

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

1.3

Article 2 Modifications 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 January 1, 2018, and expire on June 30, 2023, unless earlier terminated as otherwise provided herein.

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

2.1 The term of this Agreement shall commence on January 1, 2018, and expire on June 30, 2027, unless earlier terminated as otherwise provided herein.

2.2 **Payment.** *Section 3.3.1 Payment of the Agreement currently reads as follows:*

3.3.1 **Payment.** Contractor shall provide an invoice to the City on a monthly basis for Services completed in the immediate preceding month, unless a different schedule is set out in Appendix B, "Calculation of Charges." Compensation shall be made for Services identified in the invoice that the Director of Health, in his or her sole discretion, concludes has been satisfactorily performed. Payment shall be made within 30 calendar days of receipt of the invoice, unless the City notifies the Contractor that a dispute as to the invoice exists. In no event shall the amount of this Agreement exceed **Nine Million Three Hundred Seventy-One Thousand, Five Hundred Fifty-One Dollars (\$9,371,551)**. The breakdown of charges associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein. In no event shall City be liable for interest or late charges for any late payments.

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

3.3.1 **Payment.** Contractor shall provide an invoice to the City on a monthly basis for Services completed in the immediate preceding month, unless a different schedule is set out in Appendix B, "Calculation of Charges." Compensation shall be made for Services identified in the invoice that the Director of Health, in his or her sole discretion, concludes has been satisfactorily performed. Payment shall be made within 30 calendar days of receipt of the invoice, unless the City notifies the Contractor that a dispute as to the invoice exists. In no event shall the amount of this Agreement exceed **Twenty Million Five Hundred Forty-One Thousand, Sixty-One Dollars (\$20,541,061)**. The breakdown of charges associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein. In no event shall City be liable for interest or late charges for any late payments.

2.3 **Contractor Vaccination Policy.** *The following is hereby added to Article 4 of the Agreement:*

4.2.1 **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.

2.4 Ownership of City Data. *The following section is hereby added and incorporated in Article 13 of the Agreement:*

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

2.5 Appendices A-1, A-2, and A-3. Appendices A-1, A-2, and A-3 are hereby replaced in their entirety by Appendices A-1, A-2, and A-3 (Funding Term: 07/01/22 – 06/30/23), attached to this Amendment and fully incorporated within the Agreement.

2.6 Appendix B. Appendix B is hereby replaced in its entirety by Appendix B, attached to this Amendment and fully incorporated within the Agreement.

2.7 Appendices B-1, B-2, and B-3. Appendices B-1, B-2, and B-3 are hereby replaced in their entirety by Appendices B, B-1, B-2, and B-3 (Funding Term: 07/01/22 – 06/30/23), attached to this Amendment and fully incorporated within the Agreement.

2.8 Appendix D. Appendix D – Data Access and Sharing Terms, is hereby added to this Amendment and fully incorporated within the Agreement.

2.9 Appendix E. Appendix E is hereby replaced in its entirety by Appendix E - Business Associate Agreement, date 8/3/2022, attached to this Amendment and fully incorporated within the Agreement.

2.10 **Appendix F.** Appendix F is hereby replaced in its entirety by Appendix F - Invoice, attached to this Amendment and fully incorporated within the Agreement.

Article 3 Effective Date

Each of the modifications set forth in Section 2 shall be effective on and after the date of this Amendment” or other effective date.

Article 4 Legal Effect

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

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

CITY

Recommended by:

Grant Colfax, MD
Director of Health
Department of Public Health

CONTRACTOR

DocuSigned by:
Sister Betty Marie 4/7/2023 | 10:50 AM PDT
13B80584EAED4C3...

Sister Betty Marie Dunkel
Executive Director

City Supplier number: 0000014714

Approved as to Form:

David Chiu
City Attorney

By: _____
Louise S. Simpson
Deputy City Attorney

Approved:

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

By: _____

Contractor Name: Mt. St. Joseph-St. Elizabeth	Appendix A-1
Program Name: Epiphany Residential Step Down	Funding Term: 07/01/22 – 06/30/23
	Funding Source: Federal SABG Discretionary

1. Identifiers:

Program Name: Epiphany Residential Step Down
 Program Address: 1615 Broderick
 City, State, ZIP: San Francisco, CA 94115
 Telephone: (415) 567-8370
 Fax: (415) 292-5531
 Website Address: TheEpiphanyCenter.org
 Contractor Address: 100 Masonic Avenue
 City, State, ZIP: San Francisco, CA 94118
 Person Completing this Narrative: Sister Betty Marie Dunkel – Executive Director
 Program Director-Carla Graham
 Alana Boyd—Assistant Program Director
 Telephone: (415) 567-8370
 Email Address: sisterbettymarie@theEpiphanyCenter.org
cgraham@theepiphanycenter.org
aboyd@theepiphanycenter.org
 Program Code(s): 38812

2. Nature of Document:

Original Contract Amendment Revision to Program Budgets (RPB)

3. Goal Statement:

The Epiphany Center Residential Step-Down Program serves woman-identified, with or without children, who have successfully completed a minimum of 30 days of a residential treatment program. The qualifying individuals will successfully complete the Epiphany Center Step Down application and intake process, and upon acceptance, will be provided a safe living space in which to grow in their recovery skills and goals to live independently. While residing in the Epiphany Center Residential Step-Down Program, it is required that clients will participate in recovery outpatient services. Step Down clients, regardless of race, religion or nationality, will receive Step Down Program supportive services for up to one year. Spanish speaking staff will be available as needed to assist with communication and program participation.

4. Target Population:

Anyone identifying as female, inclusive of all races and ethnicities, 18 years of age or older, with substance use problems, mental health issues, pregnant, parenting children 0-4 years, or without children, a resident of San Francisco, who has successfully completed at least 30 days of residential treatment, and in need of supportive transitional housing services are target population. Priority will be given to high-risk patient populations:

- a) Perinatal clients;
- b) Perinatal IV drug user;
- c) People defined as ‘high utilizers’;
- d) Other people on the SUD priority list for RSD

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

These modalities will be provided to **12 women** at any one time as our contract funds 12 beds. There is also a capacity for 10 children from 0-4 years of age.

Supportive Living Environment:

- 24-hour staffing;
- UA’s: random and upon suspicion

Contractor Name: Mt. St. Joseph-St. Elizabeth	Appendix A-1
Program Name: Epiphany Residential Step Down	Funding Term: 07/01/22 – 06/30/23
	Funding Source: Federal SABG Discretionary

- Weekly House Meetings; and,
- Maintain and observe self-administration of all medications.

6. Methodology:

Direct Client Services:

A. Outreach, recruitment, promotion, and advertisement:

Outreach: Epiphany Center Assistant Program Director or Intake Specialist will outreach to SF residential treatment programs to secure applications to the Epiphany Center Step Down Program, and publicize openings through the agency website, Facebook and notifications through DPH.

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

The Epiphany Step Down Admission, Enrollment and Intake Criteria and Process are as follows:

- Female-identified, 18 years of age and older, may be pregnant, without children, or with children 3 years or under at the time of admission, or be in the process of reunification with children 3 years or under.
- Primary substance use problems: Heroin, cocaine, methamphetamine, fentanyl, marijuana, alcohol, poly-drugs. Co-occurring mental health issues are expected.
- No physical disabilities which preclude participation in the program structure, and/or program activities.

All of the above criteria are ultimately determined by the staff according to all relative factors concerning the client involved. Services are terminated for both parent and child whenever there is evidence that the level of service does not meet the requirements of the Standards for Drug Treatment Programs and Federal Regulations, or the needs of the client. Services will also be terminated upon acts of violence or bringing drugs and/or paraphernalia on premises. At the time of discharge, when possible, clients have a discharge plan with appropriate referrals made to other programs.

C. Service delivery model

Epiphany Center's Residential Step-Down staff strive to provide a welcoming, compassionate Program with a focus on building strong, supportive relationships. The weekly House Meeting focuses on improving living together in transition from an intensive treatment program to a more independent living arrangement. House meetings may include reviewing house rules as well as addressing challenges developing amongst residents and the enhancement of systems to best address any issues that may become potentially problematic. Household routines and chores are a part of building a new lifestyle and giving to the community.

Each Step-Down resident must be actively involved in a job, volunteer work or in school or looking for employment to remain in the Step-Down program. Each Step-Down Client must also be actively engaged in Out-Patient Services. The Step-Down Manager assists each resident in developing and achieving goals.

Hours of Operation

The Epiphany Residential Step-Down program operates every day throughout the year, 24-hours per day.

Wrap-around Services

For mothers with infants and/or toddlers, the Epiphany Center provides therapeutic childcare, early intervention services for prenatal drug exposure, developmental assessments, a Pediatric Clinic, a

Children’s Mental Health Clinic and dyadic playgroups. Each child must be enrolled full-time in an early childhood program.

Participation in AA/NA meetings and Sponsor

Residents in the Step-Down Program must attend at least 3 AA/NA meetings a week with documentation and be actively involved with a Sponsor.

Residential Bed Capacity

The program has capacity for 12 adult women at any one time. There is also a capacity for 10 children from 0 to 4 years of age.

D. Discharge Planning and exit criteria and process

Discharge Planning

At Step-Down intake, the Epiphany Staff, meets with each resident to review all program rules, regulations and procedures. The one- year residential time frame is discussed and permanent housing options are extensively explored.

7. Objectives and Measurements

“All objectives, and descriptions of how objectives will be measured, are contained in the BHS document entitled BHS AOA Performance Objectives FY 22-23, which is located at www.sfdph.org/cdta.”

8. Continuous Quality Improvement:

Epiphany Center’s CQI activities include the following:

A. Achievement of Contract Performance Objectives

- The CQI Coordinator (Program Manager) assures that clients’ individualized Plans are reviewed and updated every 30 days to ensure that each woman is actively working towards full independence. The revised Plan is maintained in client’s file.

