for making and maintaining these service relationships on their way toward complete independence. When appropriate, the life skills coach may make the residential facility available to external programs.

Indirect services include outpatient services but shall not be limited to Clinical treatment

Contractor Name: Bayview Hunters Point Foundation for Community Improvement	Appendix A-5
Program Name: Jelani Family Residential Step-Down Program	FY 22-23

- Support groups
- Employment counseling
- Family counseling
- Financial assistance
- Transportation
- Education

7. Objectives and Measurements:

All objectives, and descriptions of how objectives will be measured, are contained in the document entitled Adult and Older Adult Performance Objectives FY 22-23.

8. Continuous Quality Improvement (CQI):

The Bayview Hunters Point Jelani Family Program CQI activities are designed to enhance, improve and monitor quality of services.

A. The Program will identify areas of improvement through chart reviews and case conferences which are conducted on a quarterly basis. Avatar reports will be reviewed and reconciled on a monthly basis by the Intake & Billing Staff. Participants in the case conference meetings include the Program Director, Life Skills Coach (LSC) and Monitors. The LSC and monitors receives monthly supervision from the Program Director where they are advised on resident status as to meeting their stated goals of obtaining permanent housing, employment and the means to establish financial stability and remain clean and sober.

To ensure continuous monitoring, a list of contract performance objectives is provided to all staff. Outcomes are reviewed, analyzed and reconciled for accuracy with the Avatar reports. An annual performance assessment and improvement plan is used to track outcomes of mandatory objectives and reviewed on a quarterly basis.

B. Our Program monitors documentation quality by reviewing case files through periodic reviews. The review process is conducted based on guidelines set forth by the Department of Public Health (DPH) and Behavior Health Services (BHS). To ensure compliance with documentation monthly chart review, the QA representative, House Manager and LSC will discuss with the Program Director for follow-up issues.

All staff participates in annual documentation trainings provided internally and by Behavioral Health Services.

Mandatory staff meetings are also held on a quarterly basis as a venue where staff can discuss administrative and program issues.

Contractor Name: Bayview Hunters Point Foundation for Community Improvement	Appendix A-5
Program Name: Jelani Family Residential Step-Down Program	FY 22-23

C. All program staff participates in an annual Cultural Competency/Law, Ethics and Boundaries Training- geared towards providing an understanding and acceptance of beliefs, values, ethics of others and skills that are necessary to work with and serve diverse populations. Staff also participates in Cultural Competency Trainings sponsored by Department of Public Health (DPH) and Behavior Health Services (BHS). A list of other staff trainings includes Code of Conduct, Corporate Compliance.

D. The agency values residents' opinions and suggestions for program improvements. Residents will be provided an opportunity to express their views through Resident Satisfaction Surveys administered on an annual basis. Changes that improve the efficacy, quality or outcomes of program services will be prioritized for implementation

Required Language:

NA

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

NA

Appendix B

Calculation of Charges

1. Method of Payment

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

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

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

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

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

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

B. Final Closing Invoice

(1) Fee For Service Reimbursement:

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

(2) Cost Reimbursement:

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

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

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

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

2. Program Budgets and Final Invoice

A. Program are listed below:

- B-1: Adult Behavioral Health
- B-2: School-Based Centers (Balboa) – ends on 6/30/23
- B-3: Children Outpatient
- B-4: Dimensions LGBT – ends on 6/30/23 Outpatient
- B-5: Jelani Family Program

B. Compensation

Compensation shall be made in monthly payments on or before the 30th day after the DIRECTOR, in his or her sole discretion, has approved the invoice submitted by CONTRACTOR. The breakdown of costs and sources of revenue associated with this Agreement appears in Appendix B, Cost Reporting/Data Collection (CR/DC) and Program Budget, attached hereto and incorporated by reference as though fully set forth herein. The maximum dollar obligation of the CITY under the terms of this Agreement shall not exceed Sixteen Million Three Hundred Thousand Dollars (\$16,300,000) for the period of July 1, 2017 through June 30, 2024.

CONTRACTOR understands that, of this maximum dollar obligation, \$361,487 is included as a contingency amount and is neither to be used in Appendix B, Budget, or available to CONTRACTOR without a modification to this Agreement executed in the same manner as this Agreement or a revision to Appendix B, Budget, which has been approved by the Director of Health. CONTRACTOR further understands that no payment of any portion of this contingency amount will be made unless and until such modification or budget revision has been fully approved and executed in accordance with applicable CITY and Department of Public Health laws, regulations and policies/procedures and certification as to the availability of funds by the Controller. CONTRACTOR agrees to fully comply with these laws, regulations, and policies/procedures.

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

(2) CONTRACTOR understands that, of the maximum dollar obligation stated above, the total amount to be used in Appendix B, Budget and available to CONTRACTOR for the entire term of the contract is as follows, notwithstanding that for each fiscal year, the amount to be used in Appendix B, Budget and available to CONTRACTOR for that fiscal year shall conform with the Appendix A, Description of Services, and a Appendix B, Program Budget and Cost Reporting Data Collection form, as approved by the CITY's Department of Public Health based on the CITY's allocation of funding for SERVICES for that fiscal year.

Contract Term	Estimated Funding Allocation
7/1/18-6/30/19	\$1,214,293
7/1/19-6/30/20	\$2,031,313
7/1/20-6/30/21	\$2,346,299
FY20-21 MCO and CODB 1x via DV	\$77,638
7/1/21-6/30/22	\$3,286,320
7/1/22-6/30/23	\$3,713,888
7/1/23-6/30/24	\$3,268,762
	<u>\$15,938,513</u>
contingency	<u>\$361,487</u>
Total	\$16,300,000

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

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

BVHP Methadone
Appendix B
Amend #3

withhold payment to CONTRACTOR in any instance in which CONTRACTOR has failed or refused to satisfy any material obligation provided for under this Agreement.

