

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

**Second Amendment**

THIS AMENDMENT (this “Amendment”) is made as of **November 1, 2023**, in San Francisco, California, by and between **A Better Way** (“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 Agreement was competitively procured as required by San Francisco Administrative Code Chapter 21.1 through RFP-1-2017 issued on March 7, 2017 and this modification is consistent therewith; and

WHEREAS, approval for the original Agreement was obtained on July 15, 2019 from the Civil Service Commission under PSC number 46987-16/17 in the amount of 233,200,000 for the period commencing July 1, 2017 and ending June 30, 2027; and

WHEREAS, approval for this Amendment was obtained on August 31, 2023 from the Civil Service Commission under PSC number 46987-16/17 in the amount of \$349,700,000 for the period commencing July 1, 2017 and ending June 30, 2028; and

WHEREAS, the City’s Board of Supervisors approved this Agreement by Resolution number \_\_\_\_\_ on \_\_\_\_\_.

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

**Article 1      Definitions**

The following definitions shall apply to this Amendment:

1.1    **Agreement.** The term “Agreement” shall mean the Agreement dated July 1, 2017 between Contractor and City, as amended by the:

First Amendment,                      dated January 1, 2022.

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

**Article 2      Modifications of Scope to the Agreement**

The Agreement is hereby modified as follows:

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

2.1 The term of this Agreement shall commence on (i) July 1, 2017 and expire on December 31, 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, 2017 and expire on June 30, 2027, unless earlier terminated as otherwise provided herein.

2.2 Calculation of Charges. Section 3.3.1 Calculation of Charges of the Agreement currently reads as follows:

3.3.1 **Calculation of Charges.** Contractor shall provide an invoice to the City on a monthly basis for goods delivered and/or Services completed in the immediate preceding month, unless a different schedule is set out in Appendix B, "Calculation of Charges." Compensation shall be made for goods and/or Services identified in the invoice that the City, in his or her sole discretion, concludes has been satisfactorily performed. In no event shall the amount of this Agreement exceed **Nine Million Seven Hundred Eighty Thousand Twenty-Seven Dollars (\$9,780,027)**. The breakdown of charges associated with this Agreement appears in Appendix B, "Calculation of Charges." A portion of payment may be withheld until conclusion of the Agreement if agreed to by both Parties as retainage, described in Appendix B. In no event shall City be liable for interest or late charges for any late payments. City will not honor minimum service order charges for any services covered by this Agreement.

**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 goods delivered and/or Services completed in the immediate preceding month, unless a different schedule is set out in Appendix B, "Calculation of Charges." Compensation shall be made for goods and/or Services identified in the invoice that the City, in his or her sole discretion, concludes has been satisfactorily performed. In no event shall the amount of this Agreement exceed **Thirteen Million Five Hundred Seventy Nine Thousand Two Hundred Ninety Nine Dollars (\$13,579,299)**. The breakdown of charges associated with this Agreement appears in Appendix B, "Calculation of Charges." A portion of payment may be withheld until conclusion of the Agreement if agreed to by both Parties as retainage, described in Appendix B. In no event shall City be liable for interest or late charges for any late payments. City will not honor minimum service order charges for any services covered by this Agreement.

2.3 Grant Funded Contracts. The following is hereby added to Article 3 of the Agreement:

3.3.7 Grant Funded Contracts.

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

2.4 Correct the section numbering for the following sections:

12.2 Certification Regarding Lobbying.

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

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

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

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

2.5 **Appendices A, A-1, A-2.** Appendices A, A-1, and A-2 are hereby replaced in its entirety by Appendices A, A-1, A-2, attached to this Amendment and fully incorporated within the Agreement.

2.6 **Appendices B, B-1, and B-2.** Appendices B, B-1, and B-2 are hereby added to this Amendment and fully incorporated within the Agreement.

2.7 **Appendix E.** Appendix E is hereby replaced in its entirety by Appendix E Dated: OCPA & CAT v8/3/2022 and Attestation forms 06-07-2017, attached to this Amendment and incorporated within the Agreement.

2.8 **Appendix F.** Appendix F is hereby replaced in its entirety by Appendix F Dated: November 1, 2023, attached to this Amendment and incorporated within the Agreement.

2.9 **Appendix J.** Appendix J is hereby replaced in its entirety by Appendix J Dated DAA 7-2021 DPH, attached to this Amendment and incorporated within the Agreement.

### Article 3 Updates of Standard Terms to the Agreement

The Agreement is hereby modified as follows:

3.1 **Contractor Vaccination Policy.** *The following section is hereby deleted in its entirety and removed from the Agreement:*

**4.2.2 Contractor Vaccination Policy.**

(a) Contractor acknowledges that it has read the requirements of the 38th Supplement to Mayoral Proclamation Declaring the Existence of a Local Emergency ("Emergency Declaration"), dated February 25, 2020, and the Contractor Vaccination Policy for City Contractors issued by the City Administrator ("Contractor Vaccination Policy"), as those documents may be amended

from time to time. A copy of the Contractor Vaccination Policy can be found at: <https://sf.gov/confirm-vaccine-status-your-employees-and-subcontractors>.

(b) A Contract subject to the Emergency Declaration is an agreement between the City and any other entity or individual and any subcontract under such agreement, where Covered Employees of the Contractor or Subcontractor work in-person with City employees in connection with the work or services performed under the agreement at a City owned, leased, or controlled facility. Such agreements include, but are not limited to, professional services contracts, general services contracts, public works contracts, and grants. Contract includes such agreements currently in place or entered into during the term of the Emergency Declaration. Contract does not include an agreement with a state or federal governmental entity or agreements that do not involve the City paying or receiving funds.

(c) In accordance with the Contractor Vaccination Policy, Contractor agrees that:

(i) Where applicable, Contractor shall ensure it complies with the requirements of the Contractor Vaccination Policy pertaining to Covered Employees, as they are defined under the Emergency Declaration and the Contractor Vaccination Policy, and insure such Covered Employees are either fully vaccinated for COVID-19 or obtain from Contractor an exemption based on medical or religious grounds; and

(ii) If Contractor grants Covered Employees an exemption based on medical or religious grounds, Contractor will promptly notify City by completing and submitting the Covered Employees Granted Exemptions Form (“Exemptions Form”), which can be found at <https://sf.gov/confirm-vaccine-status-your-employees-and-subcontractors> (navigate to “Exemptions” to download the form).

(d) The City reserves the right to impose a more stringent COVID-19 vaccination policy for the San Francisco Department of Public Health, acting in its sole discretion.

**3.2 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.

**3.3 Applicable Law.** *The following section is hereby added and incorporated in Article 11 of the Agreement:*

**11.16 Applicable Law.** This Agreement will be governed by, construed, and enforced in accordance with the laws of the State of California and City’s Charter. Any legal suit, action, or proceeding arising out of or relating to this Agreement shall be instituted in the Superior Court for the City and County of San Francisco, and each party agrees to the exclusive jurisdiction of such court in any such suit, action, or proceeding (excluding bankruptcy matters). The parties irrevocably and unconditionally waive any objection to the laying of venue of any suit, action, or proceeding in such court and irrevocably waive and agree not to plead or claim that any suit, action, or proceeding brought in San Francisco Superior Court relating to this Agreement has been brought in an inconvenient forum. The

Parties also unconditionally and irrevocably waive any right to remove any such suit, action, or proceeding to Federal Court.

3.4 **Business Associate Agreement.** *The following is hereby added to Article 13 of the Agreement, replacing the previous Section 13.3 in its entirety:*

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

**The parties acknowledge that CONTRACTOR will:**

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

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

- a. **Appendix E** SFDPH Business Associate Agreement (BAA) (v8/3/2022)
  - 1. SFDPH Attestation 1 PRIVACY (06-07-2017)
  - 2. SFDPH Attestation 2 DATA SECURITY (06-07-2017)
- 2.  **NOT do any of the activities listed above in subsection 1;**

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

**Article 4 Effective Date**

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

**Article 5 Legal Effect**

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

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

CITY

Recommended by:

\_\_\_\_\_  
Grant Colfax, MD  
Director of Health  
Department of Public Health

CONTRACTOR

A Better Way

DocuSigned by:  
*David Channer* 10/31/2023 | 10:20 AM PDT  
5824B87A715E49A...

\_\_\_\_\_  
David Channer, LCSW  
President & CEO

City Supplier number: 0000026510

Approved as to Form:

David Chiu  
City Attorney

By: \_\_\_\_\_  
Deputy City Attorney

Approved:

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

By: \_\_\_\_\_

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

**1. Terms**

A. Contract Administrator:

In performing the Services hereunder, Contractor shall report to **Valerie Wiggins**, Program Manager, Contract Administrator for the City, or his / her designee.

B. Reports:

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

C. Evaluation:

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

D. Possession of Licenses/Permits:

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

E. Adequate Resources:

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

F. Admission Policy:

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

G. San Francisco Residents Only:

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

H. Grievance Procedure:

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

I. Infection Control, Health and Safety:

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

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

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

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

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

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

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

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

J. Aerosol Transmissible Disease Program, Health and Safety:

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



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

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

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

K. Acknowledgment of Funding:

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

L. Client Fees and Third-Party Revenue:

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

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

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

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

N. Patients' Rights:

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

O. Under-Utilization Reports:

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

P. Quality Improvement:

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

- 1) Staff evaluations completed on an annual basis.