9. Required Language:

N/A

Contractor Name: Mt. St. Joseph-St. Elizabeth	Appendix A-2
Program Name: Epiphany Residential	Funding Term: 07/01/22– 06/30/23
	Funding Source: Federal SABG Discretionary, Federal SABG Perinatal Set-Aside, Federal Drug Medi-Cal FFP, Federal Perinatal Drug Medi-Cal FFP, State Perinatal Drug Medi-Cal, State General Fund (ODS Waiver), County General Fund

1. Identifiers:

Program Name: Epiphany Residential
 Program Address: 100 Masonic Avenue
 City, State, ZIP: San Francisco, CA 94118
 Telephone: (415) 567-8370
 Fax: (415) 292-5531
 Website Address: TheEpiphanyCenter.org
 Contractor Address: 100 Masonic Avenue
 City, State, ZIP: San Francisco, CA 94118
 Person Completing this Narrative: Sister Betty Marie Dunkel – Executive Director
 Carla Graham- Program Director
 Alana Boyd—Assistant Program Director
 Telephone: (415) 567-8370
 Email Address: sisterbettymarie@theEpiphanyCenter.org
cgraham@theepiphanycenter.org
aboyd@theepiphanycenter.org

Program Code(s): 3843NP

2. Nature of Document:

New Contract Amendment Revision to Program Budgets

3. Goal Statement:

Individuals identifying as female inclusive of all ethnicities, entering Epiphany Center’s residential drug treatment program will gain recovery skills and insight, strong parenting skills, and their young children will have positive developmental outcomes. The services will focus on the unique cultural and linguistic needs of any identifying female deemed medically eligible and admitted into treatment services.

4. Target Population:

The Target Population is adult woman-identified, inclusive of all races and ethnicities, over 18 with substance use challenges, mental health issues, who may be pregnant, and / or parenting children 0-3 years, or without children, and are residents of San Francisco and eligible for our program (ASAM Designated 3.1, 3.3, 3.5 Facility).

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

These modalities will be provided for 80 unduplicated clients in residential treatment.

- Individual and group sessions for 25 hours/week;
- Case Management;
- Crisis Intervention;
- Drug Education and Relapse Prevention information;
- Life skills training, e.g. cooking, household management;
- Parenting support;
- Referrals for housing or transitional programs (including step-down housing);
- Medication Assisted Treatment (MAT) referrals:

Contractor Name: Mt. St. Joseph-St. Elizabeth	Appendix A-2
Program Name: Epiphany Residential	Funding Term: 07/01/22– 06/30/23
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- Psychiatric Medication management and consultation;
- Referrals to: mental health, dental, vision, medical and perinatal, prenatal and postnatal services.

6. Methodology:

A. Outreach:

Intake Coordinator and Assistant Program Director do outreach to TAP and to partnering agencies when openings in the Program occur. The Epiphany Center partners with Child Welfare workers, Family Treatment Court, neighborhood health centers, SF County Jail, and Zuckerberg San Francisco General Hospital, Psychiatric Emergency Services and Hummingbird for referrals to the Epiphany Center. Clients of all ethnicities and cultures are also referred by Homeless Prenatal Program, detoxification programs, and other treatment programs.

B. Admission and Intake by Intake Coordinator / Clinician:

The Epiphany Center’s Admission, Enrollment and Intake Criteria, and Process are as follows:

- Adult women- identified (18 and over), of all races and populations, may be pregnant, without children, or with children under four years of age at the time of admission, or be in the process of reunification with children under 4 years of age.
- Primary substance use problems: Heroin, cocaine, methamphetamine, fentanyl, marijuana, alcohol, poly-drugs. Co-occurring mental health problems are expected.
- In cases of probation, or parole, the probation/parole officer must be notified and all parties formulate an agreeable contract prior to admission.
- No physical or psychiatric disabilities which preclude participation in the program structure and/or program activities.
- Individual seeking treatment must be willing to accept program rules and structural limitations prior to admission.
- Admission and intake contingent upon Program receiving authorization from TAP.

All of the above criteria are ultimately determined by the staff according to all relative factors concerning the client involved. Services are terminated for both parent and child whenever there is evidence that the level of service is incompatible with client’s needs and / or does not meet requirements of the Standards for Drug Treatment Programs and Federal Regulations. Services may also be terminated if: client brings drugs/paraphernalia on site or participates in an act of violence towards another. At the time of discharge, when possible, clients have a Discharge Plan with appropriate referrals to other programs.

C. Service Delivery Model

- Residential Treatment Services - As a State licensed facility, the Epiphany Residential Treatment Facility provides 24-hour care and supervision by Residential Treatment Counselors for women-identified and their young children. Epiphany Center staff strive to provide a welcoming, compassionate program with a focus on building strong, supportive relationships. The Epiphany Center has used evidence-based model, “Seeking Safety” for many years to promote trauma-informed services. Groups focus on building positive communication skills, growth in self-esteem, and solidifying lifelong recovery skills. Treatment services will be adapted as necessary to assure that the ethnic and cultural needs of each individual eligible and admitted to the Epiphany Residential Treatment Program are met.

Hours of Operation

- The Residential Treatment Facility is staffed every day throughout the year, 24 hours per day. The Treatment Program is maintained Monday-Friday 9:15 a.m. – 3:15 p.m.. Additional groups

Contractor Name: Mt. St. Joseph-St. Elizabeth	Appendix A-2
Program Name: Epiphany Residential	Funding Term: 07/01/22– 06/30/23
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are also run in the evenings.

Strategies for Service Delivery/Duration

- Residential treatment services are provided in an attractive, clean, trauma informed care environment that focuses on healing, building self-esteem and developing life skills. There is a predicable schedule and structure, clear guidelines for behavior, and women and children are treated with respect and dignity. Household routines and chores are part of building a new lifestyle and giving to the community. Clients learn or review basic housekeeping skills, money management and social/recreational skills, parenting skills, and building a positive support system in the community. Recovery, life skills, and parenting groups are held daily from 9:15 to 3:15. Clients also attend evening and weekend recovery support meetings to include: Alcoholics Anonymous (AA), Narcotics Anonymous (NA), Life Ring, Smart Recovery, Co-Dependents Anonymous (CODA) and Crystal Methamphetamine Anonymous (CMA).

Phases (Levels) of Treatment

- The following treatment levels (Level 1-Level 3) are stages of treatment in the Epiphany Residential Program:

Orientation / Level 1: Immediately upon intake, the Residential Coordinator and/or counselors provide orientation to the Residential Program and Resident Handbook guidelines. During this time the client also works with their intake clinician to arrange appointments for any medical, mental health, dental, legal, prenatal, mental health, or income needs. Transportation is provided.

Level 1 - The client attends Recovery and all other groups within the daily Treatment Schedule and participates in the residential groups and daily routine. She has support from staff to appointments for the first 0-30 days of TAP authorized treatment. She does not leave residence without staff support. Upon our receipt of medical eligibility (31 through 90+ days) client then progresses to the additional treatment phases:

Criteria to move to Level 2:

- Consistently meeting with outside therapist
- Connected with housing resources
- Attended all required groups consistently
- Has attended all groups with active participation
- Followed all guidelines as outlined in the Resident Handbook
- A Relapse Prevention Plan is in progress, works with recovery therapist 2x/week consistently;
- Attended the required three 12-step meetings (or other self-help group) per week in addition to 1 on-site H&I meeting per week;
- Completed and/or working towards treatment objectives and goals;
- Actively working with AA/NA Sponsor

Criteria to move to Level 3:

- Attends and actively participates in all required groups.
- Consistently working toward meeting treatment plan goals.
- Working towards completing Relapse Prevention Plan and consistently meeting with recovery therapist each week;
- Demonstrates openness and honesty in communication with peers in groups and in daily living

Contractor Name: Mt. St. Joseph-St. Elizabeth	Appendix A-2
Program Name: Epiphany Residential	Funding Term: 07/01/22– 06/30/23
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and not on a Behavioral Support Plan;

- Demonstrates consistent, responsible behavior in managing time for care of self and child, for household chores, for attendance at 12-step meetings
- Completes all treatment objectives for this Level.
- Continuation of consistent work with Sponsor, outside psychotherapist

Level 3 - During this phase the client is actively engaged in her Discharge Plan and is consistently utilizing tools for a strong recovery. Appropriate housing options have been identified and solidified. The client has worked with staff to complete: transferable skills assessment. Educational and vocational goals have been explored. Further, credit report has been reviewed. Finally, we have also embarked upon record expungement, if criminal convictions have occurred.

Following a planned discharge from the Epiphany Residential Program, the client may continue to use the Epiphany Childcare Center, the Pediatric Clinic, the Children’s Mental Health Clinic, the Family Enrichment Program, ‘Road to Resilience’, and the In-Home Services Program.

Wrap-around Services

For mothers with infants or toddlers, the Epiphany Center provides therapeutic childcare, early intervention services for prenatal drug exposure, developmental assessments, a Pediatric Clinic, and a Children’s Mental Health Clinic.

Residential Bed Capacity

The program is licensed for 26 beds, the contract funds 20 beds. The license also allows for up to 20 children 0 to 3.

Linkages

The agency has memoranda of understanding with many providers to provide mental health services, detox services, vocational and educational support, transitional housing, and health services. The following denote ongoing collaborations and referral partners:

- San Francisco City College, John Adams Campus for vocational and educational opportunities and JVS for vocational training;
- Casa de las Madres for domestic violence services;
- Infant Parent Program, UCSF for parent child therapy and staff consultation;
- Bayview Hunter’s Point, RAMS, Inc., Woman’s Inc., SOMA, Mission Mental Health, Trauma Recovery Center for mental health services;
- Maxine Hall, Zuckerberg San Francisco General, Haight Ashbury Clinic, Potrero Hill Health Center, Silver Family Health Center, Tom Waddell, Chinatown Public Health Center, Western Dental, UCSF for health and dental services;
- Dr. Mebine for Vision Services; and,
- Salvation Army Harbor Light Center and Joe Healy for Detoxification Services.

D. Discharge Planning and Exit Criteria

Discharge Planning

Upon a client’s completion of program (expiration of medical necessity), the recovery therapist meets with each woman to develop and document an individualized strategy that will assist her in maintaining a strong Relapse Prevention Plan. The discharge treatment planning process is inclusive of the goals identified in the Treatment Plan and includes referrals to appropriate resources. These

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referrals can include a step-down process to transitional living programs (including Step-Down Programs) or to stable housing.

After care

All former clients and graduates are invited to attend bi-annual (April and October) reunion dinners at the Epiphany Center. All former clients in good standing are also invited to attend H&I (Northern California Hospitals and Institutions Committee of Alcoholics Anonymous) weekly Recovery meetings conducted at Epiphany Center. They are also provided with a meal for themselves and their children as well as childcare during Recovery meeting.