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

DHCS Legal Entity Number 00341						Appendix B, Page 1	
Legal Entity Name/Contractor Name Bayview Hunters Point Foundation						Fiscal Year 2022-2023	
Contract ID Number 1000011308						Funding Notification Date 12/13/22	
Appendix Number	B-1	B-2	B-3	B-4	B-5	FN#3	
Provider Number	3851	3851	3851	3851	389036		
Program Name	Adult Behavioral Health	School-based Centers (Balboa)	Children Outpatient	Dimensions LGBT Outpatient	Jelani Family Program		
Program Code	38513	N/A	38516 & 38171	N/A	3816SD		
Funding Term	07/01/22-06/30/23	07/01/22-06/30/23	07/01/22-06/30/23	07/01/22-06/30/23	07/01/22-06/30/23		
FUNDING USES							TOTAL
Salaries	\$ 636,890	\$ 203,000	\$ 586,200	\$ 90,000	\$ 421,631		\$ 1,937,721
Employee Benefits	\$ 184,697	\$ 56,840	\$ 169,998	\$ 27,000	\$ 118,057		\$ 556,592
Subtotal Salaries & Employee Benefits	\$ 821,587	\$ 259,840	\$ 756,198	\$ 117,000	\$ 539,688	\$ -	\$ 2,494,313
Operating Expenses	\$ 357,863	\$ 15,230	\$ 214,628	\$ 34,730	\$ 43,116		\$ 665,567
Subtotal Direct Expenses	\$ 1,179,450	\$ 275,070	\$ 970,826	\$ 151,730	\$ 582,804	\$ -	\$ 3,159,880
Indirect Expenses	\$ 176,916	\$ 41,260	\$ 145,623	\$ 22,760	\$ 87,421		\$ 473,980
Indirect %	15.0%	15.0%	15.0%	15.0%	15.0%	0.0%	15.0%
TOTAL FUNDING USES	\$ 1,356,366	\$ 316,330	\$ 1,116,449	\$ 174,490	\$ 670,225	\$ -	\$ 3,633,860
						Employee Benefits Rate	28.7%
BHS MENTAL HEALTH FUNDING SOURCES							
MH Adult Fed SDMC FFP (50%)	\$ 470,922						\$ 470,922
MH Adult State 1991 MH Realignment	\$ 154,812						\$ 154,812
MH Adult County General Fund	\$ 730,632						\$ 730,632
MH MHSA (PEI)		\$ 316,330					\$ 316,330
MH CYF Fed SDMC FFP (50%)			\$ 272,761				\$ 272,761
MH CYF Fed SDMC FFP (50%) ERMHS			\$ 150,000				
MH CYF State 2011 PSR-EPST			\$ 150,485				\$ 150,485
MH CYF State 2011 PSR-EPST ERMHS			\$ 150,000				\$ 150,000
MH CYF County Local Match			\$ 100,000				\$ 100,000
MH CYF County General Fund			\$ 293,203		\$ -		\$ 293,203
MH WO DCYF Dimensions Clinic				\$ 174,490			\$ 174,490
MH CYF County GF WO CODB			\$ -	\$ -	\$ -		\$ -
MH Grant SAMHSA Adult SOC, CFDA 93.958					\$ -		\$ -
TOTAL BHS MENTAL HEALTH FUNDING SOURCES	\$ 1,356,366	\$ 316,330	\$ 1,116,449	\$ 174,490	\$ -	\$ -	\$ 2,963,635
BHS SUD FUNDING SOURCES							
SUD Fed SABG Discretionary, CFDA 93.959					\$ 593,926		\$ 593,926
SUD County General Fund					\$ 76,299		\$ 76,299
TOTAL BHS SUD FUNDING SOURCES	\$ -	\$ -	\$ -	\$ -	\$ 670,225	\$ -	\$ 670,225
OTHER DPH FUNDING SOURCES							
FY20-21 3% General Fund CODB (paid through DV in FY20-21)		\$ -	-				\$ -
FY21-22 3% General Fund CODB	\$ -	\$ -	-				\$ -
							\$ -
TOTAL OTHER DPH FUNDING SOURCES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL DPH FUNDING SOURCES	\$ 1,356,366	\$ 316,330	\$ 1,116,449	\$ 174,490	\$ 670,225	\$ -	\$ 3,633,860
NON-DPH FUNDING SOURCES							
							\$ -
							\$ -
TOTAL NON-DPH FUNDING SOURCES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL FUNDING SOURCES (DPH AND NON-DPH)	\$ 1,356,366	\$ 316,330	\$ 1,116,449	\$ 174,490	\$ 670,225	\$ -	\$ 3,633,860
Prepared By John Wong				Phone Number			

