

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

Second Amendment

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

Recitals

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

WHEREAS, City and Contractor desire to modify the Agreement on the terms and conditions set forth herein to continue providing services for Mental Health and Substance Abuse Programs by extending the performance period, increasing the contract amount, and updating standard contractual clauses; and

WHEREAS, The San Francisco Department of Public Health (Department) entered into an Original Agreement dated July 1, 2018, with a term through June 30, 2019, with a contract price of \$8,538,779, for various mental health related services competitively solicited under various RFP/RFQs, described below, that allowed for different performance periods and scopes; and

WHEREAS, the scope of services described in Appendix A-1 (Outpatient Services and Supportive Housing) were competitively procured by the Department as required by San Francisco Administrative Code Chapter 21.1 through RFP 8-2017, issued on August 23, 2017, which allowed for contracts to have a duration up to 10 years, and this modification is consistent therewith to extend the term through December 31, 2027; and

WHEREAS, the scope of services described in Appendix A-2 (Rep Payee Services) were competitively procured by the Department as required by San Francisco Administrative Code Chapter 21.1 through RFP 4-2011, issued on March 3, 2011. To continue services of Appendix A-2 uninterrupted the Department desires to exercise its authority under San Francisco Administrative Code Section 21.24 (Short-Term Contract Extensions), to extend the Agreement for a period of 12 months to June 30, 2024; and

WHEREAS, approval for the Original Agreement was obtained on July 15, 2019 from the Department of Human Resources on behalf of the Civil Service Commission under PSC number 40587-17/18 in the amount of \$292,051,200 for the period of commencing 01/01/2018 and ending 12/31/2027; and

WHEREAS, the City’s Board of Supervisors approved this Agreement _____ on _____.

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

Article 1 Definitions

The following definitions shall apply to this Amendment:

1.1 **Agreement.** The term “Agreement” shall mean the Agreement (Contract ID#: 1000010463) dated July 1, 2018 between Contractor and City, as amended by the:
First Amendment, dated July 1, 2019, and

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

Article 2 Modifications to the Agreement.

2.1 **Definitions.** *The following is hereby added to the Agreement as a Definition in Article 1:*

1.10 “Confidential Information” means confidential City information including, but not limited to, personally-identifiable information (“PII”), protected health information (“PHI”), or individual financial information (collectively, “Proprietary or Confidential Information”) that is subject to local, state or federal laws restricting the use and disclosure of such information, including, but not limited to, Article 1, Section 1 of the California Constitution; the California Information Practices Act (Civil Code § 1798 et seq.); the California Confidentiality of Medical Information Act (Civil Code § 56 et seq.); the federal Gramm-Leach-Bliley Act (15 U.S.C. §§ 6801(b) and 6805(b)(2)); the privacy and information security aspects of the Administrative Simplification provisions of the federal Health Insurance Portability and Accountability Act (45 CFR Part 160 and Subparts A, C, and E of part 164); and San Francisco Administrative Code Chapter 12M (Chapter 12M).

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

2.1 The term of this Agreement shall commence on the latter of: (i) July 1, 2018; or (ii) the Effective Date 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 the latter of: (i) July 1, 2018; or (ii) the Effective Date and expire on December 31, 2027, unless earlier terminated as otherwise provided herein.

2.3 **Compensation.** *Section 3.3 Compensation of the First Amendment 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 Forty-Four Million Eight Hundred Sixty-Two Thousand Seven Hundred Sixty-Four Dollars (\$44,862,764). 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. A portion of payment may be withheld until conclusion of the Agreement if agreed to by both parties as retainage, described in Appendix B. In no event shall City be liable for interest or late charges for any late payments.

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

3.3.1 Calculation of Charges. Contractor shall provide an invoice to the City on a monthly basis for goods delivered and/or Services completed in the immediately preceding month, unless a different schedule is set out in Appendix B, "Calculation of Charges." Compensation shall be made for goods and/or Services identified in the invoice that the City, in his or her sole discretion, concludes has been satisfactorily performed. In no event shall the amount of this Agreement exceed Ninety-Three Million Two Hundred Fifty-Five Thousand Five Hundred Thirty-Eight Dollars (\$93,255,538). The breakdown of charges associated with this Agreement appears in Appendix B, "Calculation of Charges." A portion of payment may be withheld until conclusion of the Agreement if agreed to by both Parties as retainage, described in Appendix B. In no event shall City be liable for interest or late charges for any late payments. City will not honor minimum service order charges for any services covered by this Agreement.

2.4 Audit and Inspection of Records. *The following is hereby added and incorporated into Article 3 of the Agreement, replacing the previous Section 3.4 in its entirety:*

3.4 Audit and Inspection of Records

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

Contractor shall annually have its books of accounts audited by a Certified Public Accountant and a copy of said audit report and the associated management letter(s) shall be transmitted to the Director of Public Health or his /her designee within one hundred eighty (180) calendar days following Contractor's fiscal year end date. If Contractor expends \$750,000 or more in Federal funding per year, from any and all Federal awards, said audit shall be conducted

in accordance with 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Said requirements can be found at the following website address: https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl.

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

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

3.4.4 Any financial adjustments necessitated by this audit report shall be made by Contractor to the City. If Contractor is under contract to the City, the adjustment may be made in the next subsequent billing by Contractor to the City, or may be made by another written schedule determined solely by the City. In the event Contractor is not under contract to the City, written arrangements shall be made for audit adjustments

2.5 Contract Amendments; Budgeting Revisions. *The following is hereby added and incorporated into Article 3 of the Agreement:*

3.7 Contract Amendments; Budgeting Revisions.

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

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

3.7.3 City Program Scope Reduction. In order to preserve the Agreement and enable Contractor to continue to perform work albeit potentially on a reduced basis, the City

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

2.6 Assignment. *The following is hereby added to Article 4 of the Agreement, replacing the previous Section 4.5 in its entirety:*

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

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

4.7 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.

2.8 Insurance. *The following is hereby added to Article 5 of the Agreement:*

5.1.1 Required Coverages.

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

2.9 Withholding. *The following is hereby added to Article 7 of the Agreement:*

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

2.10 Consideration of Salary History. *The following is hereby added to Article 10 of the Agreement, replacing the previous Section 10.4 in its entirety:*

10.4 Consideration of Salary History. Contractor shall comply with San Francisco Administrative Code Chapter 12K, the Consideration of Salary History Ordinance or “Pay Parity Act.” Contractor is prohibited from considering current or past salary of an applicant in determining whether to hire the applicant or what salary to offer the applicant to the extent that

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

2.11 Limitations on Contributions. *The following is hereby added to Article 10 of the Agreement, replacing the previous Section 10.11 in its entirety:*

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

2.12 Distribution of Beverages and Water. *The following is hereby added to Article 10 of the Agreement, replacing the previous Section 10.17 in its entirety:*

10.17 Distribution of Beverages and Water.

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

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

2.13 **Notification of Legal Requests.** *The following section is hereby added and incorporated in Article 11 of the Agreement:*

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

2.14 **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.

2.15 **Management of City Data and Confidential Information.** *The following sections are hereby added and incorporated in Article 13 of the Agreement:*

13.6 **Management of City Data and Confidential Information.**

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

13.6.2 **Disposition of Confidential Information.** Upon request of City or termination or expiration of this Agreement, and pursuant to any document retention period required by this Agreement, Contractor shall promptly, but in no event later than thirty (30) calendar days, return all data given to or collected by Contractor on City’s behalf, which includes all original media. Once Contractor has received written confirmation from City that City’s Data has been successfully transferred to City, Contractor shall within ten (10) business days clear or

purge all City Data from its servers, any hosted environment Contractor has used in performance of this Agreement, including its subcontractors environment(s), work stations that were used to process the data or for production of the data, and any other work files stored by Contractor in whatever medium. Contractor shall provide City with written certification that such purge occurred within five (5) business days of the purge. Secure disposal shall be accomplished by “clearing,” “purging” or “physical destruction,” in accordance with National Institute of Standards and Technology (NIST) Special Publication 800-88 or most current industry standard.

2.16 **Appendix A.** Appendix A is hereby replaced in its entirety by Appendix A, dated July 1, 2023, attached to this Amendment and fully incorporated within the Agreement.

2.17 **Appendix A-1 through A-2.** Appendix A-1 through A-2 is hereby replaced in its entirety by Appendix A-1 through A-2, dated July 1, 2023, attached to this Amendment and fully incorporated within the Agreement.

2.18 **Appendix B.** Appendix B is hereby replaced in its entirety by Appendix B, dated July 1, 2023, attached to this Amendment and fully incorporated within the Agreement.

2.19 **Appendix B1 through B-2.** Appendix B1 through B-2 is hereby replaced in its entirety by Appendix B1 through B-2, dated July 1, 2023, attached to this Amendment and fully incorporated within the Agreement.

2.20 **Appendix D.** Appendix D, dated July 2021, is hereby added in its entirety by Appendix D attached to this Amendment and fully incorporated within the Agreement.