E. Program Staffing

7. Objectives and Measurements:

All objectives, and descriptions of how objectives will be measured, are contained in the BHS document entitled [BHS Adult and Older Adult Performance Objectives FY 22-23](http://www.sfdph.org/cdta), located at www.sfdph.org/cdta.

8. Continuous Quality Improvement:

Epiphany Center's CQI activities include the following:

A. Achievement of Contract Performance Objectives

- The CQI Coordinator (Program Director) ensures that clients' treatment plans are reviewed and updated every 30 days to determine if the goals are met or continued.

B. Documentation of Quality and Internal Audits

- All client charts are reviewed by the CQI Coordinator or Program Director or Assistant Program Director for accuracy, ensuring that all required client information is documented, reported, and/or filed in client chart and on Avatar according to CBHS rules, policies, and procedures.
- The CQI Coordinator, Program Director or Assistant Program Director reviews client charts every month or as needed and informs staff of identified deficiencies and errors, and requests immediate correction and/or follow-up.
- The CQI Coordinator, Program Director or Assistant Program Director ensures that potential clients are assessed at intake using the Addiction Severity Index form (ASI) to determine substance abuse issues and need.
- The CQI Coordinator meets with Recovery Therapist weekly to ensure that all new clients have a treatment plan within 10 days of admission. All client treatment plans must address client issues with goals/objectives, presenting problems, target and duration period dates.

C. Measurement of Cultural Competency of Staff and Services

- Epiphany staff strive to match clients in diversity for race, ethnicity, sexual orientation, and recovery. We offer two cultural competency in-service trainings for staff each year along with on-line training options. Agency staff also attend cultural training workshops conducted by CBHS and other agencies.

D. Client Satisfaction

Contractor Name: Mt. St. Joseph-St. Elizabeth	Appendix A-2
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- The CQI /QA Coordinator conducts internal client satisfaction surveys on a quarterly basis. The staff reviews and discusses the survey results. The survey data results determine which program services need to be enhanced, improved, or deemed unnecessary. For those services or areas that need to be improved, the staff decides on an action plan for areas that need improvement, with a time frame of 30 days. If the area of improvement deals with staff performance, the QA coordinator outlines a corrective action plan, specifying areas of concern and a performance improvement objective plan for staff.
- Town hall meetings are held once a month on the first Thursday of the month. This is a forum where clients and staff come together to discuss issues or problems presented by the clients. The town hall meeting is facilitated by the clients and supported by staff. Some issues presented in the meeting are resolved in the meeting. Other issues are taken to the Multidisciplinary Team’s weekly meeting for discussion and resolution. The staff then informs the clients of the resolution offered by the team.

9. Required Language:
N/A.

Contractor Name: Mt. St. Joseph-St. Elizabeth	Appendix A-3
Program Name: Epiphany Family Treatment	Funding Term: 07/01/22 – 06/30/23
	Funding Source: MH CYF Fed SDMC FFP, MH CYF State 2011 PSR-EPSDT, MH CYF County GF

1. Identifiers:

Program Name: Epiphany Family Treatment (Mental Health)
 Program Address: 100 Masonic Avenue
 City, State, ZIP: San Francisco, CA 94118
 Telephone: (415) 567-8370
 Fax: (415) 292-5531
 Website Address: TheEpiphanyCenter.org

 Contractor Address: 100 Masonic Avenue
 City, State, ZIP: San Francisco, CA 94118
 Person Completing this Narrative: Sister Betty Marie Dunkel – Executive Director
 Alana Boyd –Assistant Program Director
 Telephone: (415) 567-8370
 Email Address: sisterbettymarie@theEpiphanyCenter.org
aboyd@theEpiphanyCenter.org

 Program Code(s): 38BN3

2. Nature of Document:

Original Contract Amendment Revision to Program Budgets (RPB)

3. Goal Statement:

The goal of the Epiphany Family Treatment Program (EFTP) is to strengthen family functioning, improve child mental health, early identification of emotional/ behavioral problems, reduce the risk of child abuse and neglect, and improve the parent-child relationship of individuals and families of all races and populations eligible for services, and are residents of San Francisco.

4. Target Population:

Infants, children, and adolescents 0 - 21 years of age of all races and populations whose functioning has been affected by parental substance abuse, separation due to out-of-home placement, are in the process of reunification, have experienced trauma, and other stressors on the family.

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

The modality is outpatient mental health services to children and their families that include developmental CANS clinical assessments and CANS treatment plans. The interventions include:

- Short-term (up to 1 year) Individual and family therapeutic services;
- Crisis intervention;
- Case management;
- Case conferences.

6. Methodology:**A. Outreach, recruitment, promotion, and advertisement**

The EFTP services are advertised at the San Francisco Public Library, the Talk Line, and other community resource lists. The EFTP partners with Early Head Start, other childcare centers, Homeless Prenatal Program, Family Treatment Court, Neighborhood Health Centers, the County Jail, and San Francisco General Hospital.

Contractor Name: Mt. St. Joseph-St. Elizabeth	Appendix A-3
Program Name: Epiphany Family Treatment	Contract Term: 07/01/22 – 06/30/23
	Funding Source: MH CYF Fed SDMC FFP, MH CYF State 2011 PSR-EPSDT, MH CYF County GF

B. Admission, enrollment and/or intake criteria

- Infants, children, and adolescents of all races and populations, between the ages of 0-21 at risk for, or have psychiatric problems, and receive SF Medical or Healthy Families insurance benefits, and meet EPSDT Medi-Cal eligibility; have an approved DSM V diagnosis, a significant impairment or deterioration in an important area of functioning.
- Clients are either in their parents' custody, foster care, relative care, or group homes or in the process of family reunification.
- No physical or psychiatric disabilities which preclude participation in the therapeutic services.
- Clients must be willing to attend regularly scheduled clinic sessions.

C. Service Delivery Model

The EFTP is located at 100 Masonic Avenue in the first floor office located adjacent to the main entrance of the building. Spaces include two play therapy rooms and individual offices for staff and interns that also accommodate family sessions.

The service delivery model includes:

- CANS Assessments that are formulated within 60 days of episode opening and reassessed every 6 months. Additionally, CANS Treatment Plans of Care that formulated within 60 days of episode opening and updated annually.
- A Documentation Compliance Check List between the clinician and supervisor to ensure that all documentation meets compliance requirements.
- All open clinical cases go through an initial PURQC process at 1 year. Three committee members from the clinic have expertise to enhance clinical decision making processes and suggest various evidence based practices. This process functions as a clinical consultation for clinical supervisors to make authorization decisions based on meaningful clinical information.
- All CANS Assessments and Treatment Plans of Care are done by Licensed Therapists or Post graduate interns trained and certified in their use.
- Weekly individual psychotherapy by Licensed Therapists or post graduate interns with weekly supervision.
- Collateral family therapy and psychoeducation and developmental guidance provided by therapists.

Service Delivery Model and Hours of Operation:

Individual and Family Therapeutic services are provided Monday- Friday between the hours of 8:00 a.m. and 6:00 p.m. when scheduled.

Strategies for Service Delivery/Duration:

- Therapists receive clinical training from BHS regarding how to work effectively with clients and how to engage clients and families; attend annual trainings on how to advance the development and of well-defined, culturally appropriate competencies for caregiver and youth engagement in the CANS Assessment and Treatment process;
- Therapists perform accurate CANS Assessments and are certified and recertified annually on the CANS assessments (CANS-2.0: 0-5 and the CANS-2.0 6-20 years);
- Therapists create achievable treatment plans with client goals and measurable objectives

Contractor Name: Mt. St. Joseph-St. Elizabeth	Appendix A-3
Program Name: Epiphany Family Treatment	Contract Term: 07/01/22 – 06/30/23
	Funding Source: MH CYF Fed SDMC FFP, MH CYF State 2011 PSR-EPSDT, MH CYF County GF

utilizing the CANS 0-18 Treatment Plan of Care

- Therapists monitor treatment goals, and review and problem solve with client/family progressing towards goal achievement;
- Regular schedule of reassessment and treatment goals are in line with BHS performance requirements. Clients are reassessed every six months from the date of Episode opening.
- Clients are discharged based on achievement of treatment goals and the decision of the PURQC committee.
- All open clinical cases go through an initial PURQC process at 1 year. This process functions as a clinical consultation for clinical supervisors to make authorization decisions based on meaningful clinical information and to determine discharge planning.

D. Exit Criteria and Discharge Planning

- Discharge Planning is based on Successful Completion of the therapy and agreed upon by client/family and therapist. Once agreed upon therapist spends the last month of therapy preparing the client/family for discharge. At the time of discharge a CANS Closing Summary is completed showing improved areas of functioning.
- If warranted client/family is referred to other types of community services, such as after school programs, tutoring, and interactive parenting classes.
- Therapist informs the client/family that it is possible to resume therapy if symptoms are such that they meet the criteria for medical necessity.
- Sometimes, discharge is based on the fact that client has moved to another county at which time, therapist works with the ACCESS team from the other county for a continuance of mental health services upon family request.

E. Program Staffing

- The Epiphany Family Treatment Program is staffed by three licensed therapists (FTE 1.15). The staff are well informed in trauma focused therapy and evidenced based practices for the target population. Three of the staff members, including the three licensed therapists comprise the Program Utilization Review Quality Committee (PURQC). This committee chooses to authorize and/or provide clinical recommendations concerning continued services, treatment directions or intensity of services. The committee utilizes the Documentation Compliance Check List proved by CBHS to ensure all documentation meets compliance.
- All of the therapists have clinical experience in providing direct clinical services with the target population and have been providing therapy at the EFTP for a minimum of two years. Each therapist is certified on the CANS 2-0 Assessments (0-5 and 6-20) and complies with all necessary deadlines for assessments and treatment plans of care. They also comply with training for quality assurance and HIPPA compliance. The staff use clinical tools and data from the CANS assessment to make meaningful clinical decision regarding treatment and discharge based on the clinicians' recommendations for discharge, and the families' wishes, while drawing on their expertise to make ethical decisions that are in the client's and families' best interests, and that meet quality assurance.

F. Exit Criteria and Discharge Planning

- Discharge Planning is based on Successful Completion of the therapy and agreed upon by client/family and therapist. Once agreed upon therapist spends the last month of therapy preparing the client/family for discharge. At the time of discharge a CANS Closing Summary is completed showing improved areas of functioning.
- If warranted client/family is referred to other types of community services, such as after

Contractor Name: Mt. St. Joseph-St. Elizabeth	Appendix A-3
Program Name: Epiphany Family Treatment	Contract Term: 07/01/22 – 06/30/23
	Funding Source: MH CYF Fed SDMC FFP, MH CYF State 2011 PSR-EPSDT, MH CYF County GF

school programs, tutoring, and interactive parenting classes.