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

Q. Working Trial Balance with Year-End Cost Report

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

R. Harm Reduction

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

S. Compliance with Behavioral Health Services Policies and Procedures

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

T. Fire Clearance

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

U. Clinics to Remain Open:

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

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

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

CONTRACTOR acknowledges its understanding that failure to provide SERVICES in full as specified in Appendix A of this Agreement may result in immediate or future disallowance of payment for such SERVICES, in full or in part, and may also result in CONTRACTOR'S default or in termination of this Agreement.

V. Compliance with Grant Award Notices:

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

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

**2. Description of Services**

Contractor agrees to perform the following Services:

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

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

Appendix A-1 – Outpatient Mental Health Program

Appendix A-2 – Early Childhood Mental Health Services Program (Outpatient 0-5)

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

<b>Contractor Name:</b> A Better Way	<b>Appendix A- 1</b>
<b>Program Name:</b> Out Patient Services	<b>Funding Term:</b> 07/01/23 – 06/30/24
	<b>Funding Source:</b> SDMC FFP CYF, PSR-EPSDT 2011, MH CYF General Funds

**1. Identifiers:**

**Program Name:** A Better Way (July 2023 – June 2024)  
 Outpatient Mental Health Program  
**Program Address:** 832 Folsom Street Suite # 702  
**City, State, ZIP:** San Francisco, CA 94107  
**Telephone/FAX:** 415-710-1050/415-715-1051  
**Website Address:** www.abetterwayinc.net  
  
**Contractor Address:** 3200 Adeline Street  
**City, State, ZIP:** Berkeley, CA 94703  
  
**Executive Director:** David Channer  
**Chief Program Officer:** Warner Graham  
**Program Director:** Monica Dirr  
**Telephone:** 415-872-2745  
**Email Addresses:** dchanner@abetterwayinc.net  
 WGraham@abetterwayinc.net  
 mdirr@abetterwayinc.net  
  
**Program Code(s):** 38KYOP (A Better Way-SF Outpatient)

**2. Nature of Document:**

Original       Contract Amendment       Revision to Program Budgets (RPB)

- 3. Goal Statement:** Our program provides accessible and culturally sensitive behavioral health services to children and youth aged 6 to 21, with a referral source of 100% Foster Care Mental Health and the capacity to serve up to 80 children annually. For those with more intensive needs, we offer supplemental services, including Intensive Care Coordination (ICC) and Intensive Home-Based Services (IHBS), aligned with a Child and Family Team (CFT) approach focused on family-centered care. A Better Way follows all DHCS and San Francisco County guidelines and requirements for ICC and IHBS services. Our mission is to ensure the accessibility of behavioral health services to all demographics within San Francisco, with a special emphasis on the foster care population. We prioritize the caregiver system's role, recognizing its significance in a child's life, and we strengthen it through collaboration. In addition, we provide dyadic, individual, and/or family therapy that is trauma-informed and relationship-focused to heal and enhance relationships between children and their caregivers, including birth parents, resource parents, and other community supports, using comprehensive assessments to identify areas of need and establish collaborative treatment goals.

<b>Contractor Name:</b> A Better Way	<b>Appendix A- 1</b>
<b>Program Name:</b> Out Patient Services	<b>Funding Term:</b> 07/01/23 – 06/30/24
	<b>Funding Source:</b> SDMC FFP CYF, PSR-EPSDT 2011, MH CYF General Funds

**4. Target Population:** ABW welcomes and serves all ethnicities and populations within San Francisco, with focused expertise that are specifically designed to meet the unique needs of children from birth to 21 years with an open case with the San Francisco County Human Services Agency and their families, and who have full scope San Francisco County Medi-Cal coverage. Children birth to 18 years will be admitted into the program. Children may receive services until age 21 years.

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

**See Appendix B - DPH 2: Department of Public Health Cost Reporting/Data Collection (CRDC) – Section B-1 – Outpatient – Case Management Brokerage (15/01-09) and Outpatient Mental Health Services (15/10-57, 59)**

**6. Methodology:**

Direct Client Services:

A. Outreach, recruitment, promotion, and advertisement:

A Better Way has an on-going collaboration with San Francisco Foster Care Mental Health (FCMH) and Human Services Agency (HSA) each serving as our primary source of referrals.

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

Criteria: Clients are eligible for services if they: 1) have an open case through Human Services Agency; 2) meet access criteria and display behavioral health symptoms that can ameliorated by services; 3) have EPSDT/San Francisco full-scope Medi-Cal coverage. Access criteria aligns with the new CalAIM standards of having at least one of the following: 1) experiencing homelessness and/or interaction with the child welfare or criminal justice system; 2) scoring high on a trauma screening tool which places them at high risk of mental health disorders; or 3) person has a significant impairment, a reasonable probability of significant deterioration in an important area of life functioning, a reasonable probability of not progressing as developmentally appropriate, or there is no presence of impairment; and 4) the significant impairments listed above are due to a mental health disorder, Diagnostic Statistical Manual, Fifth Edition (DSM-5), either diagnosed or suspected, but not yet diagnosed.

Process: Protective Service Workers (PSW) from HSA refer children and their families to FCMH who in turn refer eligible clients for outpatient mental health services. Once we receive the complete referral paperwork packet from FCMH, we connect with the PSW and family to begin our services.

C. Service delivery model

<b>Contractor Name:</b> A Better Way	<b>Appendix A- 1</b>
<b>Program Name:</b> Out Patient Services	<b>Funding Term:</b> 07/01/23 – 06/30/24
	<b>Funding Source:</b> SDMC FFP CYF, PSR-EPSDT 2011, MH CYF General Funds

**Treatment Modalities:** A Better Way follows all DHCS and San Francisco County guidelines and requirements for ICC and IHBS services. Within an overarching relationship-based framework, we utilize Evidence Based Practices (EBPs) and Outcome Informed Practices as indicated by client need. Interventions include: Trauma Focuses Cognitive Behavioral Therapy; Safety Organized Practice; Child Parent Psychotherapy; Motivational Interviewing; Trauma-Focused Cognitive Behavioral Therapy; Attachment, Regulation and Competency; Neurosequential Model of Therapeutics; and evidence-based element from these and other EBPs. Additionally, when appropriate, we provide attachment-based play therapy, child-specific developmental guidance, intensive care coordination, intensive home-based services and parent support groups.

**Phases of Treatment:** Engagement Phase: Clients and families will engage in a 60 day EPSDT assessment through clinical interviews, behavioral observations, and any indicated standardized assessment tools (including CANS). During the 60 day period, clinicians will work with the client and family to obtain information, build rapport, understand symptom presentation, and assess social determinants of health. During the initial 60 day assessment period, the clinician will also work with the client and family to create agreed upon treatment plan goals and objectives. Clinicians will work with Protective Social Workers (PSW) to gather information on safety concerns and permanency planning issues that may be relevant to the mental health needs of the client.

**Service Delivery Phase:** Based on CANS assessment and clinical formulation, treatment providers will provide services including individual therapy, dyadic therapy, family therapy, parent collateral sessions, case management, plan development, individual rehabilitation, and crisis intervention. Ongoing collaboration with members of the child's support team (biological family, foster parents, Human Service Agency workers, attorneys, etc.) will take place to develop progressive, permanency-informed treatment goals.

**Hours of Operation:** Open 9:00 am-5:00 pm Monday –Friday. After 5:00 pm appointments are available as needed.

**Length of Stay:** Average length of treatment will be eight to twelve months depending on the needs of the client and family.

**Location of Service Delivery:** Locations are dependent on the need of the family and client. Locations include: A Better Way's San Francisco Office, other A Better Way offices (e.g. Oakland, Berkeley, Fairfield) and surrounding Bay Area community locations (client's home, foster home, school, and community spaces, such as parks, Family Resource Centers, community recreation centers, public libraries, and churches).

**Frequency and Duration of Services:** Maximum frequency and duration of services will be determined by the level of need and impairment. Within these limits and the EPSDT standards, the actual frequency and duration of services will be determined through collaborative treatment planning with the client and family and with respect to input from the PSW.

<b>Contractor Name:</b> A Better Way	<b>Appendix A- 1</b>
<b>Program Name:</b> Out Patient Services	<b>Funding Term:</b> 07/01/23 – 06/30/24
	<b>Funding Source:</b> SDMC FFP CYF, PSR-EPSDT 2011, MH CYF General Funds

Strategies for Service Delivery: Services will be Evidence-based and Outcomes Informed as indicated by client needs.

D. Discharge Planning and exit criteria and process

Exit criteria: There is no specific criterion needed for clients to be discharged. However, termination of services will take place if there is decrease in impairment (e.g. through successful completion of treatment goals and amelioration of emotional and behavioral symptoms) or if eligibility criteria are no longer in place (e.g. child placed out of county with discontinuation of San Francisco County full-scope coverage: case with Human Services Agency closes and there is no clear significant clinical need for ongoing services). A Better Way programs also use PCOMS (Partners for Change Outcoming Management System) tool to continually measure and assess change.