2.21 **Appendix E and E-1.** Appendix E and E-1 is hereby replaced in its entirety by Appendices E, dated 8/3/2022 and E-1, dated 06/07/2017, attached to this Amendment and fully incorporated within the Agreement.

Article 3 Effective Date

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

Article 4 Legal Effect

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

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

CITY
Recommended by:

By: _____

Greg Wagner
Acting Director of Health
Department of Public Health

CONTRACTOR
Conard House

DocuSigned by:

Anne Quaintance

4/17/2023 | 12:04 PM PDT

Anne Quaintance
CEO/Executive Director
1380 Mission Street
San Francisco, CA 94103

Approved as to Form:

David Chiu
City Attorney

City Supplier number: 0000022403

By: _____
Louise Simpson
Deputy City Attorney

Approved:

By: _____

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

Appendix A Scope of Services

1. Terms

A. Contract Administrator:

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

B. Reports:

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

For services solicited under a Group Purchasing Organization (GPO) the Contractor shall report all applicable sales under this agreement to the respective GPO.

C. Evaluation:

Contractor shall participate as requested with the City, State and/or Federal government in evaluative studies designed to show the effectiveness of Contractor's Services. Contractor agrees to meet the requirements of and participate in the evaluation program and management information systems of the City.

The City agrees that any final written reports generated through the evaluation program shall be made available to Contractor within thirty (30) working days. Contractor may submit a written response within thirty working days of receipt of any evaluation report and such response will become part of the official report.

D. Possession of Licenses/Permits:

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

E. Adequate Resources:

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

F. Infection Control, Health and Safety:

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

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

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

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

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

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

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

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

G. Aerosol Transmissible Disease Program, Health and Safety:

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

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

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

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

H. Acknowledgment of Funding:

Contractor agrees to acknowledge the San Francisco Department of Public Health in any printed material or public announcement describing the San Francisco Department of Public Health-funded Services. Such documents or announcements shall contain a credit substantially as follows: "This

program/service/activity/research project was funded through the Department of Public Health, City and County of San Francisco."

2. Description of Services

Contractor agrees to perform the following Services:

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

Detailed description of services are listed below and are attached hereto

Appendix A-1 Outpatient Services/Supportive Housing

Appendix A-2 Rep Payee (*expires 06/30/2024*)

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

Conard House Inc.
Outpatient Services/Supportive Housing and MHA Transitional
Housing
FY 22-23

Appendix A-1
FY: 07/01/22 through 06/30/23
FN #1 - Funding Notification Date: 08/04/22
Funding Source: County GF, 1991 MH Realignment,
FFP MediCal

1. Program Name: Outpatient Services (1A) / Supportive Housing and MHA Transitional Housing (1B)

Program Address: 1385 Mission Street, Suite 200
City, State, Zip Code: San Francisco, CA 94103
Telephone: (415) 864-7833
Facsimile: (415) 864-7093
Program Codes: 89492 Conard House Outpatient Services
8949SH Conard House Supportive Housing
Website Address: www.conard.org
Executive Director: Anne Quaintance, CEO/Executive Director
Program Director: Louise Foo, PhD, Director of Clinical Services
Telephone: 415/864-7833
Email Address: anne@conard.org; louise@conard.org

2. Nature of Document (check one)

Original Contract Amendment Revision to Program Budget

3. Goal Statement

To provide a full range of mental health services, case management, crisis services, representative payee/money management, community support, and community building to adults, of all ethnicities, with a special focus on the unique needs of those with serious mental and behavioral health conditions living in Conard House supportive housing (residential hotels and co-operative apartments) or other community housing located throughout San Francisco.

4. Target Population

Conard House Outpatient Services and Supportive Housing and MHA Transitional Housing are designed to meet the unique services needs of adult residents of San Francisco, ages 18 and older, with chronic and severe mental health conditions, who are residents of Conard House or other housing, and meet BHS criteria for Medical Necessity and Functional Impairments; and have the ability to maintain independent living without hospitalization, or avoid homelessness with the provision of Case Management, Mental Health, and Crisis Services.

The Cooperative Apartment Program provides supportive housing and offers outpatient services, with a focused expertise in serving monolingual Asian-American clients as a specialized target sub-population. For Resident and Community Fellows, the Jackson Street

Conard House Inc.
Outpatient Services/Supportive Housing

FY 22-23

Appendix A-1
Contract Term: 07/01/22 through 06/30/23
FN #1 Funding Notification Date: 08/04/22
Funding Source: Gen Fund, Medi-Cal

Community specifically addresses personal and leadership development for community living.

Under this contract, Conard House provides psychosocial support services at the Plaza Apartments, a supportive housing facility opened January 2006, jointly operated by the Plaza Apartments Associates LP (Owner), San Francisco Department of Homelessness and Supportive Housing – Coordinated Entry and Direct Access to Housing Program (DAH), and John Stewart Company (Property Management).

Across all sites, approximately 97% of clients eligible for services are recipients of Medi-Cal benefits. Their Outpatient Services are funded by Medi-Cal revenue in this contract. The other 3% are funded by the County Realignment or General Fund revenue in this contract.

5. Modalities/Interventions

Outpatient Services (OP):

The CRDC Modes of Service for Reporting Unit 89492 are:

15-01 Case Management Brokerage
 15-10 Mental Health Services – Collateral
 15-30 Mental Health Services – Assessment
 15-30 Mental Health Services – Plan/Development
 15-40 Mental Health Services – Individual Therapy
 15-40 Mental Health Services – Individual Rehabilitation
 15-50 Mental Health Services – Group Therapy
 15-40 Mental Health Services – Group Rehabilitation
 15-70 Crisis Intervention
 45-Outreach (Community Mental Health Education and Consultation; Enhancing other agencies MH knowledge; Individual and Group non-registered clients (including residents in Conard Supportive Housing who refuse to be opened in AVATAR or residents who do not meet the medical necessity criteria to be opened in AVATAR)).

A billable Unit of Service (UOS)—

- Eligible Specialty Mental Health Services for Mode 15, as defined by the Medi-Cal Rehab Option, is one minute of service.
- Service for Mode 45 Outreach is one hour of service.

We will use the BHS-issued codes for the relevant service according to instructions from BHS Quality Assurance and DPH Compliance Unit. Actual Units of service are aggregated for invoicing and monitoring contract deliverables.

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Supportive Housing:

The CRDC Mode of Service is Mode 60 - 78 Support Services—

- A billable Supportive Housing Unit of Service (UOS) is a Supportive Housing Service Day, i.e., a day in which an individual is in residence in a co-op or hotel setting providing access to case management, staff time for core services (non-outpatient) such as money management, benefits advocacy, employment support, community orientation, community building, community meetings and resident councils, and/or milieu management.

The maximum static bed-capacity of the program is 480. Details are shown in the table below. The 106-unit Plaza Apartment program is included in the total static bed capacity. With turnover estimated at 5% for established DPH sites, now also 5% for the Plaza, and now 10% for the transitional Washburn site.

Under CRDC Mode/SFC 60 – 78—

- The Supportive Housing program UOS will be billed in Supportive Housing Client Days. Actual Units of service are aggregated for invoicing and monitoring contract deliverables.

Intake Coordinator/Case Managers will open each resident who meets BHS criteria for Specialty Mental Health Services in the Avatar System at Intake/at the beginning of the resident's residency in Supportive Housing. Each resident will be closed when he/she moves out of a Conard House supportive housing program. A small portion of the co-op and hotels' population will not be entered into Avatar because support services are voluntary by statute - some clients will decline services or because some residents do not meet BHS criteria for Specialty Mental Health Services. Conard House uses Property Management Rent Rosters to determine the total number of supported housing days delivered for the purpose of invoicing and monitoring. For the purpose of invoicing and monitoring contract deliverables, Conard House aggregates actual Units of Service against aggregated contracted Units of Service.

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Table 1: Units of Service (UOS) and Unduplicated Client (UDC) in Supportive Housing/Outpatient Services

Supportive Housing Sites	Static Resident Capacity (# of beds)	Annual Unduplicated SH Residents	Supportive Housing Days (90% Capacity)	Annual Unduplicated OP Resident Clients	Total Outpatient Hours	Medi-Cal Outpatient Hours* (97%)
Jackson Street	8	8	2,566			
Coops	68	71	21,810	48	339	335
El Dorado	57	60	18,282	48	313	310
Washburn	22	24	7,056	18	317	314
Midori	77	81	24,696	58	311	308
Lyric	58	61	18,602	29	325	322
Jordan	54	57	17,319	15	162	160
Plaza	106	111	34,096	39	296	293
Marilyn Inn	30	30	n/a	n/a	n/a	n/a
Static Capacity	480					
Annual SH UDC:		503		255		
Supportive Housing Total Days:			144,427			
SH Intakes:					91	90
Hourly rounding adjustments:						
OP Subtotal Hours (216,000 UOS/60 hrs.)					2,154	
Medi-Cal OP Mode 15 Subtotal Hours ((216,000 x 97%) /60 mins) = 209,520/60)						2,132
12mos projected UDC:				255		
Mode 45 Total Hours					607	N/A
DPH Total Hours (256,140 /60 mins.) and (209,520 /60 mins.)					2,761	2,132
Mode 15 Total OP minutes (2,761 x 60 mins.)					129,240	
Mode 15 Total Medi-Cal minutes (2,132 x 60 mins.)						127,920

*Across all sites, approximately 97% of clients eligible for services are recipients of Medi-Cal benefits. Their Outpatient Services are funded by Medi-Cal revenue in this contract. The other 3% are funded by the County Realignment or General Fund revenue in this contract.