- Therapist informs the client/family that it is possible to resume therapy if symptoms are such that they meet the criteria for medical necessity.
- Sometimes, discharge is based on the fact that client has moved to another county at which time, therapist works with the ACCESS team from the other county for a continuance of mental health services upon family request.

G. Program Staffing

- The Epiphany Family Treatment Program is staffed by three licensed therapists (FTE 1.15). The staff are well informed in trauma focused therapy and evidenced based practices for the target population. Three of the staff members, including the three licensed therapists comprise the Program Utilization Review Quality Committee (PURQC). This committee chooses to authorize and/or provide clinical recommendations concerning continued services, treatment directions or intensity of services. The committee utilizes the Documentation Compliance Check List proved by CBHS to ensure all documentation meets compliance.

7. Objectives and Measurements:

All objectives, and descriptions of how objectives will be measured, are contained in the BHS document entitled BHS Children, Youth and Families Performance Objectives FY 22-23 located at www.sfdph.org/cda.

8. Continuous Quality Improvement:

- All of the therapists have clinical experience in providing direct clinical services with the target population and have been providing therapy at the EFTP for a minimum of two years. Each therapist is certified on the CANS 2-0 Assessments (0-5 and 6-20) and complies with all necessary deadlines for assessments and treatment plans of care. They also comply with training for quality assurance and HIPPA compliance. The staff use clinical tools and data from the CANS assessment to make meaningful clinical decision regarding treatment and discharge based on the clinicians' recommendations for discharge, and the families' wishes, while drawing on their expertise to make ethical decisions that are in the client's and families' best interests, and that meet quality assurance.
- Therapists monitor treatment goals, and review and problem solve with client/family progressing towards goal achievement;
 - Regular schedule of reassessment and treatment goals are in line with BHS performance requirements. Clients are reassessed every six months from the date of Episode opening.
 - Clients are discharged based on achievement of treatment goals and the decision of the PURQC committee.
 - All open clinical cases go through an initial PURQC process at 1 year. This process functions as a clinical consultation for clinical supervisors to make authorization decisions based on meaningful clinical information and to determine discharge planning.

Contractor Name: Mt. St. Joseph-St. Elizabeth	Appendix A-3
Program Name: Epiphany Family Treatment	Contract Term: 07/01/22 – 06/30/23
	Funding Source: MH CYF Fed SDMC FFP, MH CYF State 2011 PSR-EPSDT, MH CYF County GF

- Regular schedule of reassessment and treatment goals are in line with BHS performance requirements. Clients are reassessed every six months from the date of Episode opening.
- Clients are discharged based on achievement of treatment goals and the decision of the PURQC committee.
- All open clinical cases go through an initial PURQC process at 1 year. This process functions as a clinical consultation for clinical supervisors to make authorization decisions based on meaningful clinical information and to determine discharge planning.

- **Monitoring for Achievement of Contract Performance Objectives**

The contract performance objectives are monitored jointly between BHS and the Clinical Director. Reports are sent to the Clinical Director that highlight the areas: certification on the CANS assessment; regularly scheduled super-user calls; initial assessment and treatment plans within a 30 business days of episode opening; reassessments; and treatment plans. The initial overall composite score obtained was 20 which indicated that program achieved between 90-100% of objective. The lowest score in the area of initial CANS improved to 100% of initial CANS in the last report.

- **Description of Internal Chart Quality Audit**

The Clinical Director attends all required CBHS contractor's meetings to ensure accurate mental health billing and client charts. The Clinical Director will utilize the Documentation Compliance Check List provided by Behavioral Health Services, Children, Youth and Families System of Care to ensure that all charts are current and ready for audit. The Clinical Director and interns attend all trainings on AVATAR and MYAVATAR and are certified and recertified annually on the CANS 2-0 (0-5 and 6-20 years) assessments to ensure meeting contract performance objectives. All CANS 2-0 assessments and Treatment plans are completed within the necessary time period. The Clinical Director carefully monitors all client charts monthly to ensure that all necessary consent forms are signed and in the chart as well as all signed treatment plans. Additionally, the Clinical Director monitors that all initial service authorization and reauthorization forms are submitted to the PURQC committee within the necessary time period. The PURQC committee also meets quarterly or as needed to discuss reauthorization of clients that may exceed one year of treatment to review current mental health status and the need for new treatment goals.

- **Cultural Competency of Staff and Services**

The Clinical Director attends annual training in the engagement in culturally appropriate competencies with youth and families. The Clinical Director also contributed to the development of a working document that outlines the engagement of culturally appropriate competencies. Her contribution was used as a comprehensive model of excellence at previous trainings with CBHS.

- **Client Satisfaction**

All client satisfaction surveys have been completed by clients with a success rate of 95 to 100%. All data from the surveys have consistently demonstrated commendable client satisfaction that exceeds standards. The clinic staff use the data to ensure compliance with standards.

- **CANS measurement analysis**

The Clinical Director works with CBHS on an Agency Clinic Formulation to identify promising intervention practices which demonstrate that children experience meaningful improvement based on the CANS assessment and Treatment Plan of Care. The Clinic Formulation is then analyzed and compared to other county-wide agencies to improve local expertise and system outcomes for children in San Francisco County.

Contractor Name: Mt. St. Joseph-St. Elizabeth	Appendix A-3
Program Name: Epiphany Family Treatment	Contract Term: 07/01/22 – 06/30/23
	Funding Source: MH CYF Fed SDMC FFP, MH CYF State 2011 PSR-EPSDT, MH CYF County GF

9. Required Language:

The program will comply with daily bed count reporting as requested by the county.

Appendix B Calculation of Charges

1. Method of Payment

A. Invoices furnished by CONTRACTOR under this Agreement must be in a form acceptable to the Contract Administrator and the CONTROLLER and must include the Contract Progress Payment Authorization number or Contract Purchase Number. All amounts paid by CITY to CONTRACTOR shall be subject to audit by CITY. The CITY shall make monthly payments as described below. Such payments shall not exceed those amounts stated in and shall be in accordance with the provisions of Section 3.1.1, COMPENSATION, of this Agreement.

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

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

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

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

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

B. Final Closing Invoice

(1) Fee For Service Reimbursement:

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

(2) Cost Reimbursement:

A final closing invoice, clearly marked "FINAL," shall be submitted no later than forty-five (45) calendar days following the closing date of each fiscal year of the Agreement, and shall include only

those costs incurred during the referenced period of performance. If costs are not invoiced during this period, all unexpended funding set aside for this Agreement will revert to CITY.

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

2. Program Budgets and Final Invoice

A. Program is listed below:

Appendix B-1 Epiphany Residential Step-Down

Appendix B-2 Epiphany Residential

Appendix B-3 Epiphany Family Treatment (Outpatient Therapeutic Treatment)

B. Compensation

Compensation shall be made in monthly payments on or before the 30th day after the DIRECTOR, in his or her sole discretion, has approved the invoice submitted by CONTRACTOR. The breakdown of costs and sources of revenue associated with this Agreement appears in Appendix B, Cost Reporting/Data Collection (CR/DC) and Program Budget, attached hereto and incorporated by reference as though fully set forth herein. The maximum dollar obligation of the CITY under the terms of this Agreement shall not exceed **Twenty Million Five Hundred Forty-One Thousand, Sixty-One Dollars (\$20,541,061)** for the period of **January 1, 2018 through June 30, 2027**.

CONTRACTOR understands that, of this maximum dollar obligation, **\$1,214,834** is included as a contingency amount and is neither to be used in Appendix B, Budget, or available to CONTRACTOR without a modification to this Agreement executed in the same manner as this Agreement or a revision to Appendix B, Budget, which has been approved by the Director of Health. CONTRACTOR further understands that no payment of any portion of this contingency amount will be made unless and until such modification or budget revision has been fully approved and executed in accordance with applicable CITY and Department of Public Health laws, regulations and policies/procedures and certification as to the availability of funds by the Controller. CONTRACTOR agrees to fully comply with these laws, regulations, and policies/procedures.

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

(2) CONTRACTOR understands that, of the maximum dollar obligation stated above, the total amount to be used in Appendix B, Budget and available to CONTRACTOR for the entire term of the contract is as follows, notwithstanding that for each fiscal year, the amount to be used in Appendix B, Budget and available to CONTRACTOR for that fiscal year shall conform with the Appendix A, Description of Services, and 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.

January 1, 2018	through	June 30, 2018	\$ 394,791
July 1, 2018	through	June 30, 2019	\$ 1,150,946
July 1, 2019	through	June 30, 2020	\$ 1,527,984
July 1, 2020	through	June 30, 2021	\$ 1,837,063
FY 2020-21 CODB & MCO funding (DV)			\$ 53,620
July 1, 2021	through	June 30, 2022	\$1,945,889
July 1, 2022	through	June 30, 2023	\$2,292,318
July 1, 2023	through	June 30, 2024	\$2,384,011
July 1, 2024	through	June 30, 2025	\$2,479,371
July 1, 2025	through	June 30, 2026	\$2,578,546
July 1, 2026	through	June 30, 2027	\$2,681,688
Subtotal			\$19,326,227
Contingency			\$ 1,214,834
TOTAL			\$20,541,061