Process: During the treatment period, the treatment team will collaborate with family and support team to determine treatment goals. Assessment is ongoing throughout treatment. Once treatment goals have been successfully completed and the level of impairment has decreased, termination will take place. The treatment team will collaborate with the family and PSW to ensure that clients are connected with ongoing support services, if appropriate.

E. Program staffing: Mental Health Services are provided by Licensed Marriage and Family Therapists, Marriage and Family Therapist Interns, Licensed Clinical Social Workers, Associate Social Workers, Licensed Psychologists, Waivered Psychologists, or other trained staff (e.g. Mental Health Rehabilitation Specialists) who are qualified to deliver EPSDT services to the target population. Staff also includes: licensed clinical supervisors; licensed program director; intake coordinator; office management; chief program officer; and quality assurance staff.

7. **Objectives and Measurements:** All objectives and corresponding measurements are contained in the CBHS document entitled *CBHS Performance Objectives FY 23-24*

8. **Continuous Quality Improvement:** Our program's CQI activities include the following:

Achievement of contract performance objectives and productivity: A Better Way monitors contract utilization and productivity in an ongoing manner. We have dashboards to help managers track contract fulfillment by comparing projected services to actual services on a weekly, monthly, and 'year-to-date' basis. We also have additional tools to help service providers and supervisors to adjust a provider's time-management and caseload as needed. Our productivity projections are carefully calibrated to account for fluctuations caused by predictable factors such as the number of workdays in each month or summer/winter holidays/vacations. Productivity standards are clarified to all services providers and are managed as an ongoing part of supervision.

Documentation of quality and internal audits: Our service documentation goes through multiple levels of Quality Assurance and Internal Review.

<b>Contractor Name:</b> A Better Way	<b>Appendix A- 1</b>
<b>Program Name:</b> Out Patient Services	<b>Funding Term:</b> 07/01/23 – 06/30/24
	<b>Funding Source:</b> SDMC FFP CYF, PSR-EPSDT 2011, MH CYF General Funds

- All providers are carefully trained in Medi-Cal documentation standards
- Our Electronic Health Records (Avatar and Exym) help reduce errors in entries
- Provider documentation is reviewed by a supervisor upon completion
- Our Quality Assurance staff conduct compliance reviews for all charts at the following intervals: 60 days post episode opening; and annually post episode opening.
- All charts are continually reviewed by supervisors, including at 6-8 months after opening and at discharge.
- Feedback and corrections from all chart reviews are shared with supervisors and clinicians to assure continuous quality improvement
- Reports on timeliness of notes are generated monthly and distributed to supervisors to share with supervisees.

Cultural humility of staff and services: A Better Way places a great deal of attention and training on our staff's understanding and ongoing practice of cultural humility. Assessment of staff cultural humility levels are monitored through regular supervision and periodic case presentations. A Better Way regularly seeks out trainings that target cultural humility.

Client satisfaction: A Better Way distributes client satisfaction surveys annually. We also strive to create an environment of trust such that clients feel safe in sharing their feedback directly to our treatment team.

Timely completion and use of outcome data, including CANS: A Better Way utilizes the CANS for all clients, and strive to complete it in a timely manner As indicated, we also administer standardized caregiver-report questionnaires for all children (e.g. Child Behavior Checklist, Trauma Symptom Checklist for Young Children, Pediatric Symptom Checklist) and teacher reports if appropriate (e.g. Teacher Report Form). Additionally, A Better Way clinicians use PCOMS (Partners for Change Outcoming Management System) tool to continually measure and assess change and gather feedback from the client on the therapeutic alliance. The treatment team also utilizes CANS ratings and dashboards as a collaborative tool and framework with families and children to discuss and monitor strengths and needs that influence treatment planning. Our CQI team (compromised of QA and clinical leadership) are engaged in ongoing efforts to broaden and improve the integration of CANS data into more aspects of our decision making.

## 9. Required Language: N/A



<b>Contractor Name:</b> A Better Way	<b>Appendix A-2</b>
<b>Program Name:</b> Outpatient 0-5	<b>Funding Term:</b> 07/01/23-06/30/24
	<b>Funding Source:</b> SDMC FFP CYF, PSR-EPSDT 2011, MH CYF General Funds

**1. Identifiers:**

**Program Name:** A Better Way (July 2023-June 2024)  
 Early Childhood Mental Health Program  
**Program Address:** 832 Folsom Street Suite # 702  
 City, State, ZIP: San Francisco, CA 94107  
 Telephone/FAX: 415-710-1050/415-715-1051  
 Website Address: www.abetterwayinc.net  
  
**Contractor Address:** 3200 Adeline Street  
 City, State, ZIP: Berkeley, CA 94703  
  
**Executive Director:** David Channer  
**Chief Program Officer:** Warner Graham  
**Program Director:** Monica Dirr  
**Telephone:** 415-872-2745  
**Email Addresses:** dchanner@abetterwayinc.net  
 WGraham@abetterwayinc.net  
 mdirr@abetterwayinc.net  
  
**Program Code(s):** 38KY05 (A Better Way-SF Early Childhood Mental Health Services)

**2. Nature of Document:**

Original/Renewal   
  Contract Amendment   
  Internal Contract Revision

- 3. Goal Statement:** Our early childhood mental health program provides culturally responsive, trauma-informed care tailored to the unique needs and strengths of children, youth, and their families. Especially for children aged 0 to 5 with heightened needs, we offer specialized services such as Intensive Care Coordination (ICC) and Intensive Home-Based Services (IHBS). A Better Way follows all DHCS and San Francisco County guidelines and requirements for ICC and IHBS services. We prioritize fortifying the child-parent/caregiver relationship, enhancing communication, deepening interactions, and fostering the child's social-emotional growth. Our mission is to equip caregivers with the necessary resources and skills, positively impacting the child's development and the overall well-being of the family unit. With 100% referral from the Foster Care Mental Health, our program is adeptly designed to support up to 24 children each fiscal year. Our expansive offerings encompass in-depth assessments, trauma-sensitive, relationship-focused methodologies, and case management. Moreover, we facilitate linkage services tailored to address life's challenges, meeting the distinct needs of every family we serve. As we continually strive for excellence, our team remains committed to refining their expertise, ensuring we stay at the forefront of the field.

<b>Contractor Name:</b> A Better Way	<b>Appendix A-2</b>
<b>Program Name:</b> Outpatient 0-5	<b>Funding Term:</b> 07/01/23-06/30/24
	<b>Funding Source:</b> SDMC FFP CYF, PSR-EPSDT 2011, MH CYF General Funds

#### 4. Target Population:

ABW welcomes and serves all ethnicities and populations within San Francisco, with focused expertise that are specifically designed to address the unique needs of San Francisco County children ages birth to 5 years with full scope Medi-Cal who have been identified as having or at imminent risk for having emotional or behavioral disturbances.

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

See Appendix B - DPH 2: Department of Public Health Cost Reporting/Data Collection (CRDC) – Section B-2, Outpatient – Case Management Brokerage (15/01-09) and Outpatient Mental Health Services (15/10-57, 59)

#### 6. Methodology:

Indirect Services (programs that do not provide direct client services): Describe how the program will deliver the purchased services. Not Applicable

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

##### A. Outreach, recruitment, promotion, and advertisement

Partnership as been established with Foster Care Mental Health, that provides 100% of referral of our Early Childhood Mental Health Services, including Infant Parent Program; Child Trauma Research Program; Public Health Nursing; Zero to Three Programs; Wu Yee Child and family Services; Hamilton Family Center; Bayview Family Resource Center; Ashbury House; Golden Gate Regional Center; and Foster Care Mental Health Meetings with HSA representatives. Additional outreach activities include the development of relationships with preschools, childcare centers, pediatricians, WIC, Early Head Start, and other community agencies.

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

Criteria: Clients are eligible for services if they: 1) meet access criteria and display behavioral health symptoms that can ameliorated by services; 2) are between birth and five years of age; and 3) have EPSDT/San Francisco full-scope Medi-Cal coverage.

Process: Clients are referred by Foster Care Mental Health to our intake coordinator. Our intake coordinator will assign a clinician to work with the family for the initial assessment period. Clients will be assessed within the first 60 days for EPSDT eligibility and meeting access criteria. Clients who do not meet eligibility criteria will be referred to other community agencies/resources.

##### C. Service delivery model

<b>Contractor Name:</b> A Better Way	<b>Appendix A-2</b>
<b>Program Name:</b> Outpatient 0-5	<b>Funding Term:</b> 07/01/23-06/30/24
	<b>Funding Source:</b> SDMC FFP CYF, PSR-EPSDT 2011, MH CYF General Funds

**Treatment Modalities:** A Better Way follows all DHCS and San Francisco County guidelines and requirements for ICC and IHBS services. Services will primarily involve dyadic (infant-carer/parent) therapy and other evidence-based practices and outcome informed practices within an overarching relationship-based framework as indicated by client need. Interventions include Safety Organized Practice; Attachment, Regulation, and Competencies (ARC), Neurosequential Model of Therapeutics (NMT), Child Parent Psychotherapy (CPP); along with additional attachment-based play therapy, child-specific developmental guidance, intensive care coordination, intensive home-based services, and parent support groups; as clinically indicated.