6. Methodology

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A. Outreach, recruitment, promotion, and advertisement:

The Director of Clinical Services and the Intake Coordinator conduct outreach, promotion, advertisement to Placement Team and referral agencies. Specialty Mental Health Outpatient Services are available to Supportive Housing residents who meet the criteria for Medical Necessity and Target Symptoms/ Impairments on the BHS Treatment Plan of Care. Priority is given to those clients referred by the BHS Placement Team who are homeless or have been through a transitional level of care. Most of these clients will have been initially referred to the Placement Team by residential treatment programs, outpatient programs, other DPH providers (e.g., substance use programs, HIV programs), and homeless shelters. Outpatient Services imbedded in Supportive Housing furthers the DPH goals of providing consumer-guided and community-based services to its clients and reducing psychiatric hospitalizations.

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

Those eligible for the Supportive Housing Program are individuals who have chronic and severe mental health conditions and functional impairments whose lives would remain more stable, without hospitalization or homelessness, with the provision of Specialty Mental Health Case Management, Mental Health, and Crisis Services. Clients are assessed upon referral to Supportive Housing for history/ needs/goals relating to mental and functional status.

For DPH Placement Team beds at the Coops, El Dorado, Midori, Washburn and Marilyn Inn, Intake Coordinator reviews referrals that are authorized by Placement Team. Placement Team authorizations are needed for admission into Outpatient Services at each of these housing sites. The only exception is that because Midori and El Dorado are both permanent housing support service hotels, lateral transfers between these two housing sites do not require a Placement Team Authorization.

Intake Coordinator conducts a Clinical Eligibility Assessment with appropriate applicants. Clinical Eligibility is defined as the applicant (i) is covered by Managed Care Medi-Cal (SF Health Plan OR Anthem Blue Cross), (ii) meets the criteria to receive BHS Specialty Mental Health Services (e.g., moderate/severe mental health conditions and moderate/severe functional impairments), and (iii) consents to receive Outpatient Services at Conard House Supportive Housing sites. Placement at which Conard Supportive Housing Site is based upon maximizing the clinical effectiveness of the Cohort at a particular Conard housing site. The Conard House Senior Case Manager III functions as an Intake Coordinator and performs this Clinical Eligibility Assessment. The Director of Clinical Services supervises this Intake Coordinator.

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Federal Subsidy Program (formerly known as Shelter Plus Care) refers tenants to the Lyric Hotel and some beds at the Midori and El Dorado. John Stewart Company, the Property Management company refers Section 8 tenants for admission to the Jordan. Previously placed by Direct Access to Housing, the Department of Homelessness and Supportive Housing's Coordinated Entry system now places tenants at the Plaza Apartments.

The Conard House Outpatient Services/Supportive Housing Program has seven SRO Hotels located in the Tenderloin and South of Market areas. Room availability ranges from 22 to 106 units. The Coop Apartment Program has a static capacity of 68 residents. The total static capacity of residents served in the Supportive Housing and MHSA Transitional Housing is 480.

Table 2: Supportive Housing Program Locations and Static Capacity

Cooperative Apartments Office 2441 Jackson Street San Francisco, CA 94115 346-6384 (Capacity: 68) • Jackson Street: (Capacity: 8)	Midori Hotel 240 Hyde Street San Francisco, CA 94102 775-6006 (Capacity: 77)
El. Dorado Hotel 150 Ninth Street San Francisco, CA 93103 863-4582 (Capacity: 57)	Jordan Apartments 820 O'Farrell Street San Francisco, CA 94102 922-1503 (Capacity: 54)
Lyric Hotel 140 Jones Street San Francisco, CA 94102 776-2115 (Capacity: 58)	Washburn Residence 38-42 Washburn Street San Francisco, CA 94103 864-8701 (Capacity: 22)
Plaza Apartments 988 Howard Street San Francisco, CA 94103 344-0527 (Capacity:106)	Marilyn Inn 27 Dashiell Hammett Street San Francisco, CA 94108 392-6102 (Capacity: 30)

The Plaza Apartments (formerly part of the Direct Access to Housing (DAH) under DPH), now operate under the Department of Homelessness and Supportive Housing. Conard House offers and provides the same services to Plaza residents as it does to its other supportive housing programs.

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Except for the Washburn, all Conard House Supportive Housing is permanent housing. The Washburn is operated to enable residents to transition into permanent supportive housing. The Jackson Street Community is designed as a residential and non-residential program operated to enable eligible Supportive Housing residents to benefit from psychosocial support, further develop their self-management skills and work with a limited number of individuals preparing to transition to community living and need referral assistance.

Upon move-in, Washburn and Marilyn Inn residents begin working individually and in groups to prepare for permanent, supportive or subsidized housing, as the Washburn is a transitional 24-month program. The transitional housing programs follow the harm reduction policy and offer educational groups and activities oriented to residents with dual diagnoses. This program also provides on-site dual diagnosis services and will refer residents to organizations that specialize in dual diagnosis and substance use treatment.

Upon enrollment Jackson Street participants will begin working individually and in groups on strategies for self-management and community living.

C. Service Delivery Model:

Outpatient Services:

The Outpatient Services program is based on a psycho-social rehabilitation model in a supportive community providing a range of activities and services for beneficiaries who would be at risk of hospitalization or another institutional placement if they were not in the Supportive Housing/Outpatient program. The Outpatient services are provided in a non-institutional, residential setting.

Outpatient Services delivered, per the CRDC, include Mental Health Services, Crisis Intervention and Case Management. Targeted Case Management is directed at maintaining housing and independent living, teaching and reinforcing self-management skills, assessing physical health and mental health and substance use status, making appropriate linkages to needed services when necessary, and preventing hospitalization and/or homelessness.

Health Navigators conduct screenings and assessments of clients' health navigation needs according to Pacific Clinics (PC)/University of Southern California (USC) Health Navigation Program. All Supportive Housing Health Navigators are certified by this program. They follow procedures outlined in this program with the main goal of empowering clients to navigate the complex health system independently. Using the PC/USC program materials, Health Navigators assist clients in communicating

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effectively with their medical/dental/or optometry providers. Health Navigators assist clients in setting health care goals, wellness goals and collaborate with clients in achieving those goals.

Conard House Outpatient clients who only need escort to medical appointments but do not desire to learn skills in navigating the health care system, are not appropriate for enrollment in the Health Navigator program. However, as long as the client is willing to engage and attend the screening and assessment sessions, Health Navigators are willing to assist with making appointments, attending appointments with clients, as well as role modeling and coaching clients to be more independent as they interact with their various health care providers. "For Them, With Them, By Them" captures the spirit of this program.

Supportive Housing:

The Conard House Supportive Housing Program (includes MSHA Transitional Housing), as a non-licensed program, is not permitted to provide "care and supervision" to residents; during a crisis, staff are permitted and required to call appropriate emergency services and outside service providers, but are not permitted to provide "urgent care". This limitation includes a system to provide medications on site. Under this restriction, the SH program does not provide psychiatric medication treatment and cannot dispense or monitor medication for clients.

Conard House Supportive Housing Program will follow the harm reduction policy and offer educational groups and activities oriented to clients with dual diagnoses. The Program will refer clients to organizations that specialize in dual diagnosis and substance use treatment.

Case managers:

- Involve each tenant or client in his or her own service plan, which includes an assessment and appropriate reassessment of economic status.
- Work closely as indicated with BHS or non-BHS clinicians to help keep tenants and clients stably housed and able to provide for themselves. Case managers are available for care conferences with BHS and other providers.
- Assist tenants and clients in maintaining their housing, acquiring basic living skills, and coordinating with other services.
- Refers clients to pre-vocational program, vocational programs including employment and volunteer opportunities and academic programs.
- Meet regularly with clients and collaborate with staff of other programs that provide services to clients.

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- Disburse checks directly to each tenant based on the money management plan negotiated between tenant and case manager.
- Refer residents in Washburn and Marilyn Inn Transitional Housing to other supportive or subsidized housing programs.

D. Program staffing

Generally, hotel clinical staff work from 9:00 AM to 5:00 PM, Monday through Friday. We have shifts for staff that are from 11 AM to 7 PM as well as 9 AM to 5 PM. Desk clerks provide coverage after hours and on-weekends in our Support Service Hotels. The Director of Supportive Housing and Community Services, Director of Clinical Services, Associate Clinical Directors and Program Directors – all carry cell phones to respond to emergent clinical & staff situations at program sites. All staff are directed to bring in the assistance of outside service providers when necessary, including the police, psychiatric emergency services, mobile crisis, and outside case managers and therapists.