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

3. Services of Attorneys

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

4. State or Federal Medi-Cal Revenues

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

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

5. Reports and Services

No costs or charges shall be incurred under this Agreement, nor shall any payments become due to CONTRACTOR until reports, SERVICES, or both, required under this Agreement are received from CONTRACTOR and approved by the DIRECTOR as being in accordance with this Agreement. CITY

may 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	01121			Appendix B, Page 1	
Contractor Name	Mount St. Joseph-St. Elizabeth			Fiscal Year	2022-2023
Contract ID	100007730			Funding Notification Date	09/15/22
Appendix Number	B-1	B-2	B-3		
Provider Number	383881	383843	38BN		
Program Name	Epiphany Residential Step-Down	Epiphany Residential	Epiphany Family Treatment		
Program Code	38812	3843NP	38BN3		
Funding Term	07/01/22-06/30/23	07/01/22-06/30/23	07/01/22-06/30/23		
FUNDING USES					TOTAL
Salaries	\$ 196,594	\$ 859,320	\$ 173,935		\$ 1,229,849
Employee Benefits	\$ 21,822	\$ 95,385	\$ 16,357		\$ 133,564
Subtotal Salaries & Employee Benefits	\$ 218,416	\$ 954,705	\$ 190,292		\$ 1,363,413
Operating Expenses	\$ 76,000	\$ 383,135	\$ 1,913		\$ 461,048
Capital Expenses					\$ -
Subtotal Direct Expenses	\$ 294,416	\$ 1,337,840	\$ 192,205		\$ 1,824,461
Indirect Expenses	\$ 40,793	\$ 185,959	\$ 26,717		\$ 253,469
Indirect %	13.9%	13.9%	13.9%		13.9%
TOTAL FUNDING USES	\$ 335,209	\$ 1,523,799	\$ 218,921		\$ 2,077,930
				Employee Fringe Benefit %	10.90%
BHS SUD FUNDING SOURCES					
Federal SABG Discretionary, CFDA 93.959	\$ 310,000	\$ 410,000			\$ 720,000
Federal SABG Perinatal Set-Aside, CFDA 93.959		\$ 136,481			\$ 136,481
Federal Drug Medi-Cal FFP, CFDA 93.778		\$ 288,958			\$ 288,958
Federal Perinatal Drug Medi-Cal FFP, CFDA 93.778		\$ 39,674			\$ 39,674
State Perinatal Drug Medi-Cal		\$ 21,362			\$ 21,362
State General Fund (ODS Waiver)		\$ 155,594			\$ 155,594
County General Fund	\$ 25,209	\$ 471,730			\$ 496,939
TOTAL BHS SUD FUNDING SOURCES	\$ 335,209	\$ 1,523,799	\$ -		\$ 1,859,008
OTHER DPH FUNDING SOURCES					
MH CYF Fed SDMC FFP (50%)			\$ 92,500		\$ 92,500
MH CYF State 2011 PSR-EPSDT			\$ 89,500		\$ 89,500
MH CYF County General Fund			\$ 36,921		\$ 36,921
	\$ -				
TOTAL DPH FUNDING SOURCES	\$ 335,209	\$ 1,523,799	\$ 218,921		\$ 2,077,929
TOTAL FUNDING SOURCES (DPH AND NON-DPH)	\$ 335,209	\$ 1,523,799	\$ 218,921		\$ 2,077,929

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

DHCS Legal Entity Number		01121		Appendix Number		B-1	
Provider Name		Mount St. Joseph - St. Elizabeth		Page Number		1	
Provider Number		383881		Fiscal Year		2022-2023	
Contract ID		1000007730		Funding Notification Date		09/15/22	
383881		Epiphany Residential Step-Down					
Program Code		38812					
Mode/SFC (MH) or Modality (SUD)		Res 59					
Service Description		ODS Recovery Residence					
Funding Term		07/01/22-06/30/23					
FUNDING USES						TOTAL	
Salaries & Employee Benefits		\$ 218,416				\$ 218,416	
Operating Expenses		\$ 76,000				\$ 76,000	
Capital Expenses						\$ -	
Subtotal Direct Expenses		\$ 294,416				\$ 294,416	
Indirect Expenses		\$ 40,793				\$ 40,793	
Indirect %		13.9%				13.9%	
TOTAL FUNDING USES		\$ 335,209				\$ 335,209	
BHS SUD FUNDING SOURCES				Dept-Auth-Proj-Activity			
Federal SABG Discretionary, CFDA 93.959		240646-10000-10001681-0003		\$ 310,000		\$ 310,000	
County General Fund		240646-10000-10001681-0003		\$ 25,209		\$ 25,209	
						\$ -	
TOTAL BHS SUD FUNDING SOURCES		\$ 335,209				\$ 335,209	
TOTAL DPH FUNDING SOURCES		\$ 335,209				\$ 335,209	
TOTAL FUNDING SOURCES (DPH AND NON-DPH)		335,209				335,209	
BHS UNITS OF SERVICE AND UNIT COST							
Number of Beds Purchased		12					
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		3,504					
Unit Type		Bed Days					
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES ONLY)		\$ 95.66					
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)		\$ 95.66					
Published Rate (Medi-Cal Providers Only)		\$ 95.66					
Unduplicated Clients (UDC)		17				Total UDC	
						17	

Appendix B - DPH 3: Salaries & Employee Benefits Detail

Contract ID <u>100007730</u>	Appendix Number <u>B-1</u>
Program Name <u>Epiphany Residential Step-Down</u>	Page Number <u>2</u>
Program Code <u>38812</u>	Fiscal Year <u>2022-2023</u>
	Funding Notification Date <u>09/15/22</u>

	TOTAL	240646-10000- 10001681-0003		
Funding Term	07/01/22-06/30/23	07/01/22-06/30/23		
Position Title	FTE	Salaries	FTE	Salaries
Program Assistant	0.10	6,760	0.10	6,760
Step Down Manager	0.83	55,882	0.83	55,882
Counselors	2.75	133,952	2.75	133,952
Totals:	3.68	196,594	3.68	196,594

Employee Benefits:	11.10%	21,822	11.10%	21,822			
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TOTAL SALARIES & BENEFITS	218,416	218,416		
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Appendix B - DPH 4: Operating Expenses Detail

Contract ID <u>1000007730</u>		Appendix Number <u>B-1</u>	
Program Name <u>Epiphany Residential Step-Down</u>		Page Number <u>3</u>	
Program Code <u>38812</u>		Fiscal Year <u>2022-2023</u>	
		Funding Notification Date <u>09/15/22</u>	
Expense Categories & Line Items	TOTAL	240646-10000-10001681-0003	
Funding Term	07/01/22-06/30/23	07/01/22-06/30/23	
Rent	60,000	60,000	
Utilities	5,000	5,000	
Building Repair/Maintenance	3,000	3,000	
Occupancy Total:	68,000	68,000	
Computer Hardware/Software	3,000	3,000	
Materials & Supplies Total:	3,000	3,000	
Insurance	5,000	5,000	
General Operating Total:	5,000	5,000	
TOTAL OPERATING EXPENSE	76,000	76,000	

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

DHCS Legal Entity Number		01121			Appendix Number		B-2		
Provider Name		Mount St. Joseph - St. Elizabeth			Page Number		1		
Provider Number		383843			Fiscal Year		2022-2023		
Contract ID		1000007730			Funding Notification Date		09/15/22		
Program Name		Epiphany Residential							
Program Code		3843NP	3843NP	3843NP					
Mode/SFC (MH) or Modality (SUD)		ODS-112	Res-58-1	Res-58					
Service Description		ODS Residential 3.1	ODS Room & Board, Residential Treatment (Perinatal Only)	ODS Room & Board, Residential Treatment					
Funding Term:		07/01/22-06/30/23	07/01/22-06/30/23	07/01/22-06/30/23					
FUNDING USES					TOTAL				
Salaries & Employee Benefits		323,367	157,673	473,665	954,705				
Operating Expenses		230,468	38,129	114,538	383,135				
Capital Expenses					-				
Subtotal Direct Expenses		553,835	195,802	588,203	- 1,337,840				
Indirect Expenses		76,983	27,216	81,760	185,959				
TOTAL FUNDING USES		630,818	223,018	669,963	- 1,523,799				
BHS SUD FUNDING SOURCES		Dept-Auth-Proj-Activity							
Federal SABG Discretionary, CFDA 93.959		240646-10000-10001681-0003		410,000	410,000				
Federal SABG Perinatal Set-Aside, CFDA 93.959		240646-10000-10001681-0003		136,481	136,481				
Federal Drug Medi-Cal FFP, CFDA 93.778		240646-10000-10001681-0003	288,958		288,958				
Federal Perinatal Drug Medi-Cal FFP, CFDA 93.778		240646-10000-10001681-0003	39,674		39,674				
State Perinatal Drug Medi-Cal		240646-10000-10001681-0003	21,362		21,362				
State General Fund (ODS Waiver)		240646-10000-10001681-0003	155,594		155,594				
County General Fund		240646-10000-10001681-0003	125,230	86,537	259,963	471,730			
					-				
TOTAL BHS SUD FUNDING SOURCES			630,818	223,018	669,963	- 1,523,799			
TOTAL DPH FUNDING SOURCES			630,818	223,018	669,963	- 1,523,799			
TOTAL FUNDING SOURCES (DPH AND NON-DPH)			630,818	223,018	669,963	- 1,523,799			
BHS UNITS OF SERVICE AND UNIT COST									
Number of Beds Purchased				5	15				
SUD Only - Number of Outpatient Group Counseling Sessions									
SUD Only - Licensed Capacity for Narcotic Treatment Programs									
Payment Method		Cost Reimbursement (CR)	Cost Reimbursement (CR)	Cost Reimbursement (CR)					
DPH Units of Service		5,840	1,459	4,381					
Unit Type		Day	Bed Days	Bed Days					
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only)		108.02	152.91	152.91					
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)		108.02	152.91	152.91					
Published Rate (Medi-Cal Providers Only)		108.02	152.91	152.91					
Unduplicated Clients (UDC)		80	20	60	Total UDC 80				

Appendix B - DPH 3: Salaries & Employee Benefits Detail

Contract ID	1000007730	Appendix Number	B-2
Program Name	Epiphany Residential	Page Number	2
Program Codes	3843NP	Fiscal Year	2022-2023
		Funding Notification Date	09/15/22

	TOTAL		240646-10000-10001681-0003 ODS 112		240646-10000-10001681-0003 Res-58-1		240646-10000-10001681-0003 Res-58			
Funding Term	07/01/22-06/30/23		07/01/22-06/30/23		07/01/22-06/30/23		07/01/22-06/30/23			
Position Title	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries
Program Assistant	0.60	40,856	0.60	40,856						
Residential Coordinator	0.92	77,917			0.23	19,459	0.69	58,458		
Nurse Practitioner	0.19	21,902	0.19	21,902						
Counselors	9.23	460,941			2.31	115,118	6.93	345,823		
Intake Clinician	2.00	135,200	2.00	135,200						
Licensed Psychologist	0.05	14,277	0.05	14,277						
Licensed Clinical Social Worker	0.15	13,304	0.15	13,304						
Recovery Therapist	0.90	65,520	0.90	65,520						
Transportation Staff	0.59	29,403			0.15	7,343	0.44	22,060		
Totals:	14.63	859,320	3.89	291,059	2.68	141,920	8.06	426,341		