#### Phases of Treatment

- **Engagement Phase:** Clients and families will engage in a 60-day EPSDST assessment through clinical interview, behavioral observations, and any indicated standardized assessment tools (including CANS, Ages and Stages Questionnaire). During the 60-day period, clinicians will work with the client and family to obtain information, build rapport, and understand symptom presentation, and assess social determinants of health. During the initial 60-day assessment period, the clinician will also work with the client and family to create agreed upon treatment plan goals and objectives. Access criteria aligns with the new CalAIM standards of having at least one of the following: 1) experiencing homelessness and/or interaction with the child welfare or criminal justice system; 2) scoring high on a trauma screening tool which places them at high risk of mental health disorders; 3) person has a significant impairment, a reasonable probability of significant deterioration in an important area of life functioning, a reasonable probability of not progressing as developmentally appropriate, or there is no presence of impairment; and 4) the significant impairments listed above are due to a mental health disorder, Diagnostic Statistical Manual, Fifth Edition (DSM-5), either diagnosed or suspected, but not yet diagnosed.
- **Service Delivery Phase:** Based on CANS assessment and clinical formulation, treatment providers will provide services including, but not limited to infant-caregiver/parent therapy, family collateral sessions, parental collateral, case management, crisis intervention, and plan development. Ongoing collaboration with members of the child's support team (e.g. family members, child care providers) will take place to develop strengthen caregivers' natural support system to enhance stability of care giving environment.

**Hours of Operation:** Open 9:00 am to 5:00 pm Monday-Friday. After 5:00 pm appointments are available as needed.

**Length of Stay:** Average length of treatment will be eight to twelve months depending on the needs of the client and family

**Locations of Service Delivery:** Locations are dependent on the need of the family and client. Locations include A Better Way's San Francisco Offices, other A Better Way offices (e.g. Oakland, Berkeley, Fairfield) and surrounding Bay Area community locations (client's home,

<b>Contractor Name:</b> A Better Way	<b>Appendix A-2</b>
<b>Program Name:</b> Outpatient 0-5	<b>Funding Term:</b> 07/01/23-06/30/24
	<b>Funding Source:</b> SDMC FFP CYF, PSR-EPSDT 2011, MH CYF General Funds

preschool, community spaces such as parks, Family Resource Centers, community recreation centers, public libraries, and churches).

Frequency and Duration of Services: Maximum frequency and duration of services will be determined by the level of need and impairment. Within these limits and EPSDT standards, the actual frequency and duration of services will be determined through collaborative treatment planning with the client and family.

Strategies for Service Delivery: Services will be Evidence-based and Outcomes Informed as indicated by parent needs.

#### D. Discharge Planning and exit criteria and process

Exit Criteria: There is no specific exit criteria needed in order for clients to be discharged. However, termination of services will take place if there is a decrease in impairment (e.g., through successful completion of treatment goals and amelioration of mental health symptoms or if eligibility criteria are no longer in place (e.g. discontinuation of San Francisco County full-scope Medi-Cal coverage). A Better Way programs also use PCOMS (Partners for Change Outcoming Management System) tool to continually measure and assess change.

Process: During the treatment period, the treatment team will collaborate with family and support team to determine treatment goals. Assessment is ongoing throughout treatment. Once treatment goals have been successfully completed and the level of impairment has decreased, termination will take place.

E. Program staffing: Mental Health Services are provided by licensed Marriage and Family Therapists and Marriage and Family Therapist Interns, Licensed Clinical Social Workers, Associate Social Workers, Licensed Psychologists, Waived Psychologists, or other trained staff (e.g., Mental Health Rehabilitation Specialists) who are qualified to deliver EPSDT services to the target population. Staff also includes licensed clinical supervisors; licensed program director; intake coordinator; office management; chief program officer; and quality assurance staff.

7. **Objectives and Measurements:** All objective and corresponding measurements are contained in the CBHS document *entitled CBHS Performance Objectives FY 23-24*

8. **Continuous Quality Improvement:** Our program's CQI activities include the following:

Achievement of contract performance objectives and productivity: We monitor contract utilization and productivity in an ongoing manner. We have dashboards to help managers track contract fulfillment by comparing projected services to actual services on a weekly, monthly, and 'year to date' basis. We also have additional tools to help service providers and supervisors to adjust a provider's time-management and caseload as needed. Our productivity projections are carefully calibrated to account for fluctuations caused by predictable factors such as the varying number of workdays in each month

<b>Contractor Name:</b> A Better Way	<b>Appendix A-2</b>
<b>Program Name:</b> Outpatient 0-5	<b>Funding Term:</b> 07/01/23-06/30/24
	<b>Funding Source:</b> SDMC FFP CYF, PSR-EPSDT 2011, MH CYF General Funds

and lulls due to summer/winter holiday vacations. Productivity standards are clarified to all service providers and are managed as an ongoing part of supervision.

Documentation of quality and internal audits: Our service documentation goes through multiple levels of Quality Assurance and Internal Reviews.

- All providers are carefully trained in Medi-Cal documentation standards
- Our Electronic Health Records (Avatar and Exym) help reduce errors in entries
- Providers documentation is reviewed by a supervisor upon completion
- Our Quality Assurance staff conduct compliance reviews for all charts at the following intervals: 60 days post episode opening; and annually post episode opening.
- All charts are continually reviewed by supervisors, including at 6-8 months after opening and at discharge.
- Feedback and corrections from all internal reviews are shared with supervisors and clinicians to assure continuous quality improvement
- Reports on timeliness of notes are generated monthly and distributed to supervisors to share with supervisees.

Cultural humility of staff and services: A Better Way places a great deal of attention and training on our staff's understanding and ongoing practice of cultural humility. Assessment of staff cultural humility levels are monitored through regular supervision and periodic case presentations. A Better Way regularly seeks out trainings that target cultural humility.

Client satisfaction: A Better Way distributes client satisfaction surveys annually. We also strive to create an environment of trust such that clients feel safe in sharing their feedback directly to our treatment team.

Timely completion and use of outcome data, including CANS: A Better Way utilizes the CANS for all clients and strive to complete it in a timely manner. As indicated, we also administer standardized caregiver-report questionnaires for all children (e.g. Child Behavior Checklist, Trauma Symptom Checklist for Young Children, Pediatric Symptom Checklist) and teacher reports if appropriate (e.g. Teacher Report Form). Additionally, A Better Way clinicians use PCOMS (Partners for Change Outcoming Management System) tool to continually measure and assess change and gather feedback from the client on the therapeutic alliance. The treatment team also utilizes CANS ratings and dashboards as a collaborative tool and framework with families and children to discuss and monitor strengths and needs that influence treatment planning. Our CQI team (comprised of QA and clinical leadership) are engaged in ongoing efforts to broaden and improve the integration of CANS data into more aspects of our decision making.

## 9. Required Language: N/A

## **Appendix B Calculation of Charges**

### **1. Method of Payment**

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

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

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

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

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

B. Final Closing Invoice

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

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

(2) For contracted services reimbursable by Cost Reimbursement:

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

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

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

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

## 2. Program Budgets and Final Invoice

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

Appendix B-1 – Outpatient Mental Health Program

Appendix B-2 – Early Childhood Mental Health Services Program (Outpatient 0-5)

B. CONTRACTOR understands that, of this maximum dollar obligation listed in section 3.3.1 of this Agreement, **\$634,042** is included as a contingency amount and is neither to be used in Program Budgets attached to this Appendix, or available to Contractor without a modification to this Agreement as specified in Section 3.7 Contract Amendments; Budgeting Revisions. Contractor further understands that no payment of any portion of this contingency amount will be made unless and until such modification or budget revision has been fully approved and executed in accordance with applicable City and Department of Public Health laws, regulations and policies/procedures and certification as to the availability of funds by Controller. Contractor agrees to fully comply with these laws, regulations, and policies/procedures.

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

D. The amount for each fiscal year, to be used in Appendix B, Budget and available to CONTRACTOR for that fiscal year shall conform with the Appendix A, Description of Services, and Appendix B, Program Budget and Cost Reporting Data Collection form, as approved by the CITY's Department of Public Health based on the CITY's allocation of funding for SERVICES for that fiscal year.

CONTRACTOR understands that the CITY may need to adjust funding sources and funding allocations and agrees that these needed adjustments will be executed in accordance with Section 3.7 of this Agreement. In event that such funding source or funding allocation is terminated or reduced, this Agreement

shall be terminated or proportionately reduced accordingly. In no event will CONTRACTOR be entitled to compensation in excess of these amounts for these periods without there first being a modification of the Agreement or a revision to Appendix B, Budget, as provided for in Section 3.7 section of this Agreement.

