

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

Agreement between the City and County of San Francisco and

**A Better Way
Contract ID: 1000007166**

This Agreement is made this 1st day of July, 2017, in the City and County of San Francisco, State of California, by and between **A Better Way, 3200 Adeline Street, Berkeley, CA 94703** ("Contractor") and City.

Recitals

WHEREAS, the Department of Public Health ("Department") wishes to provide mental health and substance abuse treatment services; and,

WHEREAS, this Agreement was competitively procured as required by San Francisco Administrative Code Chapter 21.1 through RFP-01-2017 and RFP-33-2016, Request for Proposals ("RFP's") issued on March 7, 2017 and November 2, 2016 respectively, in which City selected Contractor as the highest qualified scorer pursuant to the RFP's;

WHEREAS, there is no Local Business Entity ("LBE") subcontracting participation requirement for this Agreement; and

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

WHEREAS, approval for this Agreement was obtained when the Civil Service Commission approved Contract numbers 46987-16/17 on June 19, 2017;

Now, THEREFORE, the parties agree as follows:

Article 1 Definitions

The following definitions apply to this Agreement:

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

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

1.3 "CMD" means the Contract Monitoring Division of the City.

1.4 "Contractor" or "Consultant" means **A Better Way, 3200 Adeline Street, Berkeley, CA 94703.**

1.5 "Deliverables" means Contractor's work product resulting from the Services that are provided by Contractor to City during the course of Contractor's performance of the Agreement, including without limitation, the work product described in the "Scope of Services" attached as Appendix A.

1.6 "Effective Date" means the date upon which the City's Controller certifies the availability of funds for this Agreement as provided in Section 3.1.

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

1.8 "Party" and "Parties" mean the City and Contractor either collectively or individually.

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

Article 2 Term of the Agreement

2.1 The term of this Agreement shall commence on the latter of: (i) July 1, 2017; or (ii) the Effective Date and expire on December 31, 2021, unless earlier terminated as otherwise provided herein.

Article 3 Financial Matters

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

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

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

3.3 **Compensation.**

Payment. Contractor shall provide an invoice to the City on a monthly basis for Services completed in the immediate preceding month, unless a different schedule is set out in Appendix B, "Calculation of Charges." Compensation shall be made for Services identified in the invoice that the Director of Health, in his or her sole discretion, concludes has been satisfactorily performed. Payment shall be made within 30 calendar days of receipt of the invoice, unless the City notifies the Contractor that a dispute as to the invoice exists. In no event shall the amount of this Agreement exceed **Nine Million Three Hundred Twenty Seven Thousand Thirty Three Dollars (\$9,327,033)** for the period of July 1, 2017 through December 31, 2021. 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.

3.3.1 **Payment Limited to Satisfactory Services.** Contractor is not entitled to any payments from City until Department of Public Health approves Services, including any furnished Deliverables, as satisfying all of the requirements of this Agreement. Payments to Contractor by City shall not excuse Contractor from its obligation to replace unsatisfactory Deliverables, including equipment, components, materials, or Services even if the unsatisfactory character of such Deliverables, equipment, components, materials, or Services may not have been apparent or detected at the time such payment was made. Deliverables, equipment, components, materials and Services that do not conform to the requirements of this Agreement may be rejected by City and in such case must be replaced by Contractor without delay at no cost to the City.

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

3.3.3 **Invoice Format.** Invoices furnished by Contractor under this Agreement must be in a form acceptable to the Controller and City, and must include a unique invoice number. Payment shall be made by City specified in Section 3.3.6, or in such alternate manner as the Parties have mutually agreed upon in writing.

3.3.4 **Reserved. (LBE Payment and Utilization Tracking System)**

3.3.5 **Getting paid for goods and/or services from the City.**

(a) All City vendors receiving new contracts, contract renewals, or contract extensions must sign up to receive electronic payments through, the City's Automated Clearing House (ACH)

payments service/provider. Electronic payments are processed every business day and are safe and secure. To sign up for electronic payments, visit www.sfgov.org/ach.

(b) The following information is required to sign up: (i) The enroller must be their company's authorized financial representative, (ii) the company's legal name, main telephone number and all physical and remittance addresses used by the company, (iii) the company's U.S. federal employer identification number (EIN) or Social Security number (if they are a sole proprietor), and (iv) the company's bank account information, including routing and account numbers.

3.3.6 Grant Funded Contracts.

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

3.4 **Audit and Inspection of Records.** 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 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.

3.4.1 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 OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations. Said requirements can be found at the following website address: <http://www.whitehouse.gov/omb/circulars/a133/a133.html>.

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.

3.4.2 The Director of Public Health or his / her designee may approve a waiver of the audit requirement in Section 3.4.1 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.

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

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

3.6 **Reserved. (Payment of Prevailing Wages)**

Article 4 Services and Resources

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

4.2 **Qualified Personnel.** Contractor shall utilize only competent personnel under the supervision of, and in the employment of, Contractor (or Contractor's authorized subcontractors) to perform the Services. Contractor will comply with City's reasonable requests regarding assignment and/or removal of personnel, but all personnel, including those assigned at City's request, must be supervised by Contractor. Contractor shall commit adequate resources to allow timely completion within the project schedule specified in this Agreement.