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

DHCS Legal Entity Number 00341						Appendix Number		B-1
Provider Name Bayview Hunters Point Foundation						Page Number		2
Provider Number 3851						Fiscal Year		2022-2023
Contract ID Number 1000011308						Funding Notification Date		12/13/22
Program Name		Adult Behavioral Health						
Program Code		38513	38513	38513	38513	38513		
Mode/SFC (MH) or Modality (SUD)		15/10-57, 59	15/60-69	15/70-79	15/01-09	45/20-29		
Service Description		OP-MH Svcs	OP-Medication Support	OP-Crisis Intervention	OP-Case Mgt Brokerage	OS-Cmmty Client Svcs		
Funding Term (mm/dd/yy-mm/dd/yy):		07/01/22-06/30/23	07/01/22-06/30/23	07/01/22-06/30/23	07/01/22-06/30/23	07/01/22-06/30/23		
FUNDING USES								TOTAL
Salaries & Employee Benefits		\$ 573,387	\$ 149,533	\$ 1,751	\$ 37,174	\$ 59,742	\$ -	\$ 821,587
Operating Expenses		\$ 249,753	\$ 65,133	\$ 763	\$ 16,192	\$ 26,022	\$ -	\$ 357,863
Capital Expenses								\$ -
Subtotal Direct Expenses		\$ 823,141	\$ 214,666	\$ 2,514	\$ 53,366	\$ 85,763	-	\$ 1,179,449
Indirect Expenses		\$ 123,471	\$ 32,199	\$ 377	\$ 8,005	\$ 12,864	-	\$ 176,916
Indirect %		\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	0.0%	15.0%
TOTAL FUNDING USES		\$ 946,612	\$ 246,865	\$ 2,891	\$ 61,371	\$ 98,628	\$ -	\$ 1,356,366
BHS MENTAL HEALTH FUNDING SOURCES		Dept-Auth-Proj-Activity						
MH Adult Fed SDMC FFP (50%)	251984-10000-10001792-0001	\$ 363,191	\$ 85,480	\$ 1,001	\$ 21,250	\$ -	\$ -	\$ 470,922
MH Adult State 1991 MH Realignment	251984-10000-10001792-0001	\$ 80,384	\$ 28,101	\$ 329	\$ 6,986	\$ 39,012	\$ -	\$ 154,812
MH Adult County General Fund	251984-10000-10001792-0001	\$ 503,037	\$ 133,284	\$ 1,561	\$ 33,135	\$ 59,616	\$ -	\$ 730,632
MH Adult County GF WO CODB	251984-10000-10001792-0001	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
This row left blank for funding sources not in drop-down list								\$ -
TOTAL BHS MENTAL HEALTH FUNDING SOURCES		\$ 946,612	\$ 246,865	\$ 2,891	\$ 61,371	\$ 98,628	\$ -	\$ 1,356,366
BHS SUD FUNDING SOURCES		Dept-Auth-Proj-Activity						
OTHER DPH FUNDING SOURCES		Dept-Auth-Proj-Activity						
FY20-21 3% General Fund CODB (paid through DV in FY20-21)		\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
FY21-22 3% General Fund CODB								\$ -
TOTAL OTHER DPH FUNDING SOURCES		\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
TOTAL DPH FUNDING SOURCES		\$ 946,612	\$ 246,865	\$ 2,891	\$ 61,371	\$ 98,628	\$ -	\$ 1,356,366
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)		\$ 946,612	\$ 246,865	\$ 2,891	\$ 61,371	\$ 98,628	-	\$ 1,356,366
BHS UNITS OF SERVICE AND UNIT COST								
Payment Method		Cost Reimbursement (CR)	Cost Reimbursement (CR)	Cost Reimbursement (CR)	Cost Reimbursement (CR)	Cost Reimbursement (CR)	Fee-For-Service (FFS)	
DPH Units of Service		122,618	18,300	387	12,299	370		
Unit Type		Staff Minute	Staff Minute	Staff Minute	Staff Minute	Staff Hour	0	
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only)		\$ 7.72	\$ 13.49	\$ 7.47	\$ 4.99	\$ 266.56	\$ -	
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)		\$ 7.72	\$ 13.49	\$ 7.47	\$ 4.99	\$ 266.56	\$ -	
Published Rate (Medi-Cal Providers Only)		\$ 4.90	\$ 7.00	\$ 6.80	\$ 3.90	\$ 188.00	\$ -	Total UDC
Unduplicated Clients (UDC)		275	Included	Included	Included	Included	Included	275

Appendix B - DPH 3: Salaries & Employee Benefits Detail**Contract ID Number** 1000011308Program Name Adult Behavioral HealthProgram Code 38513Appendix Number B-1Page Number 3Fiscal Year 2022-2023Funding Notification Date 12/13/22

	TOTAL		251984-10000-10001792-0001 - Mode 15		251984-10000-10001792-0001 - Mode 45		Dept-Auth-Proj-Activity	
Funding Term	07/01/22-06/30/23		07/01/22-06/30/23		07/01/22-06/30/23		(mm/dd/yy-mm/dd/yy):	
Position Title	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries
Director of Behavioral Health	0.34	\$ 44,200	0.32	40,986	0.02	3,214		
Clinical Supervisor	0.13	\$ 14,740	0.12	13,668	0.01	1,072		
Administrative Manager	0.50	\$ 35,000	0.46	32,455	0.04	2,545		
Medical Records Technician/Billing Clerk	0.50	\$ 27,500	0.46	25,500	0.04	2,000		
Licensed Therapist	1.00	\$ 105,000	0.93	97,365	0.07	7,635		
Masters-Level Clinician	1.00	\$ 90,000	0.93	83,456	0.07	6,544		
Masters-Level Clinician	0.50	\$ 45,000	0.46	41,728	0.04	3,272		
Masters-Level Clinician	0.50	\$ 45,000	0.46	41,728	0.04	3,272		
Nurse Practitioner	0.20	\$ 30,000	0.19	27,819	0.01	2,181		
Clinical Case Manager	0.33	\$ 21,450	0.31	19,890	0.02	1,560		
Medical Director/Psychiatrist	0.50	\$ 150,000	0.46	139,093	0.04	10,907		
Reception	0.50	\$ 29,000	0.46	26,891	0.04	2,109		
		\$ -		-		-		
Totals:	6.00	\$ 636,890	\$ 6	\$ 590,579	\$ 0	\$ 46,311	0.00	\$ -
Employee Benefits:	29%	\$ 184,697	29%	\$ 171,266.81	29%	\$ 13,430	0.00%	
TOTAL SALARIES & BENEFITS		\$ 821,587		\$ 761,845		\$ 59,742		\$ -