(1). Estimated Funding Allocations

<b>Contract Term</b>	<b>Estimated Funding Allocation</b>
July 1, 2017 to June 30, 2018	\$598,011
July 1, 2018 to June 30, 2019	\$1,378,605
July 1, 2019 to June 30, 2020	\$1,469,272
July 1, 2020 to June 30, 2021	\$1,307,803
FY20-21 CODB (Direct Voucher)	\$56,161
July 1, 2021 to June 30, 2022	\$1,563,887
July 1, 2022 to June 30, 2023	\$1,287,833
July 1, 2023 to June 30, 2024	\$1,244,256
July 1, 2024 to June 30, 2025	\$1,294,025
July 1, 2025 to June 30, 2026	\$1,345,786
July 1, 2026 to June 30, 2027	\$1,399,618
<b>Subtotal</b>	<b>\$12,945,257</b>
Contingency @ 12% (July 1, 2023 to June 30, 2027)	\$634,042
<b>Total Revised Not-to-Exceed Amount</b>	<b>\$13,579,299</b>

**3. Services of Attorneys**

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

**4. State or Federal Medi-Cal Revenues**

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

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

**5. Reports and Services**



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

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

DHCS Legal Entity Number 00765					Appendix B, Page 1
Legal Entity Name/Contractor Name A Better Way, Inc			Fiscal Year 2023-2024		
Contract ID Number 1000007166			Funding Notification Date 08/07/23		
Appendix Number	B-#1	B-#2	B-#	B-#	
Provider Number	38KY	38KY			
Program Name	Outpatient	0-5			
Program Code	38KYOP	38KY05			
Funding Term	07/01/23-06/30/24	07/01/23-06/30/24			
<b>FUNDING USES</b>					<b>TOTAL</b>
Salaries	\$ 572,841	\$ 49,409			\$ 622,250
Employee Benefits	\$ 148,939	\$ 12,846			\$ 161,785
<b>Subtotal Salaries &amp; Employee Benefits</b>	<b>\$ 721,780</b>	<b>\$ 62,255</b>	\$ -	\$ -	<b>\$ 784,035</b>
Operating Expenses	\$ 274,268	\$ 23,657			\$ 297,925
Capital Expenses					\$ -
<b>Subtotal Direct Expenses</b>	<b>\$ 996,048</b>	<b>\$ 85,912</b>	\$ -	\$ -	<b>\$ 1,081,960</b>
Indirect Expenses	\$ 149,407	\$ 12,888			\$ 162,295
Indirect %	15.0%	15.0%	0.0%	0.0%	15.0%
<b>TOTAL FUNDING USES</b>	<b>\$ 1,145,455</b>	<b>\$ 98,800</b>	\$ -	\$ -	<b>\$ 1,244,255</b>
			Employee Benefits Rate		26.0%
<b>BHS MENTAL HEALTH FUNDING SOURCES</b>					
MH CYF Fed SDMC FFP (50%)	\$ 438,350	\$ 40,000			\$ 478,350
MH CYF State 2011 PSR-EPSDT	\$ 438,350	\$ 40,000			\$ 478,350
MH CYF County General Fund	\$ 268,755	\$ 18,800			\$ 287,555
					\$ -
					\$ -
					\$ -
<b>TOTAL BHS MENTAL HEALTH FUNDING SOURCES</b>	<b>\$ 1,145,455</b>	<b>\$ 98,800</b>	\$ -	\$ -	<b>\$ 1,244,255</b>
<b>TOTAL DPH FUNDING SOURCES</b>	<b>\$ 1,145,455</b>	<b>\$ 98,800</b>	\$ -	\$ -	<b>\$ 1,244,255</b>
<b>TOTAL FUNDING SOURCES (DPH AND NON-DPH)</b>	<b>\$ 1,145,455</b>	<b>\$ 98,800</b>	\$ -	\$ -	<b>\$ 1,244,255</b>
<b>Prepared By</b>	Sushma Agarwal		925-4875585		

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

DHCS Legal Entity Number 00765		Appendix Number B-#1	
Provider Name A Better Way, Inc		Page Number 1	
Provider Number 38KY		Fiscal Year 2023-2024	
Contract ID Number 1000007166		Funding Notification Date 08/07/23	
Program Name		Outpatient	
Program Code		38KYOP	
Mode/SFC (MH) or Modality (SUD)		15	
Service Description		Outpatient Services	
Funding Term (mm/dd/yy-mm/dd/yy):		07/01/23-06/30/24	
<b>FUNDING USES</b>			<b>TOTAL</b>
Salaries & Employee Benefits	\$ 721,780		\$ 721,780
Operating Expenses	\$ 274,268		\$ 274,268
Capital Expenses	\$ -		\$ -
<b>Subtotal Direct Expenses</b>	<b>\$ 996,048</b>	<b>\$ -</b>	<b>\$ 996,048</b>
Indirect Expenses	\$ 149,407		\$ 149,407
Indirect %	15.0%	0.0%	15.0%
<b>TOTAL FUNDING USES</b>	<b>\$ 1,145,455</b>	<b>\$ -</b>	<b>\$ 1,145,455</b>
<b>BHS MENTAL HEALTH FUNDING SOURCES</b>	<b>Dept-Auth-Proj-Activity</b>		
MH CYF Fed SDMC FFP (50%)	10000-251962-10000-10001670-0001	\$ 438,350	\$ 438,350
MH CYF State 2011 PSR-EPSDT	10000-251962-10000-10001670-0001	\$ 438,350	\$ 438,350
MH CYF County General Fund	10000-251962-10000-10001670-0001	\$ 268,755	\$ 268,755
		\$ -	\$ -
This row left blank for funding sources not in drop-down list		\$ -	\$ -
<b>TOTAL BHS MENTAL HEALTH FUNDING SOURCES</b>		<b>\$ 1,145,455</b>	<b>\$ -</b>
<b>TOTAL DPH FUNDING SOURCES</b>		<b>\$ 1,145,455</b>	<b>\$ -</b>
<b>TOTAL FUNDING SOURCES (DPH AND NON-DPH)</b>		<b>1,145,455</b>	<b>-</b>
<b>BHS UNITS OF SERVICE AND UNIT COST</b>			
Number of Beds Purchased			
SUD Only - Number of Outpatient Group Counseling Sessions			
SUD Only - Licensed Capacity for Narcotic Treatment Programs			
Payment Method	Cost Reimbursement (CR)		
DPH Units of Service/Hours to Bill (LOE)	4,036		4,036
Unit Type	Hours	0	
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only)	\$ 283.79	\$ -	
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)	\$ 283.79	\$ -	
Published Rate (Medi-Cal Providers Only)	\$ 283.79		<b>Total UDC</b>
Unduplicated Clients (UDC)	80		80

**Appendix B - DPH 3: Salaries & Employee Benefits Detail**

Contract ID Number 1000007166  
 Program Name Outpatient  
 Program Code 38KYOP

Appendix Number B-#1  
 Page Number 2  
 Fiscal Year 2023-2024  
 Funding Notification Date 08/07/23

	TOTAL		251962-10000-10001670-0001		Dept-Auth-Proj-Activity		Dept-Auth-Proj-Activity	
Funding Term	07/01/23-06/30/24		07/01/23-06/30/24		(mm/dd/yy-mm/dd/yy):		(mm/dd/yy-mm/dd/yy):	
Position Title	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries
Program Director	0.46	\$ 57,537	0.46	\$ 57,537				
Mental Health Rehabilitation Specialist	0.46	\$ 32,221	0.46	\$ 32,221				
Clinical Supervisors	0.55	\$ 52,474	0.55	\$ 52,474				
Service Coordinator	0.46	\$ 30,150	0.46	\$ 30,150				
Clinicians	4.60	\$ 372,841	4.60	\$ 372,841				
Family Partner	0.47	\$ 27,618	0.47	\$ 27,618				
	0.00	\$ -						
<b>Totals:</b>	7.00	\$ 572,841	7.00	\$ 572,841	0.00	\$ -	0.00	\$ -
<b>Employee Benefits:</b>	26.00%	\$ 148,939	26.00%	\$ 148,939	0.00%		0.00%	
<b>TOTAL SALARIES &amp; BENEFITS</b>		<b>\$ 721,780</b>		<b>\$ 721,780</b>		<b>\$ -</b>		<b>\$ -</b>

Appendix B - DPH 3: Salaries & Employee Benefits Detail

**Outpatient Services Only**

Contract ID Number 1000007166  
 Program Name Outpatient  
 Program Code 38KYOP

Appendix Number B-#1  
 Page Number 3  
 Fiscal Year 23-24  
 Funding Notification Date 08/07/23