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

4.3.1 Contractor will not employ subcontractors.

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A Better Way
July 1, 2017

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

4.4.1 **Independent Contractor.** For the purposes of this Article 4, "Contractor" shall be deemed to include not only Contractor, but also any agent or employee of Contractor. Contractor acknowledges and agrees that at all times, Contractor or any agent or employee of Contractor shall be deemed at all times to be an independent contractor and is wholly responsible for the manner in which it performs the services and work requested by City under this Agreement. Contractor, its agents, and employees will not represent or hold themselves out to be employees of the City at any time. Contractor or any agent or employee of Contractor shall not have employee status with City, nor be entitled to participate in any plans, arrangements, or distributions by City pertaining to or in connection with any retirement, health or other benefits that City may offer its employees. Contractor or any agent or employee of Contractor is liable for the acts and omissions of itself, its employees and its agents. Contractor shall be responsible for all obligations and payments, whether imposed by federal, state or local law, including, but not limited to, FICA, income tax withholdings, unemployment compensation, insurance, and other similar responsibilities related to Contractor's performing services and work, or any agent or employee of Contractor providing same. Nothing in this Agreement shall be construed as creating an employment or agency relationship between City and Contractor or any agent or employee of Contractor. Any terms in this Agreement referring to direction from City shall be construed as providing for direction as to policy and the result of Contractor's work only, and not as to the means by which such a result is obtained. City does not retain the right to control the means or the method by which Contractor performs work under this Agreement. Contractor agrees to maintain and make available to City, upon request and during regular business hours, accurate books and accounting records demonstrating Contractor's compliance with this section. Should City determine that Contractor, or any agent or employee of Contractor, is not performing in accordance with the requirements of this Agreement, City shall provide Contractor with written notice of such failure. Within five (5) business days of Contractor's receipt of such notice, and in accordance with Contractor policy and procedure, Contractor shall remedy the deficiency. Notwithstanding, if City believes that an action of Contractor, or any agent or employee of Contractor, warrants immediate remedial action by Contractor, City shall contact Contractor and provide Contractor in writing with the reason for requesting such immediate action.

4.4.2 **Payment of Employment Taxes and Other Expenses.** Should City, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Division, or both, determine that Contractor is an employee for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Contractor which can be applied against this liability). City shall then forward those amounts to the relevant taxing authority. Should a relevant taxing authority determine a liability for past services performed by Contractor for City, upon notification of such fact by City, Contractor shall promptly remit such amount due or arrange with City to have the amount due withheld from future payments to Contractor under this Agreement (again, offsetting any amounts already paid by Contractor which can be applied as a credit against such liability). A determination of employment status pursuant to the preceding two paragraphs shall be solely for the purposes of the particular tax in question, and for all other purposes of this Agreement, Contractor shall not be considered an employee of City. Notwithstanding the foregoing, Contractor agrees to indemnify and save harmless City and its officers, agents and employees from, and, if requested, shall defend them against any and all claims, losses, costs, damages, and expenses, including attorneys' fees, arising from this section.

4.5 **Assignment.** The Services to be performed by Contractor are personal in character and neither this Agreement nor any duties or obligations hereunder may be assigned or delegated by Contractor unless first approved by City by written instrument executed and approved in the same manner as this Agreement. Any purported assignment made in violation of this provision shall be null and void.

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

4.7 **Reserved. Liquidated Damages.**

4.8 **Reserved. Bonding Requirements.**

Article 5 Insurance and Indemnity

5.1 Insurance.

5.1.1 **Required Coverages.** Without in any way limiting Contractor's liability pursuant to the "Indemnification" section of this Agreement, Contractor must maintain in force, during the full term of the Agreement, insurance in the following amounts and coverages:

- (a) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than \$1,000,000 each accident, injury, or illness; and
- (b) Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; policy must include Abuse and Molestation coverage.
- (c) Commercial Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence, "Combined Single Limit" for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.
- (d) Professional liability insurance, applicable to Contractor's profession, with limits not less than \$1,000,000 each claim with respect to negligent acts, errors or omissions in connection with the Services.
- (e) Blanket Fidelity Bond or Crime Policy with limits of in the amount of any Initial Payment included under this Agreement covering employee theft of money written with a per loss limit.

5.1.2 Commercial General Liability and Commercial Automobile Liability Insurance policies must be endorsed to provide:

- (a) Name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees.

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

5.1.3 All policies shall be endorsed to provide thirty (30) days' advance written notice to the City of cancellation for any reason, intended non-renewal, or reduction in coverages. Notices shall be sent to the City address set forth in Section 11.1, entitled "Notices to the Parties."

5.1.4 Should any of the required insurance be provided under a claims-made form, Contractor shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three years beyond the expiration of this Agreement, to the effect that, should occurrences during the contract term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.

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

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

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

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

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

5.2 Indemnification. Contractor shall indemnify and hold harmless City and its officers, agents and employees from, and, if requested, shall defend them from and against any and all claims, demands, losses, damages, costs, expenses, and liability (legal, contractual, or otherwise) arising from or in any way connected with any: (i) injury to or death of a person, including employees of City or Contractor; (ii) loss of or damage to property; (iii) violation of local, state, or federal common law, statute or regulation, including but not limited to privacy or personally identifiable information, health information, disability and labor laws or regulations; (iv) strict liability imposed by any law or regulation; or (v) losses arising from Contractor's execution of subcontracts not in accordance with the requirements of this Agreement applicable to subcontractors; so long as such injury, violation, loss, or strict liability (as set forth in subsections (i) – (v) above) arises directly or indirectly from Contractor's performance of this Agreement, including, but not limited to, Contractor's use of facilities or equipment provided by City or others, regardless of the negligence of, and regardless of whether liability without fault is imposed or sought to be imposed on City, except to the extent that such indemnity is void or otherwise unenforceable under applicable law, and except where such

loss, damage, injury, liability or claim is the result of the active negligence or willful misconduct of City and is not contributed to by any act of, or by any omission to perform some duty imposed by law or agreement on Contractor, its subcontractors, or either's agent or employee. Contractor shall also indemnify, defend and hold City harmless from all suits or claims or administrative proceedings for breaches of federal and/or state law regarding the privacy of health information, electronic records or related topics, arising directly or indirectly from Contractor's performance of this Agreement, except where such breach is the result of the active negligence or willful misconduct of City. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs and City's costs of investigating any claims against the City.

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

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

Article 6 Liability of the Parties

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

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

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

Article 7 Payment of Taxes

7.1 Except for any applicable California sales and use taxes charged by Contractor to City, Contractor shall pay all taxes, including possessory interest taxes levied upon or as a result of this Agreement, or the Services delivered pursuant hereto. Contractor shall remit to the State of California any sales or use taxes paid by City to Contractor under this Agreement. Contractor agrees to promptly provide

information requested by the City to verify Contractor's compliance with any State requirements for reporting sales and use tax paid by City under this Agreement.