Appendix B - DPH 4: Operating Expenses Detail

Contract ID Number 1000011308

Program Name Adult Behavioral Health

Program Code 38513

Appendix Number B-1

Page Number 4

Fiscal Year 2022-2023

Funding Notification Date 12/13/22

Expense Categories & Line Items	TOTAL	251984-10000-10001792-0001 - Mode 15	251984-10000-10001792-0001 - Mode 45	Dept-Auth-Proj-Activity
Funding Term	07/01/22-06/30/23	07/01/22-06/30/23	07/01/22-06/30/23	(mm/dd/yy-mm/dd/yy):
Rent	\$ 48,905	45,349	3,556	
	\$ -	-	-	
Utilities (telephone, electricity, water, gas)	\$ 7,065	6,551	514	
Building Repair/Maintenance	\$ 17,557	16,280	1,277	
Occupancy Total:	\$ 73,527	\$ 68,180	5,347	\$ -
Office Supplies	\$ 12,432	11,528	904	
Photocopying	\$ -	-	-	
Program Supplies	\$ 3,000	2,782	218	
Computer Hardware/Software	\$ 8,300	7,697	604	
Materials & Supplies Total:	\$ 23,732	\$ 22,007	1,725	\$ -
Training/Staff Development	\$ 4,000	3,709	291	
Insurance	\$ 8,279	7,677	602	
Professional License	\$ 1,500	1,391	109	
Permits	\$ -	-	-	
Equipment Lease & Maintenance	\$ 10,000	9,273	727	
General Operating Total:	\$ 23,779	\$ 22,050	1,729	\$ -
Local Travel	\$ 1,825	1,692	133	
	\$ -			
	\$ -			
Staff Travel Total:	\$ 1,825	\$ 1,692	133	\$ -
Pulse Clinical Alliances -Contract Mental Health Professionals August 2022 to June 2023 at \$65 per hour. With an average of 923 hours during the fiscal year (\$65x923) = \$59,995	\$ 60,000	\$ 55,637.03	\$ 4,362.97	
Registry Physician Specialist - Dr. Ruth De Peralta FY 22-23. Hourly rate is \$187. 427.80 hours for FY 22-23 (187x427.80=80,000)	\$ 80,000	\$ 74,182.70	\$ 5,817.30	
Ina Moon MFT - Clinical supervision, consultation and training. 7/1/22 to - 2023. Hourly rate of \$125. With 200 hours during FY 22-23 (200x\$125)=\$25,000	\$ 25,000	\$ 23,182.10	\$ 1,817.90	
LHH Recruitment Solutions - Adecco for term 02/23 to 06/23 Receptionist positions at \$38 to \$50 hourly with 800 hours in FY 22-23 (50x800=\$40,000)	\$ 40,000	\$ 37,091.35	\$ 2,908.65	
Medical Director: Norris Hollie MD. (11/21/22-6/30/23) Administer medical services, plan & supervise treatment. The hourly rate is \$200, with an average of 150 hours provided during the fiscal year. (\$200 x 150) = \$30,000	\$ 30,000	\$ 27,818.51	\$ 2,181.49	
	\$ -			
Consultant/Subcontractor Total:	\$ 235,000	\$ 217,912	\$ 17,088	\$ -
	0	0	0	
Other Total:	\$ -	\$ -	\$ -	\$ -
TOTAL OPERATING EXPENSE	\$ 357,863	\$ 331,841	\$ 26,022	\$ -

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

DHCS Legal Entity Number 00341		Appendix Number B-2	
Provider Name Bayview Hunters Point Foundation		Page Number 6	
Provider Number 3851		Fiscal Year 2022-2023	
Contract ID Number 1000011308		Funding Notification Date 08/19/22	
Program Name School-based Centers (Balboa)			
Program Code N/A			
Mode/SFC (MH) or Modality (SUD) 45/10-19		45/20-29	
Service Description OS-MH Promotion		OS-Cmmty Client Svcs	
Funding Term (mm/dd/yy-mm/dd/yy): 07/01/22-06/30/23		07/01/22-06/30/23	
FUNDING USES		TOTAL	
Salaries & Employee Benefits	\$ 109,133	\$ 150,707	\$ 259,840
Operating Expenses	\$ 6,397	\$ 8,834	\$ 15,230
Subtotal Direct Expenses	\$ 115,530	\$ 159,541	\$ -
Indirect Expenses	\$ 17,329	\$ 23,930	\$ 41,260
Indirect %	15.0%	15.0%	0.0%
TOTAL FUNDING USES	\$ 132,859	\$ 183,471	\$ -
BHS MENTAL HEALTH FUNDING SOURCES	Dept-Auth-Proj-Activity		
MH MHSA (PEI)	251984-17156-10031199-0062	132,859	\$ 183,471
This row left blank for funding sources not in drop-down list			\$ -
TOTAL BHS MENTAL HEALTH FUNDING SOURCES		\$ 132,859	\$ 183,471
BHS SUD FUNDING SOURCES	Dept-Auth-Proj-Activity		
OTHER DPH FUNDING SOURCES	Dept-Auth-Proj-Activity		
FY20-21 3% General Fund CODB (paid through DV in FY20-21)		\$ -	\$ -
FY21-22 3% General Fund CODB		\$ -	\$ -
TOTAL OTHER DPH FUNDING SOURCES		\$ -	\$ -
TOTAL DPH FUNDING SOURCES		\$ 132,859	\$ 183,471
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)		132,859	183,471
BHS UNITS OF SERVICE AND UNIT COST			
Payment Method	Fee-For-Service (FFS)	Fee-For-Service (FFS)	
DPH Units of Service	375	520	
Unit Type	Staff Hour	Staff Hour	0
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only)	\$ 354.29	\$ 352.83	\$ -
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)	\$ 354.29	\$ 352.83	\$ -
Published Rate (Medi-Cal Providers Only)	N/A	N/A	Total UDC
Unduplicated Clients (UDC)	600	Included	600

Appendix B - DPH 3: Salaries & Employee Benefits Detail**Contract ID Number** 1000011308

Program Name School-based Centers (Balboa)