	Total Budgeted FTE	Total Budgeted Salaries	Practitioner Type	Portion of FTE Providing Services to Clients	Portion of FTE Providing Program Support	FY23/24 Level of Effort (LOE) Target	10000-251962-10000-10001670-0001		Dept-Auth-Proj-Activity		Dept-Auth-Proj-Activity	
							FTE	Salaries	FTE	Salaries	FTE	Salaries
			Use the dropdown to select the appropriate Practitioner Type for all positions. Direct Patient Care Percentages are fixed by Practitioner Type using DHCS recommendations.	Include all billable and non-billable time for staff providing services to the client.	Include only time involved in program support activities. Examples include Program Director & QA.	LOE Formula: Column E (Estimated Direct Patient Care %) X Column F (Portion of FTE Providing Services to Clients) X 46 weeks X 40 hours						
<b>Funding Term</b>	07/01/23-06/30/24						07/01/23-06/30/24		(mm/dd/yy-mm/dd/yy):		(mm/dd/yy-mm/dd/yy):	
<b>Position Title</b>	<b>FTE</b>	<b>Salaries</b>					<b>FTE</b>	<b>Salaries</b>	<b>FTE</b>	<b>Salaries</b>	<b>FTE</b>	<b>Salaries</b>
Program Director	0.46	\$ 57,537	LPHA (MFT, LCSW, LPCC) Intern or Waivered LPHA (MFT, LCSW, LPCC) - 40%	-	0.46	-	0.46	57,537				
Mental Health Rehabilitation Specialist	0.46	\$ 32,221	Mental Health Rehab Specialist - 36%	0.46	-	304.70	0.46	32,221				
Clinical Supervisors	0.55	\$ 52,474	LPHA (MFT, LCSW, LPCC) Intern or Waivered LPHA (MFT, LCSW, LPCC) - 40%	-	0.55	-	0.55	52,474				
Service Coordinator	0.46	\$ 30,150	No DHCS Practitioner type applies. Non-billable (Peer)	-	0.46	-	0.46	30,150				
Clinicians	4.60	\$ 372,841	Licensed Psychiatric Technician - 40%	4.60	-	3,385.60	4.60	372,841				
Family Partner	0.47	\$ 27,618	Other Qualified Providers - Other Designated MH Staff that Bill Medical - 40%	0.47	-	345.92	0.47	27,618				
	0.00	\$ -				-						
<b>Totals:</b>	<b>7.00</b>	<b>\$ 572,841</b>		<b>5.53</b>	<b>1.47</b>	<b>4,036.22</b>	<b>7.00</b>	<b>\$ 572,841</b>	<b>0.00</b>	<b>\$ -</b>	<b>0.00</b>	<b>\$ -</b>
<b>Employee Benefits:</b>	26.00%	\$ 148,939					26.00%	\$ 148,939	0.00%		0.00%	
<b>TOTAL SALARIES &amp; BENEFITS</b>		<b>\$ 721,780</b>						<b>\$ 721,780</b>		<b>\$ -</b>		<b>\$ -</b>

**Appendix B - DPH 4: Operating Expenses Detail**

Contract ID Number 100007166  
 Program Name Outpatient  
 Program Code 38KYOP

Appendix Number B-#1  
 Page Number 3  
 Fiscal Year 2023-2024  
 Funding Notification Date 08/07/23

Expense Categories & Line Items	TOTAL	10000-251962-10000-10001670-0001	Dept-Auth-Proj-Activity	Dept-Auth-Proj-Activity
<b>Funding Term</b> 07/01/23-06/30/24		07/01/23-06/30/24	(mm/dd/yy-mm/dd/yy)	(mm/dd/yy-mm/dd/yy)
Rent	\$ 57,422.00	\$ 57,422.00		
Utilities (telephone, electricity, water, gas)	\$ 2,301.00	\$ 2,301.00		
Building Repair/Maintenance	\$ 2,762.00	\$ 2,762.00		
<b>Occupancy Total:</b>	<b>\$ 62,485.00</b>	<b>\$ 62,485.00</b>	\$ -	\$ -
Office Supplies	\$ 2,301.00	\$ 2,301.00		
Photocopying	\$ 460.00	\$ 460.00		
Program Supplies	\$ 1,841.00	\$ 1,841.00		
Postage and delivery	\$ 92.00	\$ 92.00		
Dues and Subscriptions	\$ 460.00	\$ 460.00		
<b>Materials &amp; Supplies Total:</b>	<b>\$ 5,154.00</b>	<b>\$ 5,154.00</b>	\$ -	\$ -
Training/Staff Development	\$ 16,248.00	\$ 16,248.00		
Insurance	\$ 921.00	\$ 921.00		
License	\$ 5,800.00	\$ 5,800.00		
meeting	\$ 1,381.00	\$ 1,381.00		
Equipment Repair and Rental	\$ 921.00	\$ 921.00		
<b>General Operating Total:</b>	<b>\$ 25,271.00</b>	<b>\$ 25,271.00</b>	\$ -	\$ -
Local Travel	\$ 14,730.00	\$ 14,730.00		
Out-of-Town Travel	\$ -			
Field Expenses	\$ -			
<b>Staff Travel Total:</b>	<b>\$ 14,730.00</b>	<b>\$ 14,730.00</b>	\$ -	\$ -
Quality assurance allocation	\$ 73,648.00	\$ 73,648.00		
Facility and IT allocation	\$ 73,648.00	\$ 73,648.00		
Chief program officer allocation	\$ 19,332.00	\$ 19,332.00		
<b>Other Total:</b>	<b>\$ 166,628.00</b>	<b>\$ 166,628.00</b>	\$ -	\$ -
<b>TOTAL OPERATING EXPENSE</b>	<b>\$ 274,268.00</b>	<b>\$ 274,268.00</b>	\$ -	\$ -

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

DHCS Legal Entity Number 00765		Appendix Number B-#2	
Provider Name A Better Way, Inc		Page Number 1	
Provider Number 38KY		Fiscal Year 2023-2024	
Contract ID Number 1000007166		Funding Notification Date 08/07/23	
Program Name		0-5	
Program Code		38KY05	
Mode/SFC (MH) or Modality (SUD)		15	
Service Description		Outpatient Services	
Funding Term (mm/dd/yy-mm/dd/yy):		07/01/23-06/30/24	
<b>FUNDING USES</b>			<b>TOTAL</b>
Salaries & Employee Benefits	\$	62,255	\$ 62,255
Operating Expenses	\$	23,657	\$ 23,657
Capital Expenses	\$	-	\$ -
<b>Subtotal Direct Expenses</b>	<b>\$</b>	<b>85,912</b>	<b>\$ - \$ 85,912</b>
Indirect Expenses	\$	12,888	\$ 12,888
Indirect %		15.0%	0.0% 15.0%
<b>TOTAL FUNDING USES</b>	<b>\$</b>	<b>98,800</b>	<b>\$ - \$ 98,800</b>
<b>BHS MENTAL HEALTH FUNDING SOURCES</b>	<b>Dept-Auth-Proj-Activity</b>		
MH CYF Fed SDMC FFP (50%)	10000-251962-10000-10001670-0001	\$	40,000 \$ 40,000
MH CYF State 2011 PSR-EPSDT	10000-251962-10000-10001670-0001	\$	40,000 \$ 40,000
MH CYF County General Fund	10000-251962-10000-10001670-0001	\$	18,800 \$ 18,800
		\$	- \$ -
This row left blank for funding sources not in drop-down list		\$	- \$ -
<b>TOTAL BHS MENTAL HEALTH FUNDING SOURCES</b>		<b>\$</b>	<b>98,800 \$ - \$ 98,800</b>
<b>TOTAL DPH FUNDING SOURCES</b>		<b>\$</b>	<b>98,800 \$ - \$ 98,800</b>
<b>TOTAL FUNDING SOURCES (DPH AND NON-DPH)</b>		<b>98,800</b>	<b>- 98,800</b>
<b>BHS UNITS OF SERVICE AND UNIT COST</b>			
Number of Beds Purchased			
SUD Only - Number of Outpatient Group Counseling Sessions			
SUD Only - Licensed Capacity for Narcotic Treatment Programs			
Payment Method		Cost Reimbursement (CR)	
DPH Units of Service/Hours to Bill (LOF)		4,036	4,036
Unit Type		Hours	0
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only)		\$ 24.48	\$ -
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)		\$ 24.48	\$ -
Published Rate (Medi-Cal Providers Only)		\$ 24.48	<b>Total UDC</b>
Unduplicated Clients (UDC)		23	23

**Appendix B - DPH 3: Salaries & Employee Benefits Detail**

Contract ID Number 1000007166  
 Program Name 0-5  
 Program Code 38KY05

Appendix Number B-#2  
 Page Number 2  
 Fiscal Year 2023-2024  
 Funding Notification Date 08/07/23

	TOTAL		10000-251962-10000-10001670-0001		Dept-Auth-Proj-Activity		Dept-Auth-Proj-Activity	
Funding Term	07/01/23-06/30/24		07/01/23-06/30/24		(mm/dd/yy-mm/dd/yy):		(mm/dd/yy-mm/dd/yy):	
Position Title	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries
Program Director	0.04	\$ 4,963	0.04	\$ 4,963				
Mental Health Rehabilitation Specialist	0.04	\$ 2,779	0.04	\$ 2,779				
Clinical Supervisors	0.05	\$ 4,526	0.05	\$ 4,526				
Service Coordinator	0.04	\$ 2,600	0.04	\$ 2,600				
Clinicians	0.40	\$ 32,159	0.40	\$ 32,159				
Family Partner	0.03	\$ 2,382	0.03	\$ 2,382				
	0.00	\$ -						
	0.00	\$ -						
<b>Totals:</b>	0.60	\$ 49,409	0.60	\$ 49,409	0.00	\$ -	0.00	\$ -
<b>Employee Benefits:</b>	26.00%	\$ 12,846	26.00%	\$ 12,846	0.00%		0.00%	
<b>TOTAL SALARIES &amp; BENEFITS</b>		<b>\$ 62,255</b>		<b>\$ 62,255</b>		<b>\$ -</b>		<b>\$ -</b>