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

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

7.2.2 Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that the creation, extension, renewal, or assignment of this Agreement may result in a “change in ownership” for purposes of real property taxes, and therefore may result in a revaluation of any possessory interest created by this Agreement. Contractor accordingly agrees on behalf of itself and its permitted successors and assigns to report on behalf of the City to the County Assessor the information required by Revenue and Taxation Code section 480.5, as amended from time to time, and any successor provision.

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

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

Article 8 Termination and Default

8.1 Termination for Convenience

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

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

(a) Halting the performance of all Services under this Agreement on the date(s) and in the manner specified by City.

(b) Terminating all existing orders and subcontracts, and not placing any further orders or subcontracts for materials, Services, equipment or other items.

(c) At City's direction, assigning to City any or all of Contractor's right, title, and interest under the orders and subcontracts terminated. Upon such assignment, City shall have the right, in its sole discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.

(d) Subject to City's approval, settling all outstanding liabilities and all claims arising out of the termination of orders and subcontracts.

(e) Completing performance of any Services that City designates to be completed prior to the date of termination specified by City.

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

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

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

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

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

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

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

8.1.5 In arriving at the amount due to Contractor under this Section, City may deduct: (i) all payments previously made by City for Services covered by Contractor's final invoice; (ii) any claim which

City may have against Contractor in connection with this Agreement; (iii) any invoiced costs or expenses excluded pursuant to the immediately preceding subsection 8.1.4; and (iv) in instances in which, in the opinion of the City, the cost of any Service performed under this Agreement is excessively high due to costs incurred to remedy or replace defective or rejected Services, the difference between the invoiced amount and City's estimate of the reasonable cost of performing the invoiced Services in compliance with the requirements of this Agreement.

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

8.2 Termination for Default; Remedies.

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

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

3.5	Submitting False Claims.	10.10	Alcohol and Drug-Free Workplace
4.5	Assignment	10.13	Working with Minors
Article 5	Insurance and Indemnity	11.10	Compliance with Laws
Article 7	Payment of Taxes	13.1	Nondisclosure of Private, Proprietary or Confidential Information
13.4	Protected Health Information		

(b) Contractor fails or refuses to perform or observe any other term, covenant or condition contained in this Agreement, including any obligation imposed by ordinance or statute and incorporated by reference herein, and such default continues for a period of ten days after written notice thereof from City to Contractor.

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

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

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

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

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

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

8.4 **Rights and Duties upon Termination or Expiration.**

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

3.3.2	Payment Limited to Satisfactory Services	9.1	Ownership of Results
3.3.7(a)	Grant Funded Contracts - Disallowance	9.2	Works for Hire
3.4	Audit and Inspection of Records	11.6	Dispute Resolution Procedure
3.5	Submitting False Claims	11.7	Agreement Made in California; Venue
Article 5	Insurance and Indemnity	11.8	Construction
6.1	Liability of City	11.9	Entire Agreement
6.3	Liability for Incidental and Consequential Damages	11.10	Compliance with Laws
Article 7	Payment of Taxes	11.11	Severability
8.1.6	Payment Obligation	13.1	Nondisclosure of Private, Proprietary or Confidential Information
13.4	Protected Health Information	Appendix E	Business Associate Agreement & Protected Information Privacy and Security Agreement

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

Article 9 Rights In Deliverables

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

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

Article 10 Additional Requirements Incorporated by Reference

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

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

10.3 **Prohibition on Use of Public Funds for Political Activity.** In performing the Services, Contractor shall comply with San Francisco Administrative Code Chapter 12G, which prohibits funds appropriated by the City for this Agreement from being expended to participate in, support, or attempt to

influence any political campaign for a candidate or for a ballot measure. Contractor is subject to the enforcement and penalty provisions in Chapter 12G.

10.4 **Reserved.**

10.5 **Nondiscrimination Requirements**

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

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

10.6 **Local Business Enterprise and Non-Discrimination in Contracting Ordinance.** Contractor shall comply with all applicable provisions of Chapter 14B ("LBE Ordinance"). Contractor is subject to the enforcement and penalty provisions in Chapter 14B.

10.7 **Minimum Compensation Ordinance.** Contractor shall pay covered employees no less than the minimum compensation required by San Francisco Administrative Code Chapter 12P. Contractor is subject to the enforcement and penalty provisions in Chapter 12P. By signing and executing this Agreement, Contractor certifies that it is in compliance with Chapter 12P.

10.8 **Health Care Accountability Ordinance.** Contractor shall comply with San Francisco Administrative Code Chapter 12Q. Contractor shall choose and perform one of the Health Care Accountability options set forth in San Francisco Administrative Code Chapter 12Q.3. Contractor is subject to the enforcement and penalty provisions in Chapter 12Q.

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

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

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

10.11 Limitations on Contributions. By executing this Agreement, Contractor acknowledges that it is familiar with section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with 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, or for a grant, loan or loan guarantee, from making any campaign contribution to (1) an individual holding a City elective office if the contract must be approved by the individual, a board on which that individual serves, or the board of a state agency on which an appointee of that individual serves, (2) a candidate for the office held by such individual, or (3) a committee controlled by such individual, at any time from the commencement of negotiations for the contract until the later of either the termination of negotiations for such contract or six months after the date the contract is approved. 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 20 percent in Contractor; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Contractor. Contractor must inform each such person of the limitation on contributions imposed by Section 1.126 and provide the names of the persons required to be informed to City.

10.12 Reserved. (Slavery Era Disclosure)

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

10.14 Consideration of Criminal History in Hiring and Employment Decisions

10.14.1 Contractor agrees to comply fully with and be bound by all of the provisions of Chapter 12T, "City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions," of the San Francisco Administrative Code ("Chapter 12T"), including the remedies provided, and implementing regulations, as may be amended from time to time. The provisions of Chapter 12T are incorporated by reference and made a part of this Agreement as though fully set forth herein. The text of the Chapter 12T is available on the web at <http://sfgov.org/olse/fco>. Contractor is required to comply with all of

the applicable provisions of 12T, irrespective of the listing of obligations in this Section. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 12T.

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

10.15 **Public Access to Nonprofit Records and Meetings.** If Contractor receives a cumulative total per year of at least \$250,000 in City funds or City-administered funds and is a non-profit organization as defined in Chapter 12L of the San Francisco Administrative Code, Contractor must comply with the City's Public Access to Nonprofit Records and Meetings requirements, as set forth in Chapter 12L of the San Francisco Administrative Code, including the remedies provided therein.