E. Discharge Planning and exit criteria and process

For residents and other clients leaving Supportive Housing, Conard House Case Managers notify the BHS Care Manager (and conservator, if applicable) of proposed discharge or service termination prior to such action in order to allow for collaborative problem solving and/or disposition planning. In rare instances when the Case Manager is circumstantially unable to notify the conservator prior to such discharge or termination, staff shall notify the conservator within 24 hours or the next workday.

Outpatient Services are provided to both permanent and transitional residents of Conard House Supportive Housing. Services are normally discontinued when a client leaves the Supportive Housing program and is referred to appropriate services if necessary. Exceptions to this are made on a case-by-case basis.

7. Objectives and Measurements

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

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8. Continuous Quality Assurance and Improvement

A Quality Assurance and Improvement Project for Conard House Outpatient and Supportive Housing Services in FY 23 will be proposed and implemented. We will submit this Project for Conard House Board of Directors approval at a Conard House Board Meeting.

Additionally, the following CQA/CQI activities continue:

A. Achievement of contract performance objectives.

Program Directors, Associate Clinical Directors, Director of Supportive Housing and Community Services, and the Director of Clinical Services meet monthly to discuss program operations and the collection of data to track performance objectives. Director of Clinical Services, Associate Clinical Directors, Program Directors, and Quality Assurance Manager track Avatar reports on Outpatient and Supportive Housing Service Units.

B. Documentation quality, including a description of internal audits.

Outpatient Services complies with Avatar documentation requirements. We create and continue to update a checklist that each primary clinician must turn in documentation for each new admission, annual update, and discharge. Program Directors review the completed checklists from primary clinicians, then present the documentation in our monthly Program Directors' audit meeting for peer review (namely program directors checking documentation prepared by program's staff from other programs, rather than their own programs). In this meeting the Director of Clinical Services, Associate Clinical Directors, Program Directors, and Quality Assurance Manager perform internal audits of Avatar documents. The monthly internal audit also will include auditing progress notes, treatment plans, and assessments pertaining to compliance standards of the "Final Rule".

C. Cultural competency of staff and services.

The Conard House Diversity, Equity, Inclusion and Belonging Committee meets monthly to discuss program operations and plan for future trainings based on needs as discussed during the meeting.

D. Client satisfaction.

Clients receiving Conard House Outpatient Services participate in BHS Mental Health Consumer Perception Surveys two times each year. The Director of Clinical Services will review program results with Program Directors and incorporate feedback to program operations.

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Appendix A-2
FY: 07/01/2022 through 06/30/2023
FN#1 - Funding Notification Date: 8/04/22
Funding Source: MH Adult GF, MHSA Adult, HSA WO Rep
Payee, WO CODB

1. Program Name: **Rep Payee Services**
Program Address: 1385 Mission Street, Suite 200
City, State, Zip Code: San Francisco, CA 94103
Telephone: (415) 864-7897
Facsimile: (415) 864-7093
Program Code: 8949RP
Website Address: www.conard.org

Executive Director: Anne Quaintance, CEO/Executive Director
Program Director: Liliana Suarez, Director Supportive Housing & Comm. Services
Telephone: 415/864-7833
Email Address: anne@conard.org
liliana@conard.org

2. Nature of Document (check one)

Original Contract Amendment Revision to Program Budget

3. Goal Statement

The goal of Conard House Rep Payee Services is to help eligible clients, of all ethnicities and populations, establish and manage their public income benefits by providing representative payee and money management services to those in the San Francisco mental health system and Human Services Agency County Adult Assistance Program (CAAP). These services are funded by GF, MHSA, HSA Rep Payee, and Work Order CODB. The program will collect clients' public income benefits from the Social Security Administration and other sources, and deposit these funds into client subaccounts within a Conard House Rep Payee master account. Furthermore, CH will work with clients to budget the use of their funds, and make prudent, timely and documented disbursements from their subaccount accounts.

4. Target Population

This program serves San Francisco residents of all ethnicities and populations, and is designed to specifically address the needs of adult, ages 18 and older, with mental health diagnosis and who need representative payee services; and secondly, adults enrolled in the County Adult Assistance Program, who are in the process of receiving Social Security

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benefits. The total static capacity of the population served is 692, and broken down by the following funding sources, shown in the table below.

Community Services Rep Payees by Funding Source	Allocated by Rev Ratios	Static Client Capacity	Max Undupl Clients	Annual Service Days
BHS Clients				
BHS Rep Payee	42.08%	291	306	95,648
MHSA	3.50%	24	25	7,955
BHS Subtotal	45.58%	315	331	103,603
HSA Work Order	54.42%	377	396	123,719
DPH Contract Total	100.00%	692	727	227,322

5. Modality/Interventions

The CRDC Mode of Service is Mode 60 Support Services—

This is a Fee-For-Service Program. For management and invoicing purposes, a Unit of Service will be a Service Day, i.e., each day of 365 business days in the contract period that a client is enrolled in the Rep Payee Services Program.

Under CRDC Mode/SFC 60-78—

The Rep Payee Program will deliver 227,322 Service Days over the 12 months of the annual FY21-22 contract period. Service days are discounted at 90% to allow for 10% regular vacancies, the net result of the rate of discharges, referrals and vacancies. The Table above shows the Service Days detail by funding source. If the rate of discharges decreases, and the rate of eligible DPH or HSA referrals increases, Conard House agrees to enroll eligible clients to maintain a static capacity of up to 692 clients.

The Service Day Rate as shown in *Appendix B-2* is a single composite rate used for all 12 months. The same single rate applies to each funding source. The Service Day Rate is the Total Annual Cost divided by the Total Annual Service Days. The Service Day Rate per enrollee per day is shown in on the Rep Payee CRDC in *Appendix B-2*.

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For BHS, MHSA and Work Order clients will be maintained at a static capacity of 692. With a turnover rate over 5%, a variable stream of eligible referrals, the maximum unduplicated number of people served in in the contract period is estimated at 727.

6. Methodology

A. Admission Criteria and Process:

Referrals will come exclusively from BHS or HSA designated programs.

For BHS Referrals:

All referrals for Conard House Rep Payee Services are handled by DPH Mental Health Providers, both Civil Service and Contractors, including Integrated Case Management & ICM step down programs. Additionally, HSA designated units can make direct referrals to Conard House for client Rep Payee services. The new process implemented is as follows:

1. DPH authorized Providers will fill out the Conard House Rep Payee Referral Form completely.
2. DPH authorized Providers will fax referral forms to Conard House Rep Payee Program's point of contact: Attention: Conard House Associate Director of SH/CS.
3. The point of contact will complete the Placement Status section of the referral form having determined the appropriate slot based on referral source and space availability.
4. Conard House Rep Payee program will notify referring DPH authorized provider of referral status (acceptance to program or placement on waitlist).
5. Conard House Rep Payee program will work with DPH authorized provider to schedule intake appointment.
6. Conard House Rep Payee program will report monthly to BHS A/OA Program Manager the following information: Total number of active slots with referral source, number of slots available per referral source, number of clients opened and closed that month by referral source, number of clients on waitlist with referral source.

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For HSA referrals:

1. HSA staff will contact the Director to schedule intake appointment.
2. Director will inform Community Services Program of intake appointment.
3. Case Manager will travel to the CAAP office and complete intake paperwork.
4. HSA staff will accompany clients to CS-South for no-shows or any rescheduled appointments.

B. Service Delivery Model:

The service model is centered on the working relationship between the client and his or her Case Manager, whose primary function is that of Representative Payee. In this model, the Case Manager will:

- (1) Involve each client in his or her own service plan, which shall include an assessment and appropriate re-assessment of economic status.
- (2) Work closely as indicated with BHS clinicians to help keep consumers stably housed and able to provide for themselves. Case managers will be available for case conferences with BHS providers.
- (3) Assist clients in maintaining housing, including budgeting and coordinating with other service providers
- (4) Meet regularly with clients and collaborate with staff of other programs that provide services to clients. Inform outside providers of consumer emergency situations or other issues affecting consumers' ability to live independently in the community.
- (5) Disburse checks directly and timely to each client's landlord and ensure timely payment of utility bills.
- (6) For persons not already in housing, make housing referrals and placements, and mediate landlord—tenant disputes.
- (7) Enroll clients in available affordable housing opportunities for which they are eligible – including Conard House and other supportive or subsidized housing programs.
- (8) As of July 2018, Conard House assumed the responsibility to enter client demographics into BHS Avatar (opening and closing services). Conard House Rep Payee data will allow other BHS providers to improve the quality of the coordination of client services within the continuum of care.

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The BHS Rep Payee Program Administration is located at Conard House, Inc. at 1385 Mission Street, San Francisco CA 94103.

Rep Payees will be located at these San Francisco service locations:

- Community Services North at 259 Hyde Street,
- Community Services South at 154 Ninth Street,
- Co-located at the SOMA Clinic at 760 Fourth Street

Rep Payee Case Managers are normally on duty from 9:00 am to 5:00 pm, Monday through Friday, although their duties, including training, may periodically take them off-site.