Employee Benefits:	11.1%	95,385	11.1%	32,308	11.1%	15,753	11.1%	47,324		
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TOTAL SALARIES & BENEFITS		954,705		323,367		157,673		473,665		
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Appendix B - DPH 4: Operating Expenses Detail

Contract ID <u>1000007730</u>		Appendix Number <u>B-2</u>				
Program Name <u>Epiphany Residential</u>		Page Number <u>3</u>				
Program Codes <u>3843NP</u>		Fiscal Year <u>2022-2023</u>				
		Funding Notification Date <u>09/15/22</u>				
Expense Categories & Line Items	TOTAL	240646-10000-10001681-0003 ODS-112	240646-10000-10001681-0003 Res-58-1	240646-10000-10001681-0003 Res-58		
Funding Term	07/01/22-06/30/23	07/01/22-06/30/23	07/01/22-06/30/23	07/01/22-06/30/23		
Security	5,000		1,249	3,751		
Utilities	17,377	3,000	3,591	10,786		
Building Repair/Maintenance	72,856	22,538	12,567	37,751		
Occupancy Total:	95,233	25,538	17,407	52,288	-	-
Office Supplies	2,000	1,000	250	750		
Computer Hardware/Software	30,000	21,000	2,248	6,752		
IT Maintenance and Software	11,472		2,865	8,607		
	-					
Materials & Supplies Total:	43,472	22,000	5,363	16,109	-	-
Training/Staff Development	2,000	1,000	250	750		
Insurance	49,180	19,180	7,492	22,508		
	-					
General Operating Total:	51,180	20,180	7,742	23,258	-	-
Local Travel	5,500		1,374	4,126		
	-					
	-					
Staff Travel Total:	5,500	-	1,374	4,126	-	-
John Kolenda, Licensed Acupuncturist \$245/day x 5 days. X 48 weeks	58,800	58,800				
Amy Yang, MD, Medical Director \$275/hour x 6 hr/wk x 48 wks	79,200	79,200				
Catherine Villamajor, Therapist \$110/hr x 4.5 hrs/wk x 50	24,750	24,750				
	-					
Consultant/Subcontractor Total:	162,750	162,750	-	-	-	-
Other (provide detail):	-					
Client food	20,000		4,994	15,006		
Client related expenditures	5,000		1,249	3,751		
Other Total:	25,000	-	6,243	18,757	-	-
TOTAL OPERATING EXPENSE	383,135	230,468	38,129	114,538	-	-

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

DHCS Legal Entity Number 01121		Appendix Number B-3	
Provider Name Mount St. Joseph - St. Elizabeth		Page Number 1	
Provider Number 38BN		Fiscal Year 2022-2023	
Contract ID 1000007730		Funding Notification Date 09/15/22	
Program Name		Epiphany Family Treatment (Outpatient Therapeutic Treatment)	
Program Code	38BN3	38BN3	
Mode/SFC (MH) or Modality (SUD)	15/10-57, 59	15/01-09	
Service Description	OP-MH Svcs	OP-Case Mgt Brokerage	
Funding Term	07/01/22-06/30/23	07/01/22-06/30/23	
			TOTAL
FUNDING USES			
Salaries & Employee Benefits	185,584	4,708	190,292
Operating Expenses	1,803	110	1,913
Capital Expenses			-
Subtotal Direct Expenses	187,387	4,818	-
Indirect Expenses	26,047	670	26,717
TOTAL FUNDING USES	213,434	5,487	-
BHS MH FUNDING SOURCES			
	Dept-Auth-Proj-Activity		
MH CYF Fed SDMC FFP (50%)	251962-10000-10001670-0001	92,500	92,500
MH CYF State 2011 PSR-EPSDT	251962-10000-10001670-0001	89,500	89,500
MH CYF County General Fund	251962-10000-10001670-0001	31,434	5,487
TOTAL BHS MENTAL HEALTH FUNDING SOURCES	213,434	5,487	-
TOTAL DPH FUNDING SOURCES	213,434	5,487	-
NON-DPH FUNDING SOURCES			
			-
TOTAL NON-DPH FUNDING SOURCES	-	-	-
TOTAL FUNDING SOURCES (DPH AND NON-DPH)	213,434	5,487	-
BHS UNITS OF SERVICE AND UNIT COST			
Number of Beds Purchased			
SUD Only - Number of Outpatient Group Counseling Sessions			
SUD Only - Licensed Capacity for Narcotic Treatment Programs			
Payment Method	Fee-For-Service (FFS)	Fee-For-Service (FFS)	
DPH Units of Service	58,000	1,500	
Unit Type	Staff Minutes	Staff Minutes	
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only)	3.68	3.66	
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)	3.68	3.66	
Published Rate (Medi-Cal Providers Only)	3.68	3.66	
Unduplicated Clients (UDC)	20		Total UDC
			20

Appendix B - DPH 3: Salaries & Employee Benefits Detail

Contract ID	<u>100007730</u>	Appendix Number	<u>B-3</u>
Program Name	<u>Epiphany Family Treatment (Outpatient Therapeutic Treatment)</u>	Page Number	<u>2</u>
Program Code	<u>38BN3</u>	Fiscal Year	<u>2022-2023</u>
		Funding Notification Date	<u>09/15/22</u>

	TOTAL		251962-10000-10001670-0001					
Funding Term	07/01/22-06/30/23		07/01/22-06/30/23					
Position Title	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries
Licensed Clinical Social Worker	0.15	17,910	0.15	17,910				
Licensed Clinical Social Worker	0.84	77,455	0.84	77,455				
Clinical Director/Licensed Psychologist	0.14	78,570	0.14	78,570				
		-						
		-						
Totals:	1.13	173,935	1.13	173,935				

Employee Benefits:	9.40%	16,357	9.40%	16,357				
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TOTAL SALARIES & BENEFITS		190,292		190,292				
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Appendix B - DPH 4: Operating Expenses Detail

Contract ID <u>100007730</u>		Appendix Number <u>B-3</u>		
Program Name <u>Epiphany Family Treatment (Outpatient Therapeutic Treatment)</u>		Page Number <u>3</u>		
Program Code <u>38BN3</u>		Fiscal Year <u>2022-2023</u>		
		Funding Notification Date <u>09/15/22</u>		
Expense Categories & Line Items	TOTAL	251962-10000-10001670-0001		
Funding Term	07/01/22-06/30/23	07/01/22-06/30/23		
Computer Hardware/Software	1,913	1,913		
	-			
Materials & Supplies Total:	1,913	1,913		
TOTAL OPERATING EXPENSE				
	1,913	1,913		

Appendix B - DPH 6: Contract-Wide Indirect Detail

Contractor Name	Mount St. Joseph-St. Elizabeth	Page Number	1
Contract ID	1000007730	Fiscal Year	2022-2023
		Funding Notification Date	10/16/20
1. SALARIES & EMPLOYEE BENEFITS			
	Position Title	FTE	Amount
	Executive Director	0.15	19,800
	Controller	0.15	16,200
	Human Resources Director	0.25	23,920
	Human Resources Assistant	0.10	4,992
	Receptionist	0.44	17,650
	Maintenance Manager	0.70	56,700
	Maintenance Assistant	0.70	36,968
	Maintenance Assistant	0.70	35,090
	Counselors		4,528
		Subtotal:	3.19 215,847
		Employee Benefits:	11.1% 23,959
	Total Salaries and Employee Benefits:		239,807
2. OPERATING COSTS			
	Expenses (Use expense account name in the ledger.)		Amount
	Payroll, HR and Accounting software		6,000
	Recruitment		6,462
	Insurance		1,200
	Total Operating Costs		13,662
	Total Indirect Costs		253,469

APPENDIX D

Data Access and Sharing Terms

Article 1 Access

1.1 Revision to Scope of Access (RSA):

Any added access may be granted by the City to Agency and each Agency Data User through a Revision to Scope of Access in writing and executed by both parties. Any Revision to Scope of Access shall be considered a part of and incorporated into this Agreement, governed by all its terms, by reference.

1.2 Primary and Alternate Agency Site Administrator.

Before System(s) access is granted, Agency must appoint a primary and alternate Agency Site Administrator responsible for System(s) access tasks, including but not limited to the following:

1.2.1 Completing and obtaining City approval of the Account Provisioning Request documents and/or Data Set Request documents;

1.2.2 Communicating with the SFDPH IT Service Desk;

1.2.3 Providing Agency Data User(s) details to the City;

1.2.4 Ensuring that Agency Data User(s) complete required SFDPH trainings annually;

1.2.5 Ensuring that Agency Data User(s) understand and execute SFDPH's data access confidentiality agreement; and

1.2.6 Provisioning and deprovisioning Agency Data Users as detailed herein. To start the process, the Agency Site Administrator must contact the SFDPH IT Service Desk at 628-206-7378, dph.helpdesk@sfdph.org.

1.3 SFDPH IT Service Desk.

For new provisioning requests, only Agency Site Administrators are authorized to contact the SFDPH IT Service Desk. The City reserves the right to decline any call placed by other than the Agency Site Administrator. Individual Agency Data Users are not authorized to contact the SFDPH IT Service Desk.

1.4 Deprovisioning Schedule.

Agency, through the Agency Site Administrator, has sole responsibility to deprovision Agency Data Users from the System(s) as appropriate on an ongoing basis. Agency must immediately deprovision an Agency Data User upon any event ending that Data User's need to access the System(s), including job duty change and/or termination. Agency remains liable for the conduct of Agency Data Users until deprovisioned. When deprovisioning employees via the SFDPH IT Service Desk, Agency must maintain evidence that the SFDPH IT Service Desk was notified.

1.5 Active Directory.

Agency Data Users will need an SFDPH Active Directory account in order to access each System(s). These Active Directory Accounts will be created as part of the provisioning process.

1.6 Role Based Access.

Each Agency Data User's access to the System(s) will be role-based and access is limited to that necessary for treatment, payment, and health care operations. The City will assign Agency Data User roles upon provisioning and reserves the right to deny, revoke, limit, or modify Agency Data User's access acting in its sole discretion.

1.7 Training Requirements.

Before System(s) access is granted, and annually thereafter, each Agency Data User must complete SFDPH compliance, privacy, and security training. Agency must maintain written records evidencing such annual training for each Agency Data User and provide copies upon request to the City. For questions about how to complete SFDPH's compliance, privacy, and security training, contact Compliance.Privacy@sfdph.org, (855) 729-6040.