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

10.17 **Reserved. (Sugar-Sweetened Beverage Prohibition).**

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

10.19 **Reserved. (Preservative Treated Wood Products)**

Article 11 General Provisions

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

To CITY:	Office of Contract Management and Compliance Department of Public Health 1380 Howard Street, Room 420B San Francisco, California 94103	FAX: (415) 252-3088 e-mail: annalie.eusebio@sfdph.org
And:	Valerie Wiggins, Program Manager Contract Development and Technical Assistance 1380 Howard Street, 5 th Floor San Francisco, CA 94103	FAX: (415) 255-3928 e-mail: valerie.wiggins@sfdph.org

To CONTRACTOR: David Channer, CEO

A Better Way
3200 Adeline Street
Berkeley, CA 94703

FAX: (510) 601-4002
e-mail: dchanner@abetterwayinc.net

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

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

11.3 **Reserved. (Payment Card Industry ("PCI") Requirements)**

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

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

11.6 **Dispute Resolution Procedure.**

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

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

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

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

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

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

11.10 Compliance with Laws. Contractor shall keep itself fully informed of the City's Charter, codes, ordinances and duly adopted rules and regulations of the City and of all state, and federal laws in any manner affecting the performance of this Agreement, and must at all times comply with such local codes, ordinances, and regulations and all applicable laws as they may be amended from time to time.

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

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

11.13 Order of Precedence. Contractor agrees to perform the services described below in accordance with the terms and conditions of this Agreement, implementing task orders, any RFPs, and any Contractor's proposals. RFPs and Contractor's proposals are incorporated by reference as though fully set forth herein. Should there be a conflict of terms or conditions, this Agreement and any implementing task orders shall control over the RFP and the Contractor's proposal.

Article 12 Department Specific Terms

12.1 Third Party Beneficiaries.

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

12.2 Certification Regarding Lobbying.

CONTRACTOR certifies to the best of its knowledge and belief that:

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

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

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

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

12.3 Materials Review.

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

12.4 Emergency Response.

CONTRACTOR will develop and maintain an Agency Disaster and Emergency Response Plan containing Site Specific Emergency Response Plan(s) for each of its service sites. The agency-wide plan should address disaster coordination between and among service sites. CONTRACTOR will update the Agency/site(s) plan as needed and CONTRACTOR will train all employees regarding the provisions of the plan for their Agency/site(s). CONTRACTOR will attest on its annual Community Programs' Contractor Declaration of Compliance whether it has developed and maintained an Agency Disaster and Emergency Response Plan, including a site specific emergency response plan for each of its service site. CONTRACTOR

is advised that Community Programs Contract Compliance Section staff will review these plans during a compliance site review. Information should be kept in an Agency/Program Administrative Binder, along with other contractual documentation requirements for easy accessibility and inspection

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

Article 13 Data and Security

13.1 Nondisclosure of Private, Proprietary or Confidential Information.

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

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

13.2 Reserved.

13.3 Business Associate Agreement.

The parties acknowledge that CITY is a Covered Entity as defined in the Healthcare Insurance Portability and Accountability Act of 1996 ("HIPAA") and is required to comply with the HIPAA Privacy Rule governing the access, transmission, and storage of health information and the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("the HITECH Act").

The parties acknowledge that CONTRACTOR is (note: a CONTRACTOR can be both a Covered Entity and a Business Associate):

1. **CONTRACTOR will create, receive, maintain, transmit, or access SFDPH PHI And is a Covered Entity¹ as defined under HIPAA;**

¹ **A Covered Entity is defined under HIPAA as one of the following:**

- a. **Health Care Providers** (doctors, clinics, psychologists, pharmacies, nursing homes)
- b. **Health Plans** (Health insurance companies, HMOs, company health plans, government programs that pay for health care).
- c. **Health Care Clearinghouse** (Not Applicable to SFDPH contracts)

Page 21 of 24

Original Agreement, Contract ID# 1000007166
P-600 (2-17; DPH 8-17)

A Better Way
July 1, 2017

Complete the following attached documents, incorporated to this Agreement as though fully set forth herein:

- a. Appendix E SFDPH Protected Information Privacy & Security Agreement (PSA) (06-21-2017)
- b. SFDPH Attestation 1 PRIVACY (06-07-2017)
- c. SFDPH Attestation 2 DATA SECURITY (06-07-2017)

2. **CONTRACTOR will create, receive, maintain, transmit, or access SFDPH PHI And is NOT a Covered Entity¹ as defined under HIPAA, or is a Covered Entity functioning as Business Associate in providing services;**

Complete the following attached documents, incorporated to this Agreement as though fully set forth herein :

- a. Appendix E SFDPH Business Associates Agreement (BAA) (08-04-2017)
- b. SFDPH Attestation 1 PRIVACY (06-07-2017)
- c. SFDPH Attestation 2 DATA SECURITY (06-07-2017)

3. **CONTRACTOR will NOT create, receive, maintain, transmit, or access SFDPH PHI;**

Appendix E and attestations are not required.

This option requires review and approval from the Office of Compliance and Privacy Affairs.

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

Article 14 MacBride And Signature

Source: <https://www.hhs.gov/hipaa/for-professionals/covered-entities/index.html>
https://privacyruleandresearch.nih.gov/pr_06.asp

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

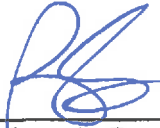
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day first mentioned above.