Appendix B - DPH 3: Salaries & Employee Benefits Detail

**Outpatient Services Only**

Contract ID Number 1000007166  
 Program Name 0-5  
 Program Code 38KY05

Appendix Number B-#2  
 Page Number 3  
 Fiscal Year 23-24  
 Funding Notification Date 08/07/23

	Total Budgeted FTE	Total Budgeted Salaries	Practitioner Type	Portion of FTE Providing Services to Clients	Portion of FTE Providing Program Support	FY23/24 Level of Effort (LOE) Target	10000-251962-10000-10001670-0001		Dept-Auth-Proj-Activity		Dept-Auth-Proj-Activity	
							FTE	Salaries	FTE	Salaries	FTE	Salaries
			Use the dropdown to select the appropriate Practitioner Type for all positions. Direct Patient Care Percentages are fixed by Practitioner Type using DHCS recommendations.	Include all billable and non-billable time for staff providing services to the client.	Include only time involved in program support activities. Examples include Program Director & QA.	LOE Formula: Column E (Estimated Direct Patient Care %) X Column F (Portion of FTE Providing Services to Clients) X 46 weeks X 40 hours						
<b>Funding Term</b>	07/01/23-06/30/24						07/01/23-06/30/24		(mm/dd/yy-mm/dd/yy):		(mm/dd/yy-mm/dd/yy):	
<b>Position Title</b>	<b>FTE</b>	<b>Salaries</b>					<b>FTE</b>	<b>Salaries</b>	<b>FTE</b>	<b>Salaries</b>	<b>FTE</b>	<b>Salaries</b>
Program Director	0.04	\$ 4,963	LPHA (MFT, LCSW, LPCC) Intern or Waivered LPHA (MFT, LCSW, LPCC) - 40%	-	0.46	-	0.04	\$ 4,963				
Mental Health Rehabilitation Specialist	0.04	\$ 2,779	Mental Health Rehab Specialist - 36%	0.46	-	304.70	0.04	\$ 2,779				
Clinical Supervisors	0.05	\$ 4,526	LPHA (MFT, LCSW, LPCC) Intern or Waivered LPHA (MFT, LCSW, LPCC) - 40%	-	0.55	-	0.05	\$ 4,526				
Service Coordinator	0.04	\$ 2,600	No DHCS Practitioner type applies. Non-billable (Peer)	-	0.46	-	0.04	\$ 2,600				
Clinicians	0.40	\$ 32,159	Licensed Psychiatric Technician - 40%	4.60	-	3,386	0.40	\$ 32,159				
Family Partner	0.03	\$ 2,382	Other Qualified Providers - Other Designated MH Staff that Bill Medical - 40%	0.47	-	345.92	0.03	\$ 2,382				
	0.00	\$ -										
<b>Totals:</b>	<b>0.60</b>	<b>\$ 49,409</b>		<b>5.53</b>	<b>1.47</b>	<b>4,036</b>	<b>0.60</b>	<b>\$ 49,409</b>	<b>0.00</b>	<b>\$ -</b>	<b>0.00</b>	<b>\$ -</b>
<b>Employee Benefits:</b>	26.00%	\$ 12,846					26.00%	\$ 12,846	0.00%		0.00%	
<b>TOTAL SALARIES &amp; BENEFITS</b>		<b>\$ 62,255</b>						<b>\$ 62,255</b>		<b>\$ -</b>		<b>\$ -</b>

**Appendix B - DPH 4: Operating Expenses Detail**

Contract ID Number 1000007166  
 Program Name 0-5  
 Program Code 38KY05

Appendix Number B-#2  
 Page Number 3  
 Fiscal Year 2023-2024  
 Funding Notification Date 08/07/23

Expense Categories & Line Items	TOTAL	251962-10000-10001670-0001	Dept-Auth-Proj-Activity	Dept-Auth-Proj-Activity
<b>Funding Term</b> 07/01/23-06/30/24		07/01/23-06/30/24	(mm/dd/yy-mm/dd/yy)	(mm/dd/yy-mm/dd/yy)
Rent	\$ 4,953	\$ 4,953		
Utilities (telephone, electricity, water, gas)	\$ 199	\$ 199		
Building Repair/Maintenance	\$ 238	\$ 238		
<b>Occupancy Total:</b>	<b>\$ 5,390</b>	<b>\$ 5,390</b>	<b>\$ -</b>	<b>\$ -</b>
Office Supplies	\$ 199	\$ 199		
Photocopying	\$ 40	\$ 40		
Program Supplies	\$ 159	\$ 159		
Postage and delivery	\$ 8	\$ 8		
Dues and Subscriptions	\$ 40	\$ 40		
<b>Materials &amp; Supplies Total:</b>	<b>\$ 446</b>	<b>\$ 446</b>	<b>\$ -</b>	<b>\$ -</b>
Training/Staff Development	\$ 1,402	\$ 1,402		
Insurance	\$ 79	\$ 79		
License	\$ 500	\$ 500		
Meeting	\$ 119	\$ 119		
Equipment Repair and Rental	\$ 79	\$ 79		
<b>General Operating Total:</b>	<b>\$ 2,179</b>	<b>\$ 2,179</b>	<b>\$ -</b>	<b>\$ -</b>
Local Travel	\$ 1,270	\$ 1,270		
	\$ -			
	\$ -			
<b>Staff Travel Total:</b>	<b>\$ 1,270</b>	<b>\$ 1,270</b>	<b>\$ -</b>	<b>\$ -</b>
Quality assurance allocation	\$ 6,352	\$ 6,352		
Facility and IT allocation	\$ 6,352	\$ 6,352		
Chief program officer allocation	\$ 1,668	\$ 1,668		
<b>Other Total:</b>	<b>\$ 14,372</b>	<b>\$ 14,372</b>	<b>\$ -</b>	<b>\$ -</b>
<b>TOTAL OPERATING EXPENSE</b>	<b>\$ 23,657</b>	<b>\$ 23,657</b>	<b>\$ -</b>	<b>\$ -</b>



**BUDGET JUSTIFICATION**

Contract ID Number 1000007166

Contractor Name **A Better Way, Inc.**Appendix Number **B#**Program Name **Out Patient and 0-5**

Fiscal Year 01/00/00

**1a) SALARIES**

Staff Position 1: Program Director					
Brief description of job duties: Oversees program performance, operations, and compliance. Assures fidelity to contract & standards. Serves as					
Minimum qualifications: Licensed in Mental Health discipline at least two years. Experience managing services within the Child Welfare					
Annual Salary:	Level of Effort	# Months per Year:	Annualized (if less than 12 months):	FTE	Amount
\$125,000.00	0.50	12	1.00	0.50	\$ 62,500

Staff Position 2: Mental Health Rehabilitation Specialist					
Brief description of job duties: Providing collateral, rehabilitation, and targeted case management services to client.					
Minimum qualifications: AA + 6 years' experience • BA + 4 years' experience • MS + 2 years' experience • MHRS eligible					
Annual Salary:	Level of Effort	# Months per Year:	Annualized (if less than 12 months):	FTE	Amount
\$70,000.00	0.50	12	1.00	0.50	\$ 35,000

Staff Position 3: Clinical Supervisors					
Brief description of job duties: Provides individual and team supervision to ensure clinical excellence and fidelity to TVS treatment best practices.					
Minimum qualifications: LCSW					
Annual Salary:	Level of Effort	# Months per Year:	Annualized (if less than 12 months):	FTE	Amount
\$95,000.00	0.60	12	1.00	0.60	\$ 57,000

Staff Position 4: Service Coordinator					
Brief description of job duties: Receives and manages referrals to ensure timely service. Assists with service related planning and transition					
Minimum qualifications: Bachelors degree.ability to navigate and work with electronic health records. Computer literacy.					
Annual Salary:	Level of Effort	# Months per Year:	Annualized (if less than 12 months):	FTE	Amount
\$65,500.00	0.50	12	1.00	0.50	\$ 32,750

Staff Position 5: Clinicians					
Brief description of job duties: Provide systemic family therapy services including therapeutic visits, psycho-education, assessment, treatment					
Minimum qualifications: MSW					
Annual Salary:	Level of Effort	# Months per Year:	Annualized (if less than 12 months):	FTE	Amount
\$81,000.00	5.00	12	1.00	5.00	\$ 405,000

Staff Position 6: Family Partners					
Brief description of job duties: Provide collateral services and resource linkages to engage and support parents					
Minimum qualifications: High School Diploma. Experience in navigating the child-welfare system- preferably- San Francisco County.					
Annual Salary:	Level of Effort	# Months per Year:	Annualized (if less than 12 months):	FTE	Amount
\$60,000.00	0.50	12	1.00	0.50	\$ 30,000

**Total FTE: 48.00****Total Salaries: \$ 622,250****1b) EMPLOYEE BENEFITS:***\*A benefit expense may be added or deleted to reflect the composition of the agency's employee benefits.*