The Program will deliver services in the preferred language of the consumer (including sign language) and make provisions for the use of trained interpreters when needed.

All staff is directed to call in the assistance of outside services providers when necessary, including police and psychiatric emergency services.

D. Exit Criteria and Process:

Clients are required to become their own payees once they are no longer mandate by Social Security Administration to have a third-party manage their SSA income benefits.

The Case Manager shall notify BHS providers and conservator (if conserved) of proposed discharge or service termination prior to such action in order to allow for collaborative problem solving and/or disposition planning. In rare instances when the services will be terminated due to violence, staff notifies the BHS provider or conservator within 24 hours or the next workday.

The Case Manager shall notify Social Security Administration of discharge or service termination and shall comply with instructions from Social Security regarding the disposition of fund balances in the client's account.

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E. Program Staffing:

Personnel totaling 18.53 FTE for the Program in FY22-23 consist of the following positions:

Director SHP/CS	0.294
Associate Director	0.255
Program Assistant	0.250
Program Director II	2.808
Senior Case Manager I	1.930
Case Manager I + Fill-in CM & Fill-in CM2	10.208
Accounting Assistant	0.314
FIU Account Manager	0.706
FIU Account Supervisor	0.706
FIU Messenger	1.058

The Rep Payees are responsible for the tasks listed above in Section 6.

C. The Case Managers are responsible for maintaining enrollment of up to 692-slots. The Fiscal Intermediary Unit (FIU) Account Managers are responsible for processing deposits and disbursement transactions on behalf of all Rep Payee clients. The Program Director provides supervision to the Case Managers. Associate Director supervises the Program Directors. The Director of Supportive Housing & Community Services (SH/CS) provides overall direction for the management and expansion of the program.

The following staff allocated among Departments provides administrative direction for Rep Payee Services: the FIU-Accounts Supervisor provides direction and training for Account Managers maintaining client accounts and processing deposits and disbursements. The Program Assistant, The IT Manager who maintains the program's electronic client files & computer systems is now an Indirect Cost.

7. Objectives and Measurements

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

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8. Continuous Quality Assurance and Improvement

A. Achievement of contract performance objectives.

Community Services Program Directors, Operations Director, and Director of Supportive Housing and Community Services meet bi-monthly to discuss program operations and the collection of data to track performance objectives.

B. Documentation quality, including a description of internal audits.

The Representative Payee Services require minimum documentation of clients' progress. However, staff document events that require medical, psychiatric, legal, or police involvement. Program Directors are aware of the documentation required by BHS and are in full compliance regarding confidentiality and release of information. Program Directors will conduct annual audits of files and quarterly audits of money management binders and report results to the Director of Operations and Director for assessment, training needs, and recommendations.

C. Cultural competency of staff and services.

The Diversity, Equity, Inclusion and Belonging Committee meets monthly to discuss program operations and plan for future trainings based on needs as discussed during the meeting.

D. Client satisfaction.

The Representative Payee programs participate in the annual survey per BHS dates and times. Operations Director and Director of supportive Housing and Community Services will review program results and incorporate feedback to the program operations.

Appendix B Calculation of Charges

1. Method of Payment

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

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

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

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

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

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

B. Final Closing Invoice

(1) Fee For Service Reimbursement:

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

(2) Cost Reimbursement:

A final closing invoice, clearly marked "FINAL," shall be submitted no later than forty-five

(45) calendar days following the closing date of each fiscal year of the Agreement, and shall include only those costs incurred during the referenced period of performance. If costs are not invoiced during this period, all unexpended funding set aside for this Agreement will revert to CITY.

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

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

CONTRACTOR agrees that within that fiscal year, this initial payment shall be recovered by the CITY through a reduction to monthly payments to CONTRACTOR during the period of October 1 through March 31 of the applicable fiscal year, unless and until CONTRACTOR chooses to return to the CITY all or part of the initial payment for that fiscal year. For fiscal year 2021-2022, the initial payment recovery period is October 2021 through January 2022 and May through June 2022. The amount of the initial payment recovered each month shall be calculated by dividing the total initial payment for the fiscal year by the total number of months for recovery. Any termination of this Agreement, whether for cause or for convenience, will result in the total outstanding amount of the initial payment for that fiscal year being due and payable to the CITY within thirty (30) calendar days following written notice of termination from the CITY.

2. Program Budgets and Final Invoice

A. Program are listed below:

- Appendix B-1A Outpatient Services
- Appendix B-1B Supportive Housing
- Appendix B-2 Rep Payee Services (*expires 06/30/2024*)

3. 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 Ninety-Three Million Five Hundred Fifty-One Thousand Two Hundred Two Dollars (\$93,255,538) for the period of July 1, 2018 through December 31, 2027.

CONTRACTOR understands that, of this maximum dollar obligation, \$6,504,632 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.

<i>Original Agreement (\$8,538,779)</i>	
July 1, 2018 through June 30, 2019	\$7,451,046
<i>Amendment One (\$44,862,864)</i>	
July 1, 2019 through June 30, 2020	\$7,672,601
July 1, 2020 through June 30, 2021	\$7,672,601
<i>FY 20-21 CODB (Direct Voucher)- \$228,201</i>	\$228,201
July 1, 2021 through June 30, 2022	\$10,235,006
July 1, 2022 through June 30, 2023	\$10,624,082
<i>Amendment Two (\$93,255,538)</i>	
July 1, 2023 through June 30, 2024	\$11,049,045
July 1, 2024 through June 30, 2025	\$9,499,374
July 1, 2025 through June 30, 2026	\$9,879,349
July 1, 2026 through June 30, 2027	\$10,274,523
July 1, 2027 through December 31, 2027	\$5,342,752
Subtotal	\$89,928,578
Contingency	\$6,504,632
TOTAL	\$93,255,538

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.

To provide for continuity of services while a new agreement was developed, the Department of Public Health established a contract with CONTRACTOR for the same services and for a contract term which partially overlaps the term of this new agreement. The existing contract shall be superseded by this new agreement, effective the first day of the month following the date upon which the Controller's Office certifies as to the availability of funds for this new agreement.

4. 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.

5. 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.”

6. 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 342				Appendix B, Page 1	
Legal Entity Name/Contractor Name CONARD HOUSE, INC.				Fiscal Year 2022-2023	
Contract ID Number FSP#1000010463			Funding Notification Date 08/04/22		
Appendix Number	B-1A	B-1B	B-2	B-#	
Provider Number	342	342	342		
Program Name	Outpatient	Supportive Housing	Rep Payee		
Program Code	89492	8949 SH	8949 RP		
Funding Term	7/1/2022-6/30/2023	7/1/2022-6/30/2023	7/1/2022-6/30/2023		
FUNDING USES					TOTAL
Salaries	\$ 1,093,005	\$ 1,413,324	\$ 1,031,817		\$ 3,538,146
Employee Benefits	\$ 210,472	\$ 392,522	\$ 310,424		\$ 913,418
Subtotal Salaries & Employee Benefits	\$ 1,303,477	\$ 1,805,846	\$ 1,342,241	\$ -	\$ 4,451,564
Operating Expenses	\$ 234,128	\$ 4,290,492	\$ 425,659		\$ 4,950,279
Capital Expenses					\$ -
Subtotal Direct Expenses	\$ 1,537,605	\$ 6,096,338	\$ 1,767,900	\$ -	\$ 9,401,843
Indirect Expenses	199,888	792,524	229,827		\$ 1,222,239
Indirect %	13.0%	13.0%	13.0%	0.0%	13.0%
TOTAL FUNDING USES	\$ 1,737,493	\$ 6,888,862	\$ 1,997,727	\$ -	\$ 10,624,082
				Employee Benefits Rate	25.0%
BHS MENTAL HEALTH FUNDING SOURCES					
MH Adult Fed SDMC FFP (50%)	\$ 750,005				\$ 750,005
MH Adult State 1991 MH Realignment	\$ 777,585	\$ 6,957			\$ 784,542
MH Adult County General Fund	\$ 209,903	\$ 5,170,470	\$ 797,071		\$ 6,177,444
MH Adult County GF WO CODB			\$ 43,490		\$ 43,490
MH WO HSA Rep Payee			\$ 1,087,255		\$ 1,087,255
MH MHSA (Adult)		\$ 1,611,435	\$ 69,911		\$ 1,681,346
MH SF Beds & Facilities-CoOP Housing		\$ 100,000			\$ 100,000
TOTAL BHS MENTAL HEALTH FUNDING SOURCES	\$ 1,737,493	\$ 6,888,862	\$ 1,997,727	\$ -	\$ 10,624,082
TOTAL DPH FUNDING SOURCES	\$ 1,737,493	\$ 6,888,862	\$ 1,997,727	\$ -	\$ 10,624,082
TOTAL FUNDING SOURCES (DPH AND NON-DPH)	\$ 1,737,493	\$ 6,888,862	\$ 1,997,727	\$ -	\$ 10,624,082
Prepared By	Roxie Uyeda				