CITY

CONTRACTOR

Recommended by:

A Better Way

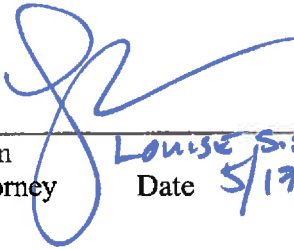
 5/22/18
Barbara A. Garcia, MPA Date
Director of Health
Department of Public Health

 5/17/18
David Channer Date
Interim Executive Director
3200 Adeline Street
Berkeley, CA 94703


Supplier ID: 0000026510

Approved as to Form:

Dennis J. Herrera
City Attorney

By: 
Julie Van Nostern Louise S. Simpson
Deputy City Attorney Date 5/17/18

Approved:


Jaci Fong Date
Director of the Office of Contract Administration, and
Purchaser

- A: Scope of Services
- B: Calculation of Charges
- C: Reserved (Insurance Waiver)
- D: Reserved
- E: SFDPH Business Associate Agreement (BAA) & Attestations
- F: Invoice
- G: Dispute Resolution Procedure for Health and Human Services Nonprofit Contractors
- H: Privacy Policy Compliance Standards
- I: The Declaration of Compliance

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Appendix A
Scope of Services – DPH Behavioral Health Services

1. **Terms**
 - A. **Contract Administrator**
 - B. **Reports**
 - C. **Evaluation**
 - D. **Possession of Licenses/Permits**
 - E. **Adequate Resources**
 - F. **Admission Policy**
 - G. **San Francisco Residents Only**
 - H. **Grievance Procedure**
 - I. **Infection Control, Health and Safety**
 - J. **Aerosol Transmissible Disease Program, Health and Safety**
 - K. **Acknowledgement of Funding**
 - L. **Client Fees and Third Party Revenue**
 - M. **DPH Behavioral Health (BHS) Electronic Health Records (EHR) System**

 - N. **Patients' Rights**
 - O. **Under-Utilization Reports**
 - P. **Quality Improvement**
 - Q. **Working Trial Balance with Year-End Cost Report**
 - R. **Harm Reduction**
 - S. **Compliance with Behavioral Health Services Policies and Procedures**
 - T. **Fire Clearance**
 - U. **Clinics to Remain Open**
 - V. **Compliance with Grant Award Notices**
2. **Description of Services**
3. **Services Provided by Attorneys**

1. **Terms**

A. Contract Administrator:

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

B. Reports:

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

C. Evaluation:

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

D. Possession of Licenses/Permits:

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

E. Adequate Resources:

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

Admission Policy:

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

G. San Francisco Residents Only:

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

H. Grievance Procedure:

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

I. Infection Control, Health and Safety:

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

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

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

for health care facilities and based on the Francis J. Curry National Tuberculosis Center: **Template for Clinic Settings**, as appropriate.

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

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

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

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

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

J. Aerosol Transmissible Disease Program, Health and Safety:

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

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

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

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

K. Acknowledgment of Funding:

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

L. Client Fees and Third Party Revenue:

(1) Fees required by Federal, state or City laws or regulations to be billed to the client, client's family, Medicare or insurance company, shall be determined in accordance with the client's ability to pay and in conformance with all applicable laws. Such fees shall approximate actual

cost. No additional fees may be charged to the client or the client's family for the Services. Inability to pay shall not be the basis for denial of any Services provided under this Agreement.

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

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

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

N. Patients' Rights:

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

O. Under-Utilization Reports:

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

P. Quality Improvement:

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

- (1) Staff evaluations completed on an annual basis.
- (2) Personnel policies and procedures in place, reviewed and updated annually.
- (3) Board Review of Quality Improvement Plan.

Q. Working Trial Balance with Year-End Cost Report

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

R. Harm Reduction

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

S. Compliance with Behavioral Health Services Policies and Procedures

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

T. Fire Clearance

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

U. Clinics to Remain Open:

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

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

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

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

V. Compliance with Grant Award Notices:

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

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

2. Description of Services

Contractor agrees to perform the following Services:

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

Detailed description of services are listed below and are attached hereto

Appendix A-1 – Outpatient Mental Health Services

Appendix A-2 – Early Childhood Mental Health Services
Appendix A-3 – Therapeutic Visitation Services

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

Contractor Name: A Better Way	Appendix A- 1
Program Name: Out Patient Services	Contract Term: 1/01/18 – 06/31/18
	Funding Source: SDMC FFP CYF, PSR-EPSDT 2011, MH WO HSA GF Match, MH WO HSA CH CWS, MH CYF General Funds

1. Identifiers:

Program Name: A Better Way (January 2018 – June 2018)
 Outpatient Mental Health Program

Program Address: 2017 Mission Street, 2nd Floor
City, State, ZIP: San Francisco, CA 94110
Telephone/FAX: 415-710-1050/415-715-1051
Website Address: www.abetterwayinc.net

Contractor Address: 3200 Adeline Street
City, State, ZIP: Berkeley, CA 94703
Executive Director/Program Director: Shahnaz Mazandarani (ED) Barry Feinberg (CPO)
Telephone: 510-601-0203
Email Address: SMazanarani@abetterwayinc.net (ED) BFeinberg@abetterwayinc.net (CPO)

Program Code(s): 38KYOP (A Better Way-SF Outpatient)

2. Nature of Document:

Original/Renewal Contract Amendment Internal Contract Revision

3. Goal Statement: To help ameliorate the emotional and behavioral issues for children ages birth to 21 years within a system of care, which helps assure client permanency, safety, and well-being.

4. Target Population: Children ages birth to 21 years with an open case with the San Francisco County Human Services Agency and their families and who have full scope San Francisco County Medi-Cal coverage. Children birth to 18 years will be admitted into the program. Children may receive services until age 21 years.

5. Modality(s)/Intervention(s)

Units of Service (UOS) Description 1 UOS = 1 Staff Minute	Units of Service (UOS)	Unduplicated Clients (UDC)
Case Management Brokerage - .16 FTE x 2342 minutes/week x 23 x 90.88 level of effort (LOE)% = 7823 UOS	7823	20
Mental Health - 4.43 FTE x 2327 minutes/week x 23 x 69.534 level of effort (LOE)% = 164,882 UOS	164,882	45
Total UOS Delivered	172,705	
Total UDC		45

Contractor Name: A Better Way	Appendix A- 1
Program Name: Out Patient Services	Contract Term: 1/01/18 – 06/31/18
	Funding Source: SDMC FFP CYF, PSR-EPSDT 2011, MH WO HSA GF Match, MH WO HSA CH CWS, MH CYF General Funds

*** Level of Effort:** The level of effort falls below expected range due to: inconsistency in clients and their careers/families keeping appointments or arriving on time; the complexity of the cases, which require coordination of services between multiple internal providers; struggles with engagement; the complexity of the cases and level of trauma the clients and families have experienced, providers require ample support/supervision to meet the complex needs of the clients and their careers/families.