	Amount
Employer tax	\$ 56,002.50
Medicare	
Unemployment Insurance	
Worker's Compensation	\$ 6,222.50
Health and Dental	\$ 87,115.00
Retirement	\$ 6,222.50
Paid Time Off	\$ 6,222.50

	Other (specify)
	Other (specify)

**Total Fringe Benefit:** 161,785

**Fringe Benefit %:** 26%

<b>TOTAL SALARIES &amp; EMPLOYEE FRINGE BENEFITS:</b>	<b>784,035</b>
---	----------------

**2) OPERATING EXPENSES:**

**Occupancy:** \_\_\_\_\_

Expense Item	Brief Description	Rate	Amount
Rent, Utilities and building repair and maintenance	allocated among programs housed in that facility based on SQ, as indicated in our cost allocation plan	5656.25/ month	67,875
<b>Total Occupancy:</b>			<b>67,875</b>

**Materials & Supplies:** \_\_\_\_\_

Expense Item	Brief Description	Rate	Amount
Office Supplies, Program material and Printing and production,	These costs are allocated among programs housed in that facility based on FTE, as indicated in our cost allocation plan.	416.67/month	5,000
<b>Total Materials &amp; Supplies:</b>			<b>5,000</b>

**General Operating:** \_\_\_\_\_

Expense Item	Brief Description	Rate	Amount
postage and delivery, dues and subscriptions, insurance, equipment repair and rental, taxes and fees, and meeting expenses	These costs are allocated among programs housed in that facility based on FTE, as indicated in our cost allocation plan.	\$341.67/ month	4,100
License and Fees	These costs are allocated among programs based on FTE, as indicated in our	\$525/month	6,300
<b>Total General Operating:</b>			<b>10,400</b>

**Staff Travel:** \_\_\_\_\_

Purpose of Travel	Location	Expense Item	Rate	Amount
homes/sites, attend meetings and trainings/conferences, and meet with county partners	Local Travel	Local fare	\$1333.33/ month	16,000
<b>Total Staff Travel:</b>				<b>16,000</b>

**Training/Staff Developments** \_\_\_\_\_

Expenses	Service Description	Rate	Amount
Training and staff developments	include training cost, Consultation with staff including and not limited to family	210/FTE/month	17,650
<b>Total Consultants/Subcontractors:</b>			<b>17,650</b>

**Other:** \_\_\_\_\_

Expense Item	Brief Description	Rate	Amount
--------------	-------------------	------	--------

Facilities and IT allocation	includes costs related to overall management of various facilities, including facility maintenance, purchasing of supplies and small equipment, ensuring that resources within each facility, i.e., copiers, postage machines, Wi-Fi, phone system, servers, etc. are in good working order, as well as costs related to other IT and connectivity. These costs are pooled in two cost centers and allocated to various program and supporting activities of the organization based on direct salaries and in accordance with our cost allocation plan. Based on experience, we expect this cost to be 12.86% of total salaries.	80000
Chief Program Officer allocation	Allocation includes costs related to the office of Chief Program Officer (CPO) including salaries, benefits, training, travel, and transportation, etc. The CPO oversees all the program activities of the organization. These costs are pooled in one cost center and are allocated to various program activities based on direct salaries and in accordance with our cost allocation plan. . Based on experience, we expect these costs to be 3.37% of total salaries	21000
Quality assurance and data allocation	includes costs related to Quality Assurance and Data Department, including salaries, benefits, training, travel, and transportation, etc. This Department is responsible to ensure program compliance with various rules, regulations, and funding source requirements. This Department also gathers and disseminates programmatic data necessary for reporting to various funding sources and other stakeholders. This Department's costs are pooled in one cost center and are allocated to programs benefiting from its functions based on direct salaries, in accordance with our cost allocation plan. Based on experience, we expect this cost to be 12.86% of total salaries.	80000

Total Other: 181,000

<b>TOTAL OPERATING EXPENSES:</b>	<b>297,925</b>
----------------------------------	----------------

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

Capital Expense Item	Brief Description	Amount
<b>TOTAL CAPITAL EXPENSES:</b>		<b>-</b>

<b>TOTAL DIRECT EXPENSES:</b>	<b>1,081,960</b>
-------------------------------	------------------

**4) INDIRECT EXPENSES**

Describe method and basis for Indirect Cost Allocation.	Amount
Indirect costs are incurred for common objectives and benefit all activities of the organization. They cannot be readily and specifically identified with one or more activity. ABW has identified costs pooled in its "Executive", "Finance" and "Human Resources" cost centers, collectively referred to as "administrative costs" as its indirect costs. The proposed budget includes 15% in indirect costs.	162,295

Indirect Rate: **15%**

<b>TOTAL INDIRECT EXPENSES:</b>	<b>162,295</b>
---------------------------------	----------------

<b>TOTAL EXPENSES:</b>	<b>1,244,255</b>
------------------------	------------------

**Appendix B - DPH 5: Capital Expenses Detail**

Contract ID Number \_\_\_\_\_  
 Program Name \_\_\_\_\_  
 Program Code \_\_\_\_\_

Appendix Number \_\_\_\_\_  
 Page Number \_\_\_\_\_  
 Fiscal Year 2023-2024  
 Funding Notification Date: 08/07/23

**1. Equipment**

Item Description	Quantity	Serial #/VIN #	Dept-Auth-Proj-Activity	Unit Cost	Total Cost
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
<b>Total Equipment Cost</b>					<u>\$ -</u>

**2. Remodeling**

Description	Total Cost
<b>Total Remodeling Cost</b>	<u>\$ -</u>

**Total Capital Expenditure**  
 (Equipment plus Remodeling Cost)

\$ -

## 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.

## APPENDIX E



San Francisco Department of Public Health  
Business Associate Agreement

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

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

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

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

## APPENDIX E



San Francisco Department of Public Health  
Business Associate Agreement

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

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

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

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

## APPENDIX E



San Francisco Department of Public Health  
Business Associate Agreement

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

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

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

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

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

## APPENDIX E



San Francisco Department of Public Health  
Business Associate Agreement

**o. Breach Pattern or Practice by Business Associate's Subcontractors and Agents.**

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

**3. Termination.**

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

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

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

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

## APPENDIX E



San Francisco Department of Public Health  
Business Associate Agreement

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

**4. Amendment to Comply with Law.**

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

**5. Reimbursement for Fines or Penalties.**

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

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

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

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](mailto:compliance.privacy@sfdph.org)  
Hotline (Toll-Free): 1-855-729-6040

Contractor Name:		Contractor City Vendor ID	
------------------	--	---------------------------	--

## PRIVACY ATTESTATION

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

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

### I. All Contractors.

DOES YOUR ORGANIZATION...							Yes	No*
A	Have formal Privacy Policies that comply with the Health Insurance Portability and Accountability Act (HIPAA)?						<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:		<input type="checkbox"/>
C	Require health information Privacy Training upon hire and annually thereafter for all employees who have access to health information? [Retain documentation of trainings for a period of 7 years.] [SFPDH privacy training materials are available for use; contact OCPA at 1-855-729-6040.]						<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 SFPDH'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 supervisorial authorization to do so <b>AND</b> that health information is <b>only transferred or created on encrypted devices approved by SFPDH Information Security staff?</b>						<input type="checkbox"/>	<input type="checkbox"/>

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

If Applicable: DOES YOUR ORGANIZATION...							Yes	No*
G	Have (or will have if/when applicable) evidence that SFPDH Service Desk (628-206-SERV) was notified to de-provision employees who have access to SFPDH health information record systems within 2 business days for regular terminations and within 24 hours for terminations due to cause?						<input type="checkbox"/>	<input type="checkbox"/>
H	Have evidence in each patient's / client's chart or electronic file that a <a href="#">Privacy Notice</a> that meets HIPAA regulations was provided in the patient's / client's preferred language? (English, Cantonese, Vietnamese, Tagalog, Spanish, Russian forms may be required and are available from SFPDH.)						<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	
--	---------------	--	-----------	--	------	--

**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](mailto:compliance.privacy@sfdph.org) for a consultation. All "No" or "N/A" answers must be reviewed and approved by OCPA below.

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



Contractor Name:		Contractor City Vendor ID	
------------------	--	---------------------------	--

### DATA SECURITY ATTESTATION

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

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

#### I. All Contractors.

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

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

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

**III. \*EXCEPTIONS:** If you have answered "NO" to any question or believe a question is Not Applicable, please contact OCPA at **1-855-729-6040** or [compliance.privacy@sfdph.org](mailto: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	
-------------------------------	--------------	--	-----------	--	------	--

## **Appendix F**

### **Invoice**

Contractor shall submit invoices according to the procedures established by the Department of Public Health.

The Invoice Analyst for the City shall email the Contractor the appropriate invoice template to use.

Failure to use the provided invoice template by the City may result in delayed payments.

## **APPENDIX J**

### **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](mailto: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 J  
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](http://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](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 J**

**Protected Information Destruction Order  
Purge Certification - Contract ID # 1000007166**

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 July 1, 2017 (“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:  
\_\_\_\_\_