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

DHCS Legal Entity Number <u>342</u>						Appendix Number	B-1A, Page 1
Provider Name <u>CONARD HOUSE, INC.</u>						Page Number	1
Provider Number <u>342</u>						Fiscal Year	2022-2023
Contract ID Number <u>FSP#1000010463</u>						Funding Notification Date	08/04/22
Program Name		Outpatient					
Program Code		89492	89492	89492	89492		
Mode/SFC (MH) or Modality (SUD)		15/01-09	15/10-57, 59	15/70-79	45/20-29		
Service Description		OP-Case Mgt Brokerage	OP-MH Svcs	OP-Crisis Intervention	OS-Cmnty Client Svcs		
Funding Term (mm/dd/yy-mm/dd/yy):		7/1/2022-6/30/2023	7/1/2022-6/30/2023	7/1/2022-6/30/2023	7/1/2022-6/30/2023		
FUNDING USES							TOTAL
Salaries & Employee Benefits		\$ 239,178	\$ 878,325	\$ 42,685	\$ 143,289	\$ -	\$ 1,303,477
Operating Expenses		\$ 42,961	\$ 157,763	\$ 7,667	\$ 25,737	\$ -	\$ 234,128
Capital Expenses							\$ -
Subtotal Direct Expenses		\$ 282,139	\$ 1,036,088	\$ 50,352	\$ 169,026	\$ -	\$ 1,537,605
Indirect Expenses		\$ 36,678	\$ 134,691	\$ 6,546	\$ 21,973	\$ -	\$ 199,888
Indirect %		13.0%	13.0%	13%	13%	0%	13%
TOTAL FUNDING USES		\$ 318,817	\$ 1,170,779	\$ 56,898	\$ 190,999	\$ -	\$ 1,737,493
BHS MENTAL HEALTH FUNDING SOURCES	Dept-Auth-Proj-Activity						
MH Adult Fed SDMC FFP (50%)	251984-10000-10001792-0001	\$ 154,617	\$ 567,794	\$ 27,594	\$ -	\$ -	\$ 750,005
MH Adult State 1991 MH Realignment	251984-10000-10001792-0001	\$ 142,681	\$ 523,962	\$ 25,464	\$ 85,478	\$ -	\$ 777,585
MH Adult County General Fund	251984-10000-10001792-0001	\$ 21,519	\$ 79,023	\$ 3,840	\$ 105,521	\$ -	\$ 209,903
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
This row left blank for funding sources not in drop-down list							\$ -
TOTAL BHS MENTAL HEALTH FUNDING SOURCES		\$ 318,817	\$ 1,170,779	\$ 56,898	\$ 190,999	\$ -	\$ 1,737,493
TOTAL DPH FUNDING SOURCES		\$ 318,817	\$ 1,170,779	\$ 56,898	\$ 190,999	\$ -	\$ 1,737,493
TOTAL FUNDING SOURCES (DPH AND NON-DPH)		318,817	1,170,779	56,898	190,999	-	1,737,493
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)	Fee-For-Service (FFS)	Fee-For-Service (FFS)		
DPH Units of Service		32,129	93,945	3,166	607		129,847
Unit Type		Staff Minute	Staff Minute	Staff Minute	Staff Hour	0	
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only)		\$ 9.92	\$ 12.46	\$ 17.97	\$ 314.66	\$ -	
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)		\$ 9.92	\$ 12.46	\$ 17.97	\$ 314.66	\$ -	
Published Rate (Medi-Cal Providers Only)		\$ 9.92	\$ 12.46	\$ 17.97	\$ 314.66		Total UDC
Unduplicated Clients (UDC)		47	172	8	28		255

Appendix B - DPH 3: Salaries & Employee Benefits Detail

Contract ID Number FSP#1000010463
 Program Name Outpatient
 Program Code 89492

Appendix Number -1A, Page
 Page Number 2
 Fiscal Year 2022-2023
 Funding Notification Date 08/04/22

	TOTAL		251984-10000-10001792-0001	Dept-Auth-Proj-Activity	Dept-Auth-Proj-Activity			
Funding Term	7/1/2022-6/30/2023		7/1/2022-6/30/2023	mm/dd/yy-mm/dd/yy	mm/dd/yy-mm/dd/yy			
Position Title	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries
Director Of Clinical Services	1.00	\$ 127,585	1.00	\$ 127,585				
Associate Clinical Director II	2.00	\$ 221,600	2.00	\$ 221,600				
Associate Director	0.17	\$ 14,860	0.17	\$ 14,860				
Program Assistant	0.18	\$ 7,972	0.18	\$ 7,972				
Clinical Program Director II	2.31	\$ 184,689	2.31	\$ 184,689				
Clinical Program Director III	0.77	\$ 76,946	0.77	\$ 76,946				
Case Manager I	0.77	\$ 38,809	0.77	\$ 38,809				
Clinical Case Manager II	1.54	\$ 100,028	1.54	\$ 100,028				
Clinical Case Manager III	2.31	\$ 194,389	2.31	\$ 194,389				
Clinical Quality Assurance Manager	1.00	\$ 70,512	1.00	\$ 70,512				
Client Information Specialist	0.38	\$ 19,168	0.38	\$ 19,168				
Clinical Intake Coordinator	0.38	\$ 36,447	0.38	\$ 36,447				
	0.00	\$ -						
	0.00	\$ -						
	0.00	\$ -						
	0.00	\$ -						
Totals:	12.81	\$ 1,093,005	12.81	\$ 1,093,005	0.00	\$ -	0.00	\$ -
Employee Benefits:	19.26%	\$ 210,472	19.26%	\$ 210,472	0.00%		0.00%	
TOTAL SALARIES & BENEFITS		\$ 1,303,477		\$ 1,303,477		\$ -		\$ -

Appendix B - DPH 4: Operating Expenses Detail

Contract ID Number FSP#1000010463
 Program Name Outpatient
 Program Code 89492

Appendix Number B-1A, Page 3
 Page Number 3
 Fiscal Year 2022-2023
 Funding Notification Date 08/04/22

Expense Categories & Line Items	TOTAL	251984-10000-10001792-0001	Dept-Auth-Proj-Activity	Dept-Auth-Proj-Activity
Funding Term	7/1/2022-6/30/2023	7/1/2022-6/30/2023	(mm/dd/yy-mm/dd/yy):	(mm/dd/yy-mm/dd/yy):
Rent	\$ 83,372	83,372		
Utilities (telephone, electricity, water, gas)	\$ 39,681	39,681		
Building Repair/Maintenance	\$ 3,346	3,346		
Occupancy Total:	\$ 126,399	126,399	-	-
Office Supplies	\$ 28,864	28,864		
Furniture Replacement	\$ 1,189	1,189		
Materials & Supplies Total:	\$ 30,053	30,053	-	-
Training/Staff Development	\$ 30,805	30,805		
Insurance	\$ 26,684	26,684		
Equipment Lease & Maintenance	\$ 16,185	16,185		
General Operating Total:	\$ 73,674	73,674	-	-
Local Travel	\$ 3,227	3,227		
Staff Travel Total:	\$ 3,227	3,227	-	-
Other (provide detail):	\$ -			
Operating Fees [License, fees, TB tests]	\$ 775	775		
	\$ -	-		
Other Total:	\$ 775	775	-	-
TOTAL OPERATING EXPENSE	\$ 234,128	234,128	-	-

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

DHCS Legal Entity Number 342		Appendix Number B-1B, Page 1	
Provider Name <u>CONARD HOUSE, INC.</u>		Page Number 1	
Provider Number 342		Fiscal Year 2022-2023	
Contract ID Number FSP#1000010463		Funding Notification Date 08/04/22	
Program Name	Supportive Housing	Supportive Housing	
Program Code	8949 SH	8949 SH	
Mode/SFC (MH) or Modality (SUD)	60/78	60/78	
Service Description	SS-Other Non-MediCal Client Support Exp	SS-Other Non-MediCal Client Support Exp	
Funding Term (mm/dd/yy-mm/dd/yy):	7/1/2022-6/30/2023	7/1/2022-6/30/2023	
FUNDING USES			TOTAL
Salaries & Employee Benefits	\$ 1,548,180	\$ 257,666	\$ 1,805,846
Operating Expenses	\$ 3,122,109	\$ 1,168,383	\$ 4,290,492
Capital Expenses		\$ -	\$ -
Subtotal Direct Expenses	\$ 4,670,289	\$ 1,426,049	\$ 6,096,338
Indirect Expenses	\$ 607,138	\$ 185,386	\$ 792,524
Indirect %	13%	13%	13.0%
TOTAL FUNDING USES	\$ 5,277,427	\$ 1,611,435	\$ 6,888,862
BHS MENTAL HEALTH FUNDING SOURCES	Dept-Auth-Proj-Activity		
MH Adult State 1991 MH Realignment	251984-10000-10001792-0001	\$ 6,957	\$ -
MH Adult County General Fund	251984-10000-10001792-0001	\$ 5,170,470	\$ -
MH MHSA (Adult)	251984-17156-10031199-0071		\$ 1,611,435
MH SF Beds & Facilities-CoOP Housing	240645-21531-10037398-0010	\$ 100,000	\$ -
			\$ -
This row left blank for funding sources not in drop-down list			
TOTAL BHS MENTAL HEALTH FUNDING SOURCES		\$ 5,277,427	\$ 1,611,435
TOTAL DPH FUNDING SOURCES		\$ 5,277,427	\$ 1,611,435
TOTAL FUNDING SOURCES (DPH AND NON-DPH)		5,277,427	1,611,435
BHS UNITS OF SERVICE AND UNIT COST			
Number of Beds Purchased			
SUD Only - Number of Outpatient Group Counseling Sessions			
SUD Only - Licensed Capacity for Narcotic Treatment Programs			
Payment Method	Fee-For-Service (FFS)	Cost Reimbursement (CR)	
DPH Units of Service	144,427	9,541	
Unit Type	Staff Hour or Client Day, depending on contract.	Staff Hour or Client Day, depending on contract.	
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only)	\$ 36.54	\$ 168.90	
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)	\$ 36.54	\$ 168.90	
Published Rate (Medi-Cal Providers Only)	\$ 36.54	\$ 168.90	
Unduplicated Clients (UDC)	475	28	Total UDC 503