6. Methodology:

Direct Client Services

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

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

Criteria: Clients are eligible for services if they: 1) have an open case through Human Services Agency; 2) meet medical necessity and display behavioral health symptoms that can ameliorated by services; 3) have EPSDT/San Francisco full-scope Medi-Cal coverage.

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

C. Service delivery model

Treatment Modalities: Within an overarching relationship-based framework, we utilize Evidence Based Practices (EBPs) and Outcome Informed Practices as indicated by client need. Interventions include: Trauma Focuses Cognitive Behavioral Therapy; Safety Organized Practice; Parent-Child Interaction Therapy; Child Parent Psychotherapy; Motivational Interviewing; Cognitive Behavioral Therapy; Attachment, Regulation and Competencies; Neurosequential Model of Therapeutics; and evidence-based element from these and other EBPs.

Contractor Name: A Better Way	Appendix A- 1
Program Name: Out Patient Services	Contract Term: 1/01/18 – 06/31/18
	Funding Source: SDMC FFP CYF, PSR-EPSDT 2011, MH WO HSA GF Match, MH WO HSA CH CWS, MH CYF General Funds

Phases of Treatment:

- **Engagement Phase:** Clients and families will engage in a 60 day EPSDT and medical necessity assessment through clinical interviews, behavioral observations, and any indicated standardized assessment tools (including CANS). During the 60 day period, clinicians will work with the client and family to obtain information, build rapport, and establish medical necessity. During the initial 60 day assessment period, the clinician will also work with the client and family to create agreed upon treatment plan goals and objectives. Clinicians will work with Protective Social Workers (PSW) to gather information on safety concerns and permanency planning issues that may be relevant to the mental health needs of the client.
- **Service Delivery Phase:** Based on CANS assessment and clinical formulation, treatment providers will provide services including individual therapy, dyadic therapy, family collateral sessions, parent collateral sessions, case management, plan development, individual rehabilitation and crisis intervention. Ongoing collaboration with members of the child’s support team (biological family, foster parents, Human Service Agency workers, attorneys, etc.) will take place to develop progressive, permanency-informed treatment goals.

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

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

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

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

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

Contractor Name: A Better Way	Appendix A- 1
Program Name: Out Patient Services	Contract Term: 1/01/18 – 06/31/18
	Funding Source: SDMC FFP CYF, PSR-EPSDT 2011, MH WO HSA GF Match, MH WO HSA CH CWS, MH CYF General Funds

D. Discharge Planning and exit criteria and process

- **Exit criteria:** There is no specific criterion needed for clients to be discharged. However, termination of services will take place if there is lack of medical necessity (e.g. through successful completion of treatment goals and amelioration of emotional and behavioral issues) or if eligibility criteria are no longer in place (e.g. child placed out of county with discontinuation of San Francisco County full-scope coverage; case with Human Services Agency closes and there is no clear significant clinical need for ongoing services).
- **Process:** During the 12-month initial authorization period, the treatment team will collaborate with family and support team to determine treatment goals. Once treatment goals have been successfully completed and medical necessity is no longer met, termination will take place. After the initial authorization period, treatment will continue and be reauthorized on 3- or 6- month cycles. During the reauthorization cycles, once medical necessity is no longer met due to amelioration of emotional and behavioral issues, termination will also take place. The treatment team will collaborate with the family and PSW to ensure that clients are connected with ongoing support services, if appropriate.

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

F. Vouchers

7. Objectives and Measurements: All objectives and corresponding measurements are contained in the CBHS document entitled *CBHS Performance Objectives FY 17-18*.

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

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

Contractor Name: A Better Way	Appendix A- 1
Program Name: Out Patient Services	Contract Term: 1/01/18 – 06/31/18
	Funding Source: SDMC FFP CYF, PSR-EPSDT 2011, MH WO HSA GF Match, MH WO HSA CH CWS, MH CYF General Funds

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

- All providers are carefully trained in Medi-Cal documentation standards
- Our Electronic Health Records (Avatar and ECHO) help reduce errors in entries
- Provider documentation is reviewed by a supervisor upon completion
- Our Quality Assurance conducts compliance reviews for all charts at the following intervals: 60 days post episode opening; semi-annual (6-8 months) post episode opening; annual post episode opening; after the first year at 3- or 6-month intervals, at discharge.
- All charts are reviewed for clinical review outside of weekly clinical supervision at least twice time during the first year, then at 3- or 6-month intervals after the first year.
- Feedback and corrections from all chart reviews are shared with supervisors and clinicians to assure continuous quality improvement
- Reports on timeliness of notes are generated monthly and distributed to supervisors to share with supervisees.

Cultural humility of staff and services: A Better Way places a great deal of attention and training our staff in cultural humility. Assessment of staff cultural humility levels is monitored through regular supervision and periodic case presentations. A Better Way regularly seeks out trainings that target cultural humility of staff.

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

Timely completion and use of outcome data, including CANS: A Better Way utilizes the CANS for all clients. Additionally, we also ask the treatment team to administer standardized self-report measures for older children (e.g. Youth Self Report, trauma Symptom Checklist for Children) as well as caregiver-report questionnaires for all children (e.g. Child Behavior Checklist, Trauma Symptom Checklist for Young Children) and teacher reports if appropriate (e.g. Teacher Report Form). The treatment team also utilizes CANS ratings and dashboards as a collaborative tool and framework with families and children to discuss and monitor strengths and needs that influence treatment planning. Our CQI team (comprise of QA and clinical leadership) are engaged in ongoing efforts to broaden and improve the integration of CANS data into more aspects of our decision making.