Program Code N/A

Number B-2

Number 7

cal Year 2022-2023

ion Date 12/13/22

	TOTAL		251984-17156- 10031199-0062		Dept-Auth-Proj-Activity		Dept-Auth-Proj- Activity	
Funding Term	07/01/22-06/30/23		07/01/22-06/30/23		(mm/dd/yy-mm/dd/yy):		(mm/dd/yy-mm/dd/yy):	
Position Title	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries
MHSA lead/therapist	1.00	\$ 107,000	1.00	\$ 107,000				-
Junior therapist	1.00	96,000	1.00	\$ 96,000		-		-
Totals:	2.00	\$ 203,000	2.00	\$ 203,000	0.00	\$ -	0.00	\$ -
Employee Benefits:	28.00%	\$ 56,840	28.00%	\$ 56,840	0.00%		0.00%	
TOTAL SALARIES & BENEFITS	\$ 259,840		\$ 259,840		\$ -		\$ -	

Appendix B - DPH 4: Operating Expenses Detail

Contract ID Number 1000011308

Program Name School-based Centers (Balboa)

Program Code N/A

Appendix Number

B-2

Page Number

8

Fiscal Year

2022-2023

Funding Notification Date

12/13/22

Expense Categories & Line Items	TOTAL	251984-17156-10031199-0062	Dept-Auth-Proj-Activity	Dept-Auth-Proj-Activity
Funding Term	07/01/22-06/30/23	07/01/22-06/30/23	(mm/dd/yy-mm/dd/yy):	(mm/dd/yy-mm/dd/yy):
Rent	\$ -			
Utilities (telephone, electricity, water, gas)	\$ -			
Building Repair/Maintenance	\$ -			
Occupancy Total:	\$ -	\$ -	\$ -	\$ -
Office Supplies	\$ 6,101	\$ 6,101		
Photocopying	\$ -			
Program Supplies	\$ 6,770	\$ 6,770		
Computer Hardware/Software	\$ -			
Materials & Supplies Total:	\$ 12,871	\$ 12,871	\$ -	\$ -
Training/Staff Development	\$ -			
Insurance	\$ 2,359	\$ 2,359		
Professional License	\$ -			
Permits	\$ -			
Equipment Lease & Maintenance	\$ -			
General Operating Total:	\$ 2,359	\$ 2,359	\$ -	\$ -
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	\$ 15,230	\$ 15,230	\$ -	\$ -

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

DHCS Legal Entity Number 00341

Provider Name Bayview Hunters Point Foundation

Provider Number 3851

Contract ID Number 1000011308

Appendix Number B-3

Page Number 10

Fiscal Year 2022-2023

Funding Notification Date 12/13/22

Program Name		Children Outpatient					
Program Code		38516 & 38171	38516 & 38171	38516 & 38171	38516 & 38171		
Mode/SFC (MH) or Modality (SUD)		15/10-57, 59	15/70-79	15/01-09	45/20-29		
Service Description		OP-MH Svcs	OP-Crisis Intervention	OP-Case Mgt Brokerage	OS-Cmmty Client Svcs		
Funding Term (mm/dd/yy-mm/dd/yy):		07/01/22-06/30/23	07/01/22-06/30/23	07/01/22-06/30/23	07/01/22-06/30/23		
FUNDING USES							TOTAL
Salaries & Employee Benefits		\$ 647,328	\$ 935	\$ 26,816	\$ 81,119	\$	\$ 756,198
Operating Expenses		\$ 194,053	\$ 280	\$ 8,039	\$ 12,256	\$	\$ 214,628
Subtotal Direct Expenses		\$ 841,381	\$ 1,216	\$ 34,855	\$ 93,375	\$ -	\$ 970,826
Indirect Expenses		\$ 126,207	\$ 182	\$ 5,228	\$ 14,006	\$	\$ 145,623
Indirect %		15.0%	15.0%	15.0%	15.0%	0.0%	15.0%
TOTAL FUNDING USES		\$ 967,587	\$ 1,398	\$ 40,083	\$ 107,381	\$ -	\$ 1,116,449
BHS MENTAL HEALTH FUNDING SOURCES		Dept-Auth-Proj-Activity					
MH CYF Fed SDMC FFP (50%)	251962-10000-10001670-0001	\$ 261,548	\$ 378	\$ 10,835			\$ 272,761
MH CYF Fed SDMC FFP (50%) ERMHS	251962-10000-10037431-0001	\$ 143,834	\$ 208	\$ 5,958			\$ 150,000
MH CYF State 2011 PSR-EPSDT	251962-10000-10001670-0001	\$ 144,299	\$ 208	\$ 5,978			\$ 150,485
	251962-10000-10037431-0001	\$ 143,834	\$ 208	\$ 5,958			\$ 150,000
MH CYF County Local Match	251962-10000-10001670-0001	\$ 95,889	\$ 139	\$ 3,972			\$ 100,000
MH CYF County General Fund	251962-10000-10001670-0001	\$ 178,183	\$ 257	\$ 7,382	\$ 107,381		\$ 293,203
							\$ -
This row left blank for funding sources not in drop-down list							\$ -
TOTAL BHS MENTAL HEALTH FUNDING SOURCES		\$ 967,587	\$ 1,398	\$ 40,083	\$ 107,381	\$ -	\$ 1,116,449
BHS SUD FUNDING SOURCES		Dept-Auth-Proj-Activity	0.83	0.00	0.03	0.13	
OTHER DPH FUNDING SOURCES		Dept-Auth-Proj-Activity	1	0	0		
FY20-21 3% General Fund CODB (paid through DV in FY20-21)		\$ -	\$ -	\$ -	\$ -	\$	\$ -
FY21-22 3% General Fund CODB		\$ -	\$ -	\$ -	\$ -	\$	\$ -
TOTAL OTHER DPH FUNDING SOURCES		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL DPH FUNDING SOURCES		\$ 967,587	\$ 1,398	\$ 40,083	\$ 107,381	\$ -	\$ 1,116,449
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)		967,587	1,398	40,083	107,381	-	1,116,449
BHS UNITS OF SERVICE AND UNIT COST							
Payment Method		Cost Reimbursement (CR)	Cost Reimbursement (CR)	Cost Reimbursement (CR)	Cost Reimbursement (CR)	Cost Reimbursement (CR)	
DPH Units of Service		125,335	187	8,033	532		
Unit Type		Staff Minute	Staff Minute	Staff Minute	Staff Hour	0	
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only)		\$ 7.72	\$ 7.47	\$ 4.99	\$ 201.85	\$ -	
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)		\$ 7.72	\$ 7.47	\$ 4.99	\$ 201.85	\$ -	
Published Rate (Medi-Cal Providers Only)		\$ 7.72	\$ 7.47	\$ 4.99	\$ 201.85		Total UDC
Unduplicated Clients (UDC)		60	Included	Included	Included		60