Appendix B - DPH 3: Salaries & Employee Benefits Detail

Contract ID Number FSP#1000010463
 Program Name Supportive Housing
 Program Code 8949 SH

Appendix Number 3-1B, Page 2
 Page Number 2
 Fiscal Year 2022-2023
 Funding Notification Date 08/04/22

	TOTAL		251984-10000-10001792-0001		251984-17156-10031199-0071		240645-21531-10037398-0010		Dept-Auth-Proj-Activity	
Funding Term	7/1/2022-6/30/2023		7/1/2022-6/30/2023		7/1/2021-6/30/2022		7/1/2021-6/30/2022:		(mm/dd/yy-mm/dd/yy):	
Position Title	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries
Director SHP/CS	0.45	\$ 52,525	0.45	\$ 52,525	0.00	\$ -				
Associate Director	1.31	\$ 138,671	0.26	\$ 23,760	1.05	\$ 114,911				
Program Assistant	0.34	\$ 15,295	0.28	\$ 12,745	0.06	\$ 2,550				
Clinical Program Director II	3.69	\$ 295,293	3.47	\$ 226,197	0.00	\$ -	0.22	\$ 69,096		
Clinical Program Director III	1.23	\$ 123,026	1.23	\$ 123,026	0.00	\$ -				
Case Manager I	1.23	\$ 62,050	1.23	\$ 62,050	0.00	\$ -				
Clinical Case Manager II	2.46	\$ 159,931	2.46	\$ 159,931	0.00	\$ -				
Clinical Case Manager III	4.69	\$ 394,998	3.69	\$ 310,800	1.00	\$ 84,198				
Clinical Intake Coordinator	0.62	\$ 30,648	0.62	\$ 30,648	0.00	\$ -				
Accounting Assistant	0.62	\$ 58,273	0.62	\$ 58,273	0.00	\$ -				
FIU Account Manager	0.11	\$ 5,351	0.11	\$ 5,351	0.00	\$ -				
FIU Messenger	1.77	\$ 68,222	1.77	\$ 68,222	0.00	\$ -				
FIU Senior Account Manager	0.11	\$ 5,821	0.11	\$ 5,821	0.00	\$ -				
		\$ -								
		\$ -								
	0.00	\$ -								
Totals:	18.69	\$ 1,413,324	16.36	1,142,569	2.11	\$ 201,659	0.22	\$ 69,096	0.00	\$ -
Employee Benefits:	27.77%	\$ 392,522	27.77%	317,325	27.77%	56,007	27.77%	\$ 19,190	0.00%	
TOTAL SALARIES & BENEFITS		\$ 1,805,846		1,459,894		\$ 257,666		\$ 88,286		\$ -

Appendix B - DPH 4: Operating Expenses Detail

Contract ID Number FSP#1000010463
Program Name Supportive Housing
Program Code 8949 SH

Appendix Number B-1B, Page 3
Page Number 7
Fiscal Year 2022-2023
Funding Notification Date 08/04/22

Expense Categories & Line Items	TOTAL	251984-10000-10001792-0001	251984-17156-10031199-0071		
Funding Term	7/1/2022-6/30/2023	7/1/2022-6/30/2023	7/1/2022-6/30/2023	(mm/dd/yy-mm/dd/yy):	(mm/dd/yy-mm/dd/yy):
Rent	\$ 164,799	\$ 146,714	\$ 18,085		
Utilities (telephone, electricity, water, gas)	\$ 69,166	\$ 66,667	\$ 2,499		
Building Repair/Maintenance	\$ 25,274	\$ 24,905	\$ 369		
Occupancy Total:	\$ 259,239	\$ 238,286	\$ 20,953	\$ -	\$ -
Office Supplies	\$ 49,860	\$ 47,030	\$ 2,830		
Furniture Replacement	\$ 2,870	\$ 1,900	\$ 970		
Materials & Supplies Total:	\$ 52,730	\$ 48,930	\$ 3,800	\$ -	\$ -
Training/Staff Development	\$ 49,266	\$ 49,252	\$ 14		
Insurance	\$ 43,975	\$ 42,663	\$ 1,312		
Equipment Lease & Maintenance	\$ 34,170	\$ 25,878	\$ 8,292		
General Operating Total:	\$ 127,411	\$ 117,793	\$ 9,618	\$ -	\$ -
Local Travel	\$ 5,308	\$ 5,159	\$ 149		
Staff Travel Total:	\$ 5,308	\$ 5,159	\$ 149	\$ -	\$ -
Other (provide detail):	\$ -				
Legal Services [client related]	\$ 52,217	\$ 52,217	\$ -		
Client Services [food, transportation, activities fund]	\$ 93,437	\$ 91,859	\$ 1,578		
Client Services [check cashing, program related bank services]	\$ 24,037	\$ 24,037			
DPH Subsidy	\$ 3,674,855	\$ 2,542,589	\$ 1,132,266		
Operating Fees [License, fees, bank analysis]	\$ 1,258	\$ 1,239	\$ 19		
	\$ -	\$ -	\$ -		
Other Total:	\$ 3,845,804	\$ 2,711,941	\$ 1,133,863	\$ -	\$ -
TOTAL OPERATING EXPENSE	\$ 4,290,492	\$ 3,122,109	\$ 1,168,383	\$ -	\$ -

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

DHCS Legal Entity Number 342		Appendix Number B-2, Page 1	
Provider Name Conard House, Inc.		Page Number 1	
Provider Number 342		Fiscal Year 2022-2023	
Contract ID Number FSP#1000010463		Funding Notification Date 08/04/22	
Program Name		Rep Payee	
Program Code 8949 RP			
Mode/SFC (MH) or Modality (SUD) 60/78			
Service Description SS-Other Non-MediCal Client Support Exp			
Funding Term (mm/dd/yy-mm/dd/yy): 7/1/2022-6/30/2023			
FUNDING USES			TOTAL
Salaries & Employee Benefits	\$ 1,342,241		\$ 1,342,241
Operating Expenses	\$ 425,659		\$ 425,659
Capital Expenses			\$ -
Subtotal Direct Expenses	\$ 1,767,900	\$ -	\$ 1,767,900
Indirect Expenses	\$ 229,827		\$ 229,827
Indirect %	13.0%	0.0%	0.0%
TOTAL FUNDING USES	\$ 1,997,727	\$ -	\$ 1,997,727
BHS MENTAL HEALTH FUNDING SOURCES	Dept-Auth-Proj-Activity		
MH Adult County General Fund	251984-10000-10001792-0001	\$ 797,071	\$ 797,071
MH Adult County GF WO CODB	251984-10000-10001792-0001	\$ 43,490	\$ 43,490
MH MHSA (Adult)	251984-17156-10031199-0071	\$ 69,911	\$ 69,911
MH WO HSA Rep Payee	251984-10002-10001988-0006	\$ 1,087,255	\$ 1,087,255
			\$ -
This row left blank for funding sources not in drop-down list			\$ -
TOTAL BHS MENTAL HEALTH FUNDING SOURCES		\$ 1,997,727	\$ -
TOTAL DPH FUNDING SOURCES		\$ 1,997,727	\$ -
TOTAL FUNDING SOURCES (DPH AND NON-DPH)		1,997,727	-
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)		
DPH Units of Service	227,322		227,322
Unit Type	Staff Hour or Client Day, depending on contract.	0	
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only)	\$ 8.79	\$ -	
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)	\$ 8.79	\$ -	
Published Rate (Medi-Cal Providers Only)	\$ 8.79		Total UDC
Unduplicated Clients (UDC)	727		727

Appendix B - DPH 3: Salaries & Employee Benefits Detail

Contract ID Number FSP#1000010463
 Program Name Rep Payee
 Program Code 8949 RP

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 Fiscal Year 2022-2023
 Funding Notification Date 08/04/22