Before Agency Data User first access to System(s), system-specific training must be completed. For training information, Agency Site Administrator may contact the SFDPH IT Service Desk,

1.8 Agency Data User Confidentiality Agreement.

Before System(s) access is granted, as part of SFDPH's compliance, privacy, and security training, each Agency Data User must complete SFDPH's individual user confidentiality, data security and electronic signature agreement form. The agreement must be renewed annually.

1.9 Corrective Action.

Agency shall take corrective action, including but not limited to termination and/or suspension of any System(s) access by any Agency Data User who acts in violation of this Agreement and/or applicable regulatory requirements.

1.10 User ID and Password.

Each Agency Data User will be assigned or create a User ID and password. Agency and each Agency Data User shall protect the confidentiality of User IDs and passwords and shall not divulge them to any other person(s). Agency is responsible for the security of the User IDs and passwords issued to or created by Agency Data Users and is liable for any misuse.

1.11 Notification of Compromised Password.

In the event that a password assigned to or created by an Agency Data User is compromised or disclosed to a person other than the Agency Data User, Agency shall upon learning of the compromised password immediately notify the City, at Compliance.Privacy@sfdph.org, (855) 729-6040. Agency is liable for any such misuse. Agency's failure to monitor each Agency Data User's ID and/or password use shall provide grounds for the City to terminate and/or limit Agency's System(s) access.

1.12 Multi Factor Authentication.

Agency and each Agency Data User must use multi-factor authentication as directed by the City to access the System(s).

1.13 Qualified Personnel.

Agency shall allow only qualified personnel under Agency's direct supervision to act as Agency Data Users with access to the System(s).

1.14 Workstation/Laptop encryption.

All workstations and laptops that process and/or store City Data must be encrypted using a current industry standard algorithm. The encryption solution must be full disk unless approved by the SFDPH Information Security Office.

1.15 Server Security.

Servers containing unencrypted City Data must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.

1.16 Removable media devices.

All electronic files that contain City Data must be encrypted using a current industry standard algorithm when stored on any removable media or portable device (i.e. USB thumb drives, CD/DVD, smart devices tapes etc.).

1.17 Antivirus software.

All workstations, laptops and other systems that process and/or store City Data must install and actively use a comprehensive anti-virus software solution with automatic updates scheduled at least daily.

1.18 Patch Management.

All workstations, laptops and other systems that process and/or store City Data must have operating system and application security patches applied, with system reboot if necessary. There must be a documented patch management process that determines installation timeframe based on risk assessment and vendor recommendations.

1.19 System Timeout.

The system must provide an automatic timeout, requiring reauthentication of the user session after no more than 20 minutes of inactivity.

1.20 Warning Banners.

All systems containing City Data must display a warning banner each time a user attempts access, stating that data is confidential, systems are logged, and system use is for business purposes only. User must be directed to log off the system if they do not agree with these requirements.

1.21 Transmission encryption.

All data transmissions of City Data outside the Agency's secure internal network must be encrypted using a current industry standard algorithm. Encryption can be end to end at the network level, or the data files containing City Data can be encrypted. This requirement pertains to any type of City Data in motion such as website access, file transfer, and e-mail.

1.22 No Faxing/Mailing.

City Data may not be faxed or mailed.

1.23 Intrusion Detection.

All systems involved in accessing, holding, transporting, and protecting City Data that are accessible via the Internet must be protected by a comprehensive intrusion detection and prevention solution.

of the City.

1.24 Security of PHI.

Agency is solely responsible for maintaining data security policies and procedures, consistent with those of the City that will adequately safeguard the City Data and the System. Upon request, Agency will provide such security policies and procedures to the City. The City may examine annually, or in response to a security or privacy incident, Agency's facilities, computers, privacy and security policies and procedures and related records as may be necessary to be assured that Agency is in compliance with the terms of this Agreement, and as applicable HIPAA, the HITECH Act, and other federal and state privacy and security laws and regulations. Such examination will occur at a mutually acceptable time agreed upon by the parties but no later than ten (10) business days of Agency's receipt of the request.

1.25 Data Security and City Data

Agency shall provide security for its networks and all internet connections consistent with industry best practices, and will promptly install all patches, fixes, upgrades, updates and new versions of any security software it employs. For information disclosed in electronic form, Agency agrees that appropriate safeguards include electronic barriers (e.g., "firewalls", Transport Layer Security (TLS), Secure Socket Layer [SSL] encryption, or most current industry standard encryption, intrusion prevention/detection or similar barriers).

1.26 Data Privacy and Information Security Program.

Without limiting Agency's obligation of confidentiality as further described herein, Agency shall be responsible for establishing and maintaining a data privacy and information security program, including physical, technical, administrative, and organizational safeguards, that is designed to: (i) ensure the security and confidentiality of the City Data; (ii) protect against any anticipated threats or hazards to the security or integrity of the City Data; (iii) protect against unauthorized disclosure, access to, or use of the City Data; (iv) ensure the proper disposal of City Data; and, (v) ensure that all of Agency's employees, agents, and subcontractors, if any, comply with all of the foregoing. In no case shall the safeguards of Agency's data privacy and information security program be less stringent than the safeguards and standards recommended by the National Institute of Standards and Technology (NIST) Cybersecurity Framework and the Health Information Technology for Economic and Clinical Health Act (HITECH).

1.27 Disaster Recovery.

Agency must establish a documented plan to protect the security of electronic City Data in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this agreement for more than 24 hours.

1.28 Supervision of Data.

City Data in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information is not being observed by an Agency Data User authorized to access the information. City Data in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in baggage on commercial airplanes.

1.29 As Is Access.

The City provides Agency and each Agency Data User with System(s) access on an "as is" basis with no guarantee as to uptime, accessibility, or usefulness. To the fullest extent permissible by applicable law, the City disclaims all warranties, express or implied, including, without limitation, implied warranties of merchantability, fitness for a particular purpose, title and non-infringement.

1.30 No Technical or Administrative Support.

Except as provided herein, the City will provide no technical or administrative support to Agency or Agency Data Users for System(s) access.

1.31 City Audit of Agency and Agency Data Users.

The City acting in its sole discretion may audit Agency and Agency Data Users at any time. If an audit reveals an irregularity or security issue, the City may take corrective action including but not limited to termination of such Agency's and/or Agency Data User's access to the System(s) permanently or until the City determines that all irregularities have been satisfactorily cured. Agency and each Agency Data User understands that the City may create and review an audit trail for each Agency Data User, including but not limited to, noting each Agency Data User's ID(s), the patient information accessed, and/or the date accessed. Agency and each Agency Data User understands that any inappropriate access or use of patient information, as determined by the City, may result in the temporary and/or permanent termination of Agency's or such Agency Data User's access to the System(s). Agency remains liable for all inappropriate System(s) access, misuse and/or breach of patient information, whether in electronic or hard-copy form.

1.32 Minimum Necessary.

Agency and each Agency Data User shall safeguard the confidentiality of all City Data that is viewed or obtained through the System(s) at all times. Agency and each Agency Data User shall access patient information in the System(s) only to the minimum extent necessary for its assigned duties and shall only disclose such information to persons authorized to receive it, as minimally necessary for treatment, payment and health care operations.

1.33 No Re-Disclosure or Reporting.

Agency may not in any way re-disclose SFDPH Data or otherwise prepare reports, summaries, or any other material (in electronic or hard-copy format) regarding or containing City Data for transmission to any other requesting individuals, agencies, or organizations without prior written City approval and where such re-disclosure is otherwise permitted or required by law.

1.34 Health Information Exchange.

If Agency is qualified to enroll in a health information exchange, the City encourages Agency to do so in order to facilitate the secure exchange of data between Agency's electronic health record system (EHR) and the City's Epic EHR.

1.35 Subcontracting.

Agency may not subcontract any portion of Data Access Agreement, except upon prior written approval of City. If the City approves a subcontract, Agency remains fully responsible for its subcontractor(s) throughout the term and/or after expiration of this Agreement. All Subcontracts must incorporate the terms of this Data Access Agreement. To the extent that any subcontractor would have access to a System, each such subcontractor's access must be limited and subject to the same governing terms to the same extent as Agency's access. In addition, each contract between Agency and that subcontractor must, except as the City otherwise agrees, include a Business Associate Agreement requiring such subcontractor to comply with all regulatory requirements regarding third-party access, and include a provision obligating that subcontractor to (1) defend, indemnify, and hold the City harmless in the event of a data

breach in the same manner in which Agency would be so obligated, (2) provide cyber and technology errors and omissions insurance with limits identified in Article 5, and (3) ensure that such data has been destroyed, returned, and/or protected as provided by HIPAA at the expiration of the subcontract term.

Article 2 Indemnity

2.1 Medical Malpractice Indemnification.

Agency recognizes that the System(s) is a sophisticated tool for use only by trained personnel, and it is not a substitute for competent human intervention and discretionary thinking. Therefore, if providing patient treatment, Agency agrees that it will:

- (a) Read information displayed or transmitted by the System accurately and completely;
- (b) Ensure that Agency Data Users are trained on the use of the System;
- (c) Be responsible for decisions made based on the use of the System;
- (d) Verify the accuracy of all information accessed through the System using applicable standards of good medical practice to no less a degree than if Agency were using paper records;
- (e) Report to the City as soon as reasonably practicable all data errors and suspected problems related to the System that Agency knows or should know could adversely affect patient care;
- (f) Follow industry standard business continuity policies and procedures that will permit Agency to provide patient care in the event of a disaster or the System unavailability;
- (g) Use the System only in accordance with applicable standards of good medical practice.

Agency agrees to indemnify, hold harmless and defend City from any claim by or on behalf of any patient, or by or on behalf of any other third party or person claiming damage by virtue of a familial or financial relationship with such a patient, regardless of the cause, if such claim in any way arises out of or relates to patient care or outcomes based on Agency's or an Agency Data User's System access.

Article 3 Proprietary Rights and Data Breach

3.1 Ownership of City Data.

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

3.2 Data Breach; Loss of City Data.

The Agency shall notify City immediately by telephone call plus email upon the discovery of a breach (as herein). For purposes of this Section, breaches and security incidents shall be treated as discovered by Agency as of the first day on which such breach or security incident is known to the Agency, or, by exercising reasonable diligence would have been known to the Agency. Agency shall be deemed to have knowledge of a breach if such breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the breach, who is an employee or agent of the Agency.