Appendix B - DPH 3: Salaries & Employee Benefits Detail

Contract ID Number 1000011308

Program Name Children Outpatient

Program Code 38516 & 38171

Appendix Number B-3

Page Number 11

Fiscal Year 2022-2023

Funding Notification Date 12/13/22

	TOTAL		251962-10000-10001670-0001		251962-10000-10001670-0001		Dept-Auth-Proj-Activity	
Funding Term	07/01/22-06/30/23		07/01/22-06/30/23		17/01/21-06/30/22		(mm/dd/yy-mm/dd/yy):	
Position Title	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries
Director of Behavioral Health	0.29	37,700	0.24	31,200	0.05	6,500		
Clinical Supervisor	0.20	22,000	0.13	14,667	0.07	7,333		
Medical Records Technician/Billing Clerk	0.50	27,500	0.25	13,750	0.25	13,750		
Reception/Intake Specialist	0.50	29,000	0.40	23,200	0.10	5,800		
Therapist	1.00	105,000	0.95	99,750	0.05	5,250		
Masters-Level Clinician	1.00	90,000	0.95	85,500	0.05	4,500		
Masters-Level Clinician	1.00	90,000	0.95	85,500	0.05	4,500		
Masters-Level Clinician	0.33	30,000	0.32	28,500	0.02	1,500		
ERMHS Clinician	1.00	90,000	0.95	85,500	0.05	4,500		
Master Clinician	0.30	27,000	0.25	22,500	0.05	4,500		
Community Clinician	0.40	38,000	0.35	33,250	0.05	4,750		
Totals:	6.52	\$ 586,200	5.74	\$ 523,317	0.78	\$ 62,883	0.00	\$ -
Employee Benefits:	29%	\$ 169,998	29%	\$ 151,762	29%	\$ 18,236	0.00%	
TOTAL SALARIES & BENEFITS		\$ 756,198		\$ 675,079		\$ 81,119		\$ -

Appendix B - DPH 4: Operating Expenses Detail

Contract ID Number 1000011308

Program Name Children Outpatient

Program Code 38516 & 38171

Appendix Number B-3

Page Number 12

Fiscal Year 2022-2023

Funding Notification Date 12/13/22

Expense Categories & Line Items	TOTAL	251962-10000-10001670-0001	251962-10000-10001670-0001	Dept-Auth-Proj-Activity
Funding Term	07/01/22-06/30/23	07/01/22-06/30/23	(07/01/21-06/30/22):	(mm/dd/yy-mm/dd/yy):
Rent	\$ 67,241	63,207	4,034	
	\$ -	\$ -	-	
Utilities (telephone, electricity, water, gas)	\$ -	-	-	
Building Repair/Maintenance	\$ 46,430	43,840	2,590	
Occupancy Total:	\$ 113,671	\$ 107,047	\$ 6,624	\$ -
Office Supplies	\$ 5,500	5,193	\$ 307	
Photocopying	\$ -	-	\$ -	
Program Supplies	\$ 3,500	3,305	\$ 195	
Computer Hardware/Software	\$ 12,250	11,567	\$ 683	
Materials & Supplies Total:	\$ 21,250	\$ 20,065	\$ 1,185	\$ -
Training/Staff Development	\$ 4,000	3,777	\$ 223	
Insurance	\$ 15,000	14,163	\$ 837	
Professional License	\$ 5,000	4,721	\$ 279	
Permits	\$ -	-	\$ -	
Equipment Lease & Maintenance	\$ 7,907	7,466	\$ 441	
General Operating Total:	\$ 31,907	\$ 30,127	\$ 1,780	\$ -
Local Travel	\$ 3,800	3,588	\$ 212	
Out-of-Town Travel	\$ -			
Field Expenses	\$ -			
Staff Travel Total:	\$ 3,800	\$ 3,588	\$ 212	\$ -
Consultant/Subcontractor (Provide Consultant/Subcontracting Agency Name, Service Detail w/Dates, Hourly Rate and Amounts)	\$ -	\$ -		
Ina Moon MFT - Clinical supervision, consultation and training. 7/1/22 to -2023. Hourly rate of \$125. With 192 hours during FY 22-23 (192x\$125)=\$24,000	\$ 24,000	\$ 22,661	\$ 1,339	
LHH Recruitment Solutions - Adecco for term 02/23 to 06/23 Administrative position at \$50 hourly with 400 hours in FY 22-23 (50x400=\$20,000)	\$ 20,000	\$ 18,884	\$ 1,116	
Consultant/Subcontractor Total:	\$ 44,000	\$ 41,545	\$ 2,455	\$ -
	\$ -	\$ -	\$ -	
Other Total:	\$ -	\$ -	\$ -	\$ -
TOTAL OPERATING EXPENSE	\$ 214,628	\$ 202,372	\$ 12,256	\$ -