9. Required Language: N/A

Contractor Name: A Better Way	Appendix A-2
Program Name: Outpatient 0-5	Contract Term: 01/01/18 – 06/31/18
	Funding Source: SDMC FFP CYF, PSR-EPSDT 2011, MH WO HSA GF Match, MH WO HSA CH CWS, MH CYF General Funds

1. Identifiers:

Program Name: A Better Way (January 2018 – June 2018)
Early Childhood Mental Health Program

Program Address: 2017 Mission Street, 2nd Floor
City, State, ZIP: San Francisco, CA 94110
Telephone/FAX: 415-710-1050/415-715-1051
Website Address: www.abetterwayinc.net

Contractor Address: 3200 Adeline Street
City, State, ZIP: Berkeley, CA 94703

Executive Director/Program Director: Shahnaz Mazandarani (ED) Barry Feinberg (CPO)
Telephone: 510-601-0203
Email Address: SMazanarani@abetterwayinc.net (ED) BFeinberg@abetterwayinc.net(CPO)
Program Code(s): 38KY05 (A Better Way-SF Early Childhood Mental Health Services)

2. Nature of Document:

Original/Renewal Contract Amendment Internal Contract Revision

3. Goal Statement: To help ameliorate emotional and behavioral symptoms and enhance the overall social-emotional and developmental functioning of children ages birth to 5 within a system of care. Our services aim to prevent severe and long-term consequences of emotional and behavioral problems

4. Target Population:

San Francisco County children ages birth to 5 years with full scope Medi-Cal who have been identified as having or at imminent risk for having emotional or behavioral disturbances.

5. Modality(s)/Intervention(s)

Units of Service (UOS) Description	Units of Service (UOS)	Unduplicated Clients (UDC)
Case Management Brokerage - Minutes .01 FTE x 2379 minutes/week x 23 x 84.42% level of effort (LOE) = 462 UOS	462	4
Mental Health - Minutes .72 FTE x 2327 minutes/week x 23 x 70.327% level of effort (LOE) = 27,137 UOS	27,104	7
Total UOS Delivered	27,566 minutes	
Total UDC Served		7

Contractor Name: A Better Way	Appendix A-2
Program Name: Outpatient 0-5	Contract Term: 01/01/18 – 06/31/18
	Funding Source: SDMC FFP CYF, PSR-EPSDT 2011, MH WO HSA GF Match, MH WO HSA CH CWS, MH CYF General Funds

***Level of Effort:** The level of effort falls below expected range due to: inconsistency in clients and their careers/families keeping appointments or arriving on time; the complexity of the cases, which require coordination of services between multiple internal providers; struggles with engagement; the complexity of the cases and level of trauma the clients and families have experienced, providers require ample support/supervision to meet the complex needs of the clients and their careers/families.

6. Methodology:

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

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

A. Outreach, recruitment, promotion, and advertisement

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

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

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

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

C. Service delivery model

Treatment Modalities: Services will primarily involve dyadic (infant-carer/parent) therapy and other evidence based practices and outcome informed practices within an overarching relationship-based framework as indicated by client need. Interventions include: Safety Organized Practice; Attachment, Regulation, and Competencies (ARC), Neurosequential Model of Therapeutics, Child Parent Psychotherapy; Parent-Child Interaction therapy; along with additional attachment-based play therapy, child-specific developmental guidance, and parent support groups.

Contractor Name: A Better Way	Appendix A-2
Program Name: Outpatient 0-5	Contract Term: 01/01/18 – 06/31/18
	Funding Source: SDMC FFP CYF, PSR-EPSDT 2011, MH WO HSA GF Match, MH WO HSA CH CWS, MH CYF General Funds

Phases of Treatment

- **Engagement Phase:** Clients and families will engage in a 60 day EPSDST and medical necessity assessment through clinical interview, behavioral observations, and any indicated standardized assessment tools (including CANS, Ages and Stages Questionnaire). During the 60 day period, clinicians will work with the client and family to obtain information, build rapport, and establish medical necessity. During the initial 60 day assessment period, the clinician will also work with the client and family to create agreed upon treatment plan goals and objectives.
- **Service Delivery Phase:** Based on CANS assessment and clinical formulation, treatment providers will provide services including, but not limited to infant-carer/parent therapy, family collateral sessions, parental collateral, case management and plan development. Ongoing collaboration with members of the child’s support team (e.g. family members, child care providers) will take place to develop strengthen caregivers’ natural support system to enhance stability of care giving environment.

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

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

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

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

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

D. Discharge Planning and exit criteria and process

Exit Criteria: There is no specific exit criteria needed in order for clients to be discharged. However, termination of services will take place if there is a lack of medical necessity (e.g.

Contractor Name: A Better Way	Appendix A-2
Program Name: Outpatient 0-5	Contract Term: 01/01/18 – 06/31/18
	Funding Source: SDMC FFP CYF, PSR-EPSDT 2011, MH WO HSA GF Match, MH WO HSA CH CWS, MH CYF General Funds

through successful completion of treatment goals and amelioration of mental health) or if eligibility criteria are no longer in place (e.g. discontinuation of San Francisco County full-scope Medi-Cal coverage).

Process: During the 12-month initial authorization period, the treatment team will collaborate with family and support team to determine treatment goals. Once treatment goals have been successfully completed and medical necessity is no longer met, termination will take place. After the initial authorization period, treatment will continue and be reauthorized on 3-to6-month cycles depending on clinical need. During the reauthorization cycles, once medical necessity is no longer met to amelioration of emotional and behavioral issues, termination will also take place.

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

F. Vouchers

7. **Objectives and Measurements:** All objective and corresponding measurements are contained in the *CBHS documented entitled CBHS Performance Objectives FY 17-18*.
8. **Continuous Quality Improvement:** Our program’s CQI activities include the following:

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

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

- All providers are carefully trained in Medi-Cal documentation standards
- Our Electronic Health Records (Avatar and ECHO) help reduce errors in entries
- Providers documentation is reviewed by a supervisor upon completion

Contractor Name: A Better Way	Appendix A-2
Program Name: Outpatient 0-5	Contract Term: 01/01/18 – 06/31/18
	Funding Source: SDMC FFP CYF, PSR-EPSDT 2011, MH WO HSA GF Match, MH WO HSA CH CWS, MH CYF General Funds

- Our Quality Assurance conduct compliance reviews for all charts at the following intervals: 60 days post episode opening; semi-annual (6-8 months post episode opening); annual post episode opening; after the first year at 3-or 6- month intervals, at discharge.
- All charts receive a clinical review outside of weekly supervision at least one time during the first year, then at 3- or 6- month intervals after the first year
- Feedback and corrections from all internal reviews are shared with supervisors and clinicians to assure continuous quality improvement
- Reports on timeliness of notes are generated monthly and distributed to supervisors to share with supervisees.