Agency shall take:

- i. prompt corrective action to mitigate any risks or damages involved with the breach or security incident and to protect the operating environment; and

- ii. any action pertaining to a breach required by applicable federal and state laws.

3.2.1 Investigation of Breach and Security Incidents: The Agency shall immediately investigate such breach or security incident. As soon as the information is known and shall inform the City of:

- i. what data elements were involved, and the extent of the data disclosure or access involved in the breach, including, specifically, the number of individuals whose personal information was breached; and
- ii. a description of the unauthorized persons known or reasonably believed to have improperly used the City Data and/or a description of the unauthorized persons known or reasonably believed to have improperly accessed or acquired the City Data, or to whom it is known or reasonably believed to have had the City Data improperly disclosed to them; and
- iii. a description of where the City Data is believed to have been improperly used or disclosed; and
- iv. a description of the probable and proximate causes of the breach or security incident; and
- v. whether any federal or state laws requiring individual notifications of breaches have been triggered.

3.2.2 Written Report: Agency shall provide a written report of the investigation to the City as soon as practicable after the discovery of the breach or security incident. The report shall include, but not be limited to, the information specified above, as well as a complete, detailed corrective action plan, including information on measures that were taken to halt and/or contain the breach or security incident, and measures to be taken to prevent the recurrence or further disclosure of data regarding such breach or security incident.

3.2.3 Notification to Individuals: If notification to individuals whose information was breached is required under state or federal law, and regardless of whether Agency is considered only a custodian and/or non-owner of the City Data, Agency shall, at its sole expense, and at the sole election of City, either:

- i. make notification to the individuals affected by the breach (including substitute notification), pursuant to the content and timeliness provisions of such applicable state or federal breach notice laws. Agency shall inform the City of the time, manner and content of any such notifications, prior to the transmission of such notifications to the individuals; or
- ii. cooperate with and assist City in its notification (including substitute notification) to the individuals affected by the breach.

3.2.4 Sample Notification to Individuals: If notification to individuals is required, and regardless of whether Agency is considered only a custodian and/or non-owner of the City Data, Agency shall, at its sole expense, and at the sole election of City, either:

- i. electronically submit a single sample copy of the security breach notification as required to the state or federal entity and inform the City of the time, manner and content of any such submissions, prior to the transmission of such submissions to the Attorney General; or
- ii. cooperate with and assist City in its submission of a sample copy of the notification to the Attorney General.

3.3 Media Communications

City shall conduct all media communications related to such Data Breach, unless in its sole discretion, City directs Agency to do so.

**Attachment 1 to Appendix D
System Specific Requirements**

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

A. SFDPH Care Link Requirements:

1. Connectivity.

- a) Agency must obtain and maintain connectivity and network configuration and required hardware and equipment in accordance with specifications provided by Epic and must update the configuration of all first and third-party software as required. Technical equipment and software specifications for accessing SFDPH Care Link will change over time. Current required browser, system and connection requirements can be found on the Target Platform Roadmap and Target Platform Notes sections of the Epic Galaxy website galaxy.epic.com. Agency is responsible for all associated costs. Agency shall ensure that Agency Data Users access the System only through equipment owned or leased and maintained by Agency.

2. Compliance with Epic Terms and Conditions.

- a) Agency will at all times access and use the System strictly in accordance with the Epic Terms and Conditions. The following Epic Care Link Terms and Conditions are embedded within the SFDPH Care Link application, and each Data User will need to agree to them electronically upon first sign-in before accessing SFDPH Care Link:

3. Epic-Provided Terms and Conditions

- a) Some short, basic rules apply to you when you use your EpicCare Link account. Please read them carefully. The Epic customer providing you access to EpicCare Link may require you to accept additional terms, but these are the rules that apply between you and Epic.
- b) Epic is providing you access to EpicCare Link, so that you can do useful things with data from an Epic customer's system. This includes using the information accessed through your account to help facilitate care to patients shared with an Epic customer, tracking your referral data, or otherwise using your account to further your business interests in connection with data from an Epic customer's system. However, you are not permitted to use your access to EpicCare Link to help you or another organization develop software that is similar to EpicCare Link. Additionally, you agree not to share your account information with anyone outside of your organization.

II. For Access to SFDPH Epic through Epic Hyperspace and Epic Hyperdrive the following terms shall apply:

A. SFDPH Epic Hyperspace and Epic Hyperdrive:

1. Connectivity.

- a) Agency must obtain and maintain connectivity and network configuration and required hardware and equipment in accordance with specifications provided by Epic and SFDPH and must update the configuration of all first and third-party software as required. Technical equipment and software specifications for accessing SFDPH Epic Hyperspace will change over time. Epic Hyperdrive is a web-based platform that will replace Epic Hyperspace in the future. You may request a copy of current required browser, system and connection requirements from the SFDPH IT team. Agency is responsible for all

associated costs. Agency shall ensure that Agency Data Users access the System only through equipment owned or leased and maintained by Agency.

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

- a) Prior to entering into agreement with SFDPH to access SFDPH Epic Hyperspace or Epic Hyperdrive, Agency must first complete an Application For Access with Epic Systems Corporation of Verona, WI. The Application For Access is found at: <https://userweb.epic.com/Forms/AccessApplication>. Epic Systems Corporation must notify SFDPH, in writing, of Agency's permissions to access SFDPH Epic Hyperspace or Epic Hyperdrive prior to completing this agreement. Agency will at all times access and use the system strictly in accordance with the Epic Terms and Conditions.

III. For Access to SFDPH myAvatar through WebConnect and VDI the following terms shall apply:

A. SFDPH myAvatar via WebConnect and VDI:

1. Connectivity.

- a. Agency must obtain and maintain connectivity and network configuration and required hardware and equipment in accordance with specifications provided by SFDPH and must update the configuration of all first and third-party software as required. Technical equipment and software specifications for accessing SFDPH myAvatar will change over time. You may request a copy of current required browser, system and connection requirements from the SFDPH IT team. Agency is responsible for all associated costs. Agency shall ensure that Agency Data Users access the System only through equipment owned or leased and maintained by Agency.

2. Information Technology (IT) Support.

- a. Agency must have qualified and professional IT support who will participate in quarterly CBO Technical Workgroups.

3. Access Control.

- a. Access to the BHS Electronic Health Record is granted based on clinical and business requirements in accordance with the Behavioral Health Services EHR Access Control Policy (6.00-06). The Access Control Policy is found at: <https://www.sfdph.org/dph/files/CBHSPolProcMnl/6.00-06.pdf>
- b. Each user is unique and agrees not to share accounts or passwords.
- c. Applicants must complete the myAvatar Account Request Form found at https://www.sfdph.org/dph/files/CBHSdocs/BHISdocs/UserDoc/Avatar_Account_Request_Form.pdf
- d. Applicants must complete the credentialing process in accordance with the DHCS MHSUDS Information Notice #18-019.
- e. Applicants must complete myAvatar Training.
- f. Level of access is based on "Need to Know", job duties and responsibilities.

Attachment 2 to Appendix D

**Protected Information Destruction Order
Purge Certification - Contract ID # 1000007730**

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 01/01/2018 (“Agreement”), the City hereby directs Contractor to destroy all Protected Information that Contractor and its agents and subcontractors (collectively “Contractor”) still maintain in any form. Contractor may retain no copies of destroyed Protected Information.” Destruction must be in accordance with the guidance of the Secretary of the U.S. Department of Health and Human Services (“Secretary”) regarding proper destruction of PHI.

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

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

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

So Certified

Signature

Title:

Date:

APPENDIX E



San Francisco Department of Public Health
Business Associate Agreement

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

RECITALS

- A. CE, by and through the San Francisco Department of Public Health (“SFDPH”), wishes to disclose certain information to BA pursuant to the terms of the Agreement, some of which may constitute Protected Health Information (“PHI”) (defined below).
- B. For purposes of the Agreement, CE requires Contractor, even if Contractor is also a covered entity under HIPAA, to comply with the terms and conditions of this BAA as a BA of CE.
- C. CE and BA intend to protect the privacy and provide for the security of PHI disclosed to BA pursuant to the Agreement in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (“the HITECH Act”), and regulations promulgated there under by the U.S. Department of Health and Human Services (the “HIPAA Regulations”) and other applicable laws, including, but not limited to, California Civil Code §§ 56, et seq., California Health and Safety Code § 1280.15, California Civil Code §§ 1798, et seq., California Welfare & Institutions Code §§5328, et seq., and the regulations promulgated there under (the “California Regulations”).
- D. As part of the HIPAA Regulations, the Privacy Rule and the Security Rule (defined below) require CE to enter into a contract containing specific requirements with BA prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 164.314(a), 164.502(a) and (e) and 164.504(e) of the Code of Federal Regulations (“C.F.R.”) and contained in this BAA.
- E. BA enters into agreements with CE that require the CE to disclose certain identifiable health information to BA. The parties desire to enter into this BAA to permit BA to have access to such information and comply with the BA requirements of HIPAA, the HITECH Act, and the corresponding Regulations.

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

1. Definitions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Obligations of Business Associate.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3. Termination.

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

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

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

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

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

4. Amendment to Comply with Law.

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

5. Reimbursement for Fines or Penalties.

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

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

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

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

Contractor Name:		Contractor City Vendor ID	
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PRIVACY ATTESTATION

INSTRUCTIONS: Contractors and Partners who receive or have access to health or medical information or electronic health record systems maintained by 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:		
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 AND that health information is only transferred or created on encrypted devices approved by SFPDH Information Security staff?						<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 Privacy Notice that meets HIPAA regulations was provided in the patient's / client's preferred language? (English, Cantonese, Vietnamese, Tagalog, Spanish, Russian forms may be required and are available from SFPDH.)						<input type="checkbox"/>	<input type="checkbox"/>
I	Visibly post the Summary of the Notice of Privacy Practices in all six languages in common patient areas of your treatment facility?						<input type="checkbox"/>	<input type="checkbox"/>
J	Document each disclosure of a patient's/client's health information for purposes <u>other than</u> treatment, payment, or operations?						<input type="checkbox"/>	<input type="checkbox"/>
K	When required by law, have proof that signed authorization for disclosure forms (that meet the requirements of the HIPAA Privacy Rule) are obtained PRIOR to releasing a patient's/client's health information?						<input type="checkbox"/>	<input type="checkbox"/>

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

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

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

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

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

I. All Contractors.

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

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

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

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

Invoice

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

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

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