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

DHCS Legal Entity Number 00341		Appendix Number B-4	
Provider Name Bayview Hunters Point Foundation		Page Number 14	
Provider Number 3851		Fiscal Year 2022-2023	
Contract ID Number 1000011308		Funding Notification Date 12/13/22	
Program Name		Dimensions LGBT Outpatient	
Program Code		N/A	
Mode/SFC (MH) or Modality (SUD)		00-20	
Service Description		Support (i.e. check Writing, hired staff to work for Admin)	
Funding Term (mm/dd/yy-mm/dd/yy):		07/01/22-06/30/23	
FUNDING USES		TOTAL	
Salaries & Employee Benefits	\$ 117,000		\$ 117,000
Operating Expenses	\$ 34,730		\$ 34,730
Capital Expenses			\$ -
Subtotal Direct Expenses	\$ 151,730	\$ -	\$ 151,730
Indirect Expenses	\$ 22,760		\$ 22,760
Indirect %	15.0%	0.0%	15.0%
TOTAL FUNDING USES	\$ 174,490	\$ -	\$ 174,490
BHS MENTAL HEALTH FUNDING SOURCES	Dept-Auth-Proj-Activity		
MH WO DCYF Dimensions Clinic	251962-10002-10001799-0002	\$ 174,490	\$ 174,490
MH CYF County GF WO CODB	251962-10000-10001670-0001	\$ -	\$ -
This row left blank for funding sources not in drop-down list			\$ -
TOTAL BHS MENTAL HEALTH FUNDING SOURCES		\$ 174,490	\$ -
BHS SUD FUNDING SOURCES	Dept-Auth-Proj-Activity		
OTHER DPH FUNDING SOURCES	Dept-Auth-Proj-Activity		
		\$ -	\$ -
		\$ -	\$ -
TOTAL OTHER DPH FUNDING SOURCES		\$ -	\$ -
TOTAL DPH FUNDING SOURCES		\$ 174,490	\$ -
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)		174,490	-
BHS UNITS OF SERVICE AND UNIT COST			
Payment Method	Cost Reimbursement (CR)		
DPH Units of Service	450		
Unit Type	fill-in appropriate	0	
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only)	\$ 387.76	\$ -	
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)	\$ 387.76	\$ -	
Published Rate (Medi-Cal Providers Only)	N/A		Total UDC
Unduplicated Clients (UDC)	25		25

Appendix B - DPH 3: Salaries & Employee Benefits Detail**Contract ID Number** 1000011308Program Name Dimensions LGBT OutpatientProgram Code N/AAppendix Number B-4Page Number 15Fiscal Year 2022-2023Funding Notification Date 12/13/22

	TOTAL		251962-10002-10001799-0002		251962-1000-10001670-0001		Dept-Auth-Proj-Activity	
Funding Term	07/01/22-06/30/23		07/01/22-06/30/23		07/01/22-06/30/23		(mm/dd/yy-mm/dd/yy):	
Position Title	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries
Therapist 1	1.00	\$ 90,000		\$ -		\$ -		
Totals:	1.00	\$ 90,000	0.00	\$ -	0.00	\$ -	0.00	\$ -
Employee Benefits:	30.0%	\$ 27,000	30.0%	\$ -	28.00%	\$ -	0.00%	
TOTAL SALARIES & BENEFITS	\$ 117,000		\$ -		\$ -		\$ -	

Appendix B - DPH 4: Operating Expenses Detail

Contract ID Number 1000011308

Program Name Dimensions LGBT Outpatient

Program Code N/A

Appendix Number

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Page Number

16

Fiscal Year

2022-2023

Funding Notification Date

12/13/22

Expense Categories & Line Items	TOTAL	251962-10002-10001799-0002	251962-10000-10001670-0001	Dept-Auth-Proj-Activity
Funding Term	07/01/22-06/30/23	07/01/22-06/30/23	07/01/22-06/30/23	(mm/dd/yy-mm/dd/yy):
Rent	\$ -			
Utilities (telephone, electricity, water, gas)	\$ -			
Building Repair/Maintenance	\$ -			
Occupancy Total:	\$ -	\$ -	\$ -	\$ -
Office Supplies				
Photocopying	\$ -			
Program Supplies	\$ 34,730			
Computer Hardware/Software	\$ -	\$ -		
Materials & Supplies Total:	\$ 34,730	\$ -	\$ -	\$ -
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 and Amounts)	\$ -			
	\$ -			
Consultant/Subcontractor Total:	\$ -	\$ -	\$ -	\$ -
Other (provide detail):	\$ -			
	\$ -			
	\$ -			
Other Total:	\$ -	\$ -	\$ -	\$ -
TOTAL OPERATING EXPENSE	\$ 34,730	\$ -	\$ -	\$ -

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

DHCS Legal Entity Number 00341		Appendix Number B-5	
Provider Name Bayview Hunters Point Foundation		Page Number 18	
Provider Number 389036		Fiscal Year 2022-2023	
Contract ID Number 1000011308		Funding Notification Date 12/13/22	
Program Name Jelani Family Program			
Program Code 3816SD			
Mode/SFC (MH) or Modality (SUD) Res-59			
Service Description ODS Recovery Residences			
Funding Term (mm/dd/yy-mm/dd/yy): 07/01/22-06/30/23			
FUNDING USES		TOTAL	
Salaries & Employee Benefits	\$ 539,688		\$ 539,688
Operating Expenses	\$ 43,116		\$ 43,116
Subtotal Direct Expenses	\$ 582,804	\$ -	\$ -
Indirect Expenses	\$ 87,421		\$ 87,421
Indirect %	15.0%	0.0%	0.0%
TOTAL FUNDING USES	\$ 670,225	\$ -	\$ -
BHS SUD FUNDING SOURCES	Dept-Auth-Proj-Activity		
SUD Fed SABG Discretionary, CFDA 93.959	240646-10000-10001681-0003	\$ 593,926	\$ 593,926
SUD County General Fund	240646-10000-10001681-0003	\$ 76,299	\$ 76,299
This row left blank for funding sources not in drop-down list			\$ -
TOTAL BHS SUD FUNDING SOURCES	\$ 670,225	\$ -	\$ -
TOTAL DPH FUNDING SOURCES	\$ 670,225	\$ -	\$ -
NON-DPH FUNDING SOURCES			
		\$ -	\$ -
	\$ -	\$ -	\$ -
TOTAL NON-DPH FUNDING SOURCES	\$ -	\$ -	\$ -
TOTAL FUNDING SOURCES (DPH AND NON-DPH)	670,225	-	670,225
BHS UNITS OF SERVICE AND UNIT COST			
Number of Beds Purchased	15		
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	4,928		
Unit Type	Bed Days	0	0
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only)	\$ 136.02	\$ -	\$ -
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)	\$ 136.02	\$ -	\$ -
Published Rate (Medi-Cal Providers Only)	N/A		
Unduplicated Clients (UDC)	15		Total UDC 15