GF WO & WO CODB MHSA

Funding Notification Date 08/04/22

Funding Term	TOTAL		251984-10000-10001792-0001		251984-10000-10001792-0001& 251984-10002-10001988-0006		251984-17156-10031199-0071		Dept-Auth-Proj-Activity		Dept-Auth-Proj-Activity	
	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries
7/1/2022-6/30/2023	7/1/2022-6/30/2023	7/1/2022-6/30/2023	7/1/2022-6/30/2023	7/1/2022-6/30/2023	7/1/2022-6/30/2023	7/1/2022-6/30/2023	7/1/2022-6/30/2023	7/1/2022-6/30/2023	7/1/2022-6/30/2023	mm/dd/yy-mm/dd/yy		
Director SHP/CS	0.30	\$ 35,680	0.12	\$ 14,236	0.17	\$ 20,195	0.01	\$ 1,249				
Associate Director	0.26	\$ 23,710	0.11	\$ 9,460	0.15	\$ 13,420	0.01	\$ 830				
Program Assistant	0.26	\$ 11,793	0.10	\$ 4,705	0.15	\$ 6,675	0.01	\$ 413				
Program Director II	2.90	\$ 194,534	1.16	\$ 77,618	1.63	\$ 110,109	0.10	\$ 6,807				
Senior Case Manager I	1.99	\$ 105,664	0.80	\$ 42,158	1.12	\$ 59,808	0.07	\$ 3,698				
Case Manager I	8.50	\$ 425,536	3.41	\$ 169,780	4.79	\$ 240,867	0.30	\$ 14,889				
Fill In Case Manager	1.00	\$ 49,817	0.40	\$ 19,876	0.56	\$ 28,198	0.04	\$ 1,743				
Fill In Case Manager II	1.00	\$ 51,126	0.40	\$ 20,399	0.56	\$ 28,938	0.04	\$ 1,789				
FIU Account Manager	0.73	\$ 36,267	0.29	\$ 14,470	0.41	\$ 20,528	0.03	\$ 1,269				
FIU Messenger	1.09	\$ 42,121	0.44	\$ 16,806	0.61	\$ 23,841	0.04	\$ 1,474				
FIU Senior Account Manager	0.73	\$ 39,465	0.29	\$ 15,746	0.41	\$ 22,338	0.03	\$ 1,381				
	0.00	\$ -										
Totals:	19.07	\$ 1,031,817	7.65	\$ 411,679	10.75	\$ 584,032	0.67	\$ 36,106	0.00	\$ -	0.00	\$ -
Employee Benefits:	30.09%	\$ 310,424	30.09%	\$ 123,854	30.09%	\$ 175,707	30.09%	\$ 10,863	0.00%		0.00%	
TOTAL SALARIES & BENEFITS		\$ 1,342,241		\$ 535,533		\$ 759,739		\$ 46,969		\$ -		\$ -

Appendix B - DPH 4: Operating Expenses Detail

Contract ID Number FSP#1000010463
 Program Name Rep Payee
 Program Code 8949 RP

Appendix Number
 Page Number
 Fiscal Year
 Notification Date

B-2, Page 3
 3
 2022-2023
 08/04/22

GF WO & WO CODB MHSA Notification Date

Expense Categories & Line Items	TOTAL	251984-1000-10001792-0001	251984-10000-10001792-0001&251984-10002-	251984-17156-10031199-0071	Dept-Auth-Proj-Activity	Dept-Auth-Proj-Activity	Dept-Auth-Proj-Activity
Funding Term	7/1/2022-6/30/2023	7/1/2022-6/30/2023	7/1/2022-6/30/2023	7/1/2022-6/30/2023	m/dd/yy-mm/dd/yy	7/1/2022-6/30/2023	m/dd/yy-mm/dd/yy
Rent	\$ 195,533	\$ 78,965	\$ 110,000	\$ 6,568			
Utilities (telephone, electricity, water, gas)	\$ 72,060	\$ 29,100	\$ 40,539	\$ 2,421			
Building Repair/Maintenance	\$ 25,934	\$ 10,474	\$ 14,589	\$ 871			
Occupancy Total:	\$ 293,527	\$ 118,539	\$ 165,128	\$ 9,860	\$ -	\$ -	\$ -
Office Supplies	\$ 24,416	\$ 9,861	\$ 13,738	\$ 817			
Furniture Replacement	\$ 494	\$ 199	\$ 278	\$ 17			
Materials & Supplies Total:	\$ 24,910	\$ 10,060	\$ 14,016	\$ 834	\$ -	\$ -	\$ -
Training/Staff Development	\$ 211	\$ 86	\$ 118	\$ 7			
Insurance	\$ 3,748	\$ 1,514	\$ 2,108	\$ 126			
Equipment Lease & Maintenance	\$ 19,164	\$ 7,852	\$ 9,503	\$ 1,809			
General Operating Total:	\$ 23,123	\$ 9,452	\$ 11,729	\$ 1,942	\$ -	\$ -	\$ -
Local Travel	\$ 3,606	\$ 1,457	\$ 2,028	\$ 121			
Staff Travel Total:	\$ 3,606	\$ 1,457	\$ 2,028	\$ 121	\$ -	\$ -	\$ -
Other (provide detail):	\$ -						
Legal Services [client related]	\$ 1,881	\$ 760	\$ 1,058	\$ 63			
Client Services [food, transportation, activities fund]	\$ 14,455	\$ 5,433	\$ 8,641	\$ 381			
Client Services [check cashing, program related bank services]	\$ 63,343	\$ 23,808	\$ 37,863	\$ 1,672			
Operating Fees [License, fees, bank analysis]	\$ 814	\$ 330	\$ 457	\$ 27			
	\$ -						
	\$ -						
Other Total:	\$ 80,493	\$ 30,331	\$ 48,019	\$ 2,143	\$ -	\$ -	\$ -
TOTAL OPERATING EXPENSE	\$ 425,659	\$ 169,839	\$ 240,920	\$ 14,900	\$ -	\$ -	\$ -

Appendix B - DPH 6: Contract-Wide Indirect Detail

Contractor Name	CONARD HOUSE, INC.	Page Number	15
Contract ID Number	FSP#1000010463	Fiscal Year	2022-2023
		Funding Notification Date	8/4/22

1. SALARIES & EMPLOYEE BENEFITS

Position Title	FTE	Amount
Executive Director	0.45	\$ 94,723
Director Administrative Svcs	0.74	\$ 82,096
Human Resources Manager	0.74	\$ 58,025
Director Of Finance	0.66	\$ 91,028
Controller	0.66	\$ 67,174
Senior Accounting Manager	0.66	\$ 58,845
Accounting Manager	0.74	\$ 66,839
Payroll Accountant	0.74	\$ 46,036
Accounts Payable Accountant	0.74	\$ 41,946
Staff Accountant	0.74	\$ 45,184
Accounting Assistant	0.52	\$ 26,012
IT Manager	0.74	\$ 48,902
Executive Assistant	0.74	\$ 59,930
Program Assistant	0.74	\$ 32,219
Director Of Real Estate	0.07	\$ 8,309
	-	
	Subtotal:	9.71 \$ 827,267
	Employee Benefits:	21.7% \$ 179,189
	Total Salaries and Employee Benefits:	\$ 1,006,456

2. OPERATING COSTS

Expenses (Use expense account name in the ledger.)	Amount
Contracted Services	\$ 13,004
Legal Fees	\$ 812
Audit Fees	\$ 18,270
Accounting\Bookkeeping\Data	\$ 36,565
Insurance	\$ 10,672
Rent	\$ 42,727
Utilities	\$ 3,018
Telephone	\$ 8,312
Maintenance and Repairs	\$ 2,963
Furniture replacement	\$ 460
Equipment Rental	\$ 13,589
Office Expense and Supplies	\$ 24,979
Travel	\$ 20,650
Training	\$ 1,195
Operating Fees	\$ 18,567
	Total Operating Costs \$ 215,783
	Total Indirect Costs \$ 1,222,239

Total Indirect from DPH 1: \$ 1,222,239

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 # 1000010463**

In accordance with section 3.c (Effect of Termination) of the Business Associate Agreement, attached as Appendix E to the Agreement between the City and Contractor dated July 1, 2023 (“Agreement”), the City hereby directs Contractor to destroy all Protected Information that Contractor and its agents and subcontractors (collectively “Contractor”) still maintain in any form. Contractor may retain no copies of destroyed Protected Information.” Destruction must be in accordance with the guidance of the Secretary of the U.S. Department of Health and Human Services (“Secretary”) regarding proper destruction of PHI.

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

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

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

So Certified

Signature

Title:

Date:

APPENDIX E



San Francisco Department of Public Health
Business Associate Agreement

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

RECITALS

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

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

1. Definitions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Obligations of Business Associate.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3. Termination.

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

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

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

d. Civil and Criminal Penalties. BA understands and agrees that it is subject to civil or criminal penalties applicable to BA for unauthorized use, access or disclosure 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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