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

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

Timely completion and use of outcome data, including CANS: A Better Way utilizes the CANS for all clients. We also ask the treatment team to administer standardized caregiver-report questionnaires for ll children (e.g. Child Behavior Checklist, Trauma Symptom Checklist for Young Children) and teacher reports if appropriate (e.g. Teacher Report Form). The treatment team also utilizes CANS ratings and dashboards as a collaborative tool and framework with families and children to discuss and monitor strengths and needs that influence treatment planning. Our CQI team (compromised of QA and clinical leadership) are engaged in ongoing efforts to broaden and improve the integration of CANS data into more aspects of our decision making.

9. Required Language: N/A

Contractor Name: A Better Way	Appendix A- 3
Program Name: Therapeutic Visitation Services Program	Contract Term: 07/1/17– 06/31/18
	Funding Source: SDMC FFP CYF, PSR-EPSDT 2011, MH WO HSA GF Match, MH WO HSA CH CWS, MH CYF General Funds

1. Identifiers:

Program Name: A Better Way (July 2017 – June 2018)
Therapeutic Visitation Program

Program Address: 2017 Mission Street, second floor
City, State, ZIP: San Francisco, CA 94110
Telephone/FAX: 415-715-1050/415-715-1051
Website Address: www.abetterwayinc.net

Contractor Address: 3200 Adeline Street
City, State, ZIP: Berkeley, CA 94703

Executive Director/Program Director: Shahnaz Mazandarani (ED) Barry Feinberg (CPO)
Telephone: 510-601-0203
Email Address: SMazanarani@abetterwayinc.net (ED) BFeinberg@abetterwayinc.net(CPO)

Program Code(s) 38KY01 (A Better Way-SF Therapeutic Visitation)

2. Nature of Document:

Original/Renewal Contract Amendment Internal Contract Revision

3. Goal Statement:

The goal of this program is to increase the protective capacities within the family for children/youth who are attempting to reunify following removal by Child Protective Services.

4. Target Population:

The program targets full scope Medi-Cal San Francisco County children ages birth to eighteen with behavioral health needs that have been removed from their parents by Children Protective Services and are attempting to reunify.

5. Modality(s)/Intervention(s)

Units of Service (UOS) Description	Units of Service (UOS)	Unduplicated Clients (UDC)
Case Management Brokerage - Minutes .26 FTE x 2346 minutes/week x 46 x 54.68 level of effort* (LOE)% = 15,340 UOS	15,340	26
Mental Health - Minutes 4.87 FTE x 2654 minutes/week x 46 x 42.9564 level of effort* (LOE)% = 223,955 UOS	223,955	36

Contractor Name: A Better Way	Appendix A- 3
Program Name: Therapeutic Visitation Services Program	Contract Term: 07/1/17– 06/31/18
	Funding Source: SDMC FFP CYF, PSR-EPSDT 2011, MH WO HSA GF Match, MH WO HSA CH CWS, MH CYF General Funds

Clinically Supervised Visitation – Hours .73 FTE x 39 hours/week x 46 x 46.82 level of effort* (LOE)% = 614 UOS x 60 = 36,840 minutes	614 Hours (36,840 minutes)	9
Total UOS Delivered	239,295 minutes 614 Hours	
Total UDC Served		36

***Level of Effort:**

The level of effort falls below expected range due to: inconsistency in clients and their careers/families keeping appointments or arriving on time; the complexity of the cases, which require coordination of services between multiple internal providers; struggles with engagement; the complexity of the cases and level of trauma the clients and families have experienced, providers require ample support/supervision to meet the complex needs of the clients and their careers/families.

6. Methodology:

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

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

A. Outreach, recruitment, promotion, and advertisement

Collaboration with San Francisco Foster Care Mental Health (FCMH) and Human Services Agency (HAS) will be ongoing, and serve as A Better Way’s primary referral sources.

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

Criteria: Clients are eligible for services if they: 1) have an open case through Human Services Agency and have been removed from their family or origin; 2) meet medical necessity and display behavioral health symptoms that can be ameliorated by services; 3) demonstrate clinical need for therapeutic visitation versus a lower level of supervised visitation; and 4) have EPSDT/San Francisco full-scope Medi-Cal coverage.

Process: Protective Social Workers (PSW) from HAS refers children and their families to FCMH who in turn refer eligible clients for therapeutic visitation services. Once we receive the complete

Contractor Name: A Better Way	Appendix A-3
Program Name: Therapeutic Visitation Services Program	Contract Term: 07/1/17– 06/31/18
	Funding Source: SDMC FFP CYF, PSR-EPSDT 2011, MH WO HSA GF Match, MH WO HSA CH CWS, MH CYF General Funds

referral paperwork packet and court orders clarifying consenting rights from FCMH, we connect with the PSW and family to begin our services.

Contractor Name: A Better Way	Appendix A- 3
Program Name: Therapeutic Visitation Services Program	Contract Term: 07/1/17– 06/31/18
	Funding Source: SDMC FFP CYF, PSR-EPSDT 2011, MH WO HSA GF Match, MH WO HSA CH CWS, MH CYF General Funds

C. Service delivery model

Treatment Modalities: Within an overarching relationship-based framework, we utilize Evidence Based Practices (EBPs) and Outcome Informed Practices as indicated by client need.

Interventions include: Safety Organized Practice; Parent-Child Interaction therapy; Child Parent Psychotherapy; Attachment, Regulation, and Competencies; Neurosequential Model of Therapeutics; and evidence-based elements from these and other EBPs that will help parents to increase their protective capacity for their child.

Phase of Treatment:

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

Service Delivery Phase: Based on CANS assessment and clinical formulation, treatment providers will provide services including dyadic therapy, family collateral sessions, individual collateral sessions, case management, plan development, individual rehabilitation, and crisis intervention. The clinician will also maintain ongoing collaboration with members of the treatment team (parents, foster parents, Human Service