Appendix B - DPH 3: Salaries & Employee Benefits Detail**Contract ID Number** 1000011308**0.083329412**Appendix Number B-5Program Name Jelani Family ProgramPage Number 19Program Code 3816SDFiscal Year 2022-2023Funding Notification Date 12/13/22

	TOTAL		240646-10000-10001681-0003				0	
Funding Term	07/01/22-06/30/23		07/01/22-06/30/23		07/01/22-06/30/23		07/01/22-06/30/23	
Position Title	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries
Director of Residential Programs	0.64	\$ 61,056	0.64	\$ 61,056				
House Manager	1.00	\$ 66,950	1.00	\$ 66,950				
Monitors	4.00	\$ 180,000	4.00	\$ 180,000				
Monitors - Life Skills	1.00	\$ 45,000	1.00	\$ 45,000				
Monitors - Part time	0.40	\$ 18,000	0.40	\$ 18,000				
Monitors - On Call	1.14	\$ 50,625	1.14	\$ 50,625				
Totals:	8.18	\$ 421,631	\$ 8.18	\$ 421,631	0.00	\$ -	0.00	\$ -
Employee Benefits:	28%	\$ 118,057	28%	\$ 118,057	0%	\$ -	0.00%	
TOTAL SALARIES & BENEFITS	\$ 539,688		\$ 539,688		\$ -		\$ -	

Appendix B - DPH 4: Operating Expenses Detail

Contract ID Number 1000011308

Program Name Jelani Family Program

Program Code 3816SD

Appendix Number B-5

Page Number 20

Fiscal Year 2022-2023

Funding Notification Date 12/13/22

Expense Categories & Line Items	TOTAL	240646-10000-10001681-0003	240646-10000-10001681-0003	0
Funding Term	07/01/22-06/30/23	07/01/22-06/30/23	07/01/22-06/30/23	07/01/22-06/30/23
Rent	\$ -			
Utilities (telephone, electricity, water, gas)	\$ 20,334	\$ 20,334		
Building Repair/Maintenance	\$ 6,594	\$ 6,594		
Occupancy Total:	\$ 26,928	\$ 26,928	\$ -	\$ -
Office Supplies	\$ 500	\$ 500		
Photocopying	\$ -	\$ -		
Program Supplies	\$ 905	\$ 905		
Computer Hardware/Software	\$ 2,000	\$ 2,000		
Materials & Supplies Total:	\$ 3,405	\$ 3,405	\$ -	\$ -
Training/Staff Development	\$ -	\$ -		
Insurance	\$ 10,000	\$ 10,000		
Professional License	\$ -	\$ -		
Permits	\$ -	\$ -		
Equipment Lease & Maintenance	\$ 2,783	\$ 2,783		
General Operating Total:	\$ 12,783	\$ 12,783	\$ -	\$ -
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	\$ 43,116	\$ 43,116	\$ -	\$ -

Appendix B - DPH 6: Contract-Wide Indirect Detail

Contractor Name Bayview Hunters Point Foundation Page Number 22

Contract ID Number 1000011308 Fiscal Year 2022-2023

Funding Notification Date 12/13/22

1. SALARIES & EMPLOYEE BENEFITS

Position Title	FTE	Amount
Executive Director	0.35	\$ 83,960
AR Accountant	0.35	\$ 26,268
HR Director	0.26	\$ 42,216
QA Director	0.26	\$ 25,330
Deputy Director	0.26	\$ 42,216

Subtotal: 1.48 \$ 219,990

Employee Benefits: 28.0% \$ 61,597

Total Salaries and Employee Benefits: \$ 281,587**2. OPERATING COSTS**

Expenses (Use expense account name in the ledger.)	Amount
Office Rent	\$ 55,746
Supplies	\$ 25,891
Accounting Supervision & Audit Preparation Assistance	\$ 50,306
Audit Fees	\$ 35,867
Insurance	\$ 24,583
Total Operating Costs	\$ 192,393

Total Indirect Costs \$ 473,980

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 credentialing process in accordance with the DHCS MHSUDS Information Notice #18-019.
- e. Applicants must complete myAvatar Training.
- f. Level of access is based on "Need to Know", job duties and responsibilities.

Attachment 2 to Appendix D

Protected Information Destruction Order Purge Certification - Contract ID # 1000011308

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 07/01/18 (“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.

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
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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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San Francisco Department of Public Health
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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
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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)?						<input type="checkbox"/>	<input type="checkbox"/>
B	Have a Privacy Officer or other individual designated as the person in charge of investigating privacy breaches or related incidents?						<input type="checkbox"/>	<input type="checkbox"/>
	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.]						<input type="checkbox"/>	<input type="checkbox"/>
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.]						<input type="checkbox"/>	<input type="checkbox"/>
E	Have (or will have if/when applicable) Business Associate Agreements with subcontractors who create, receive, maintain, transmit, or access SFDPH's health information?						<input type="checkbox"/>	<input type="checkbox"/>
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?						<input type="checkbox"/>	<input type="checkbox"/>

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?	<input type="checkbox"/>	<input type="checkbox"/>
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.)	<input type="checkbox"/>	<input type="checkbox"/>
I	Visibly post the Summary of the Notice of Privacy Practices in all six languages in common patient areas of your treatment facility?	<input type="checkbox"/>	<input type="checkbox"/>
J	Document each disclosure of a patient's/client's health information for purposes <u>other than</u> treatment, payment, or operations?	<input type="checkbox"/>	<input type="checkbox"/>
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?	<input type="checkbox"/>	<input type="checkbox"/>

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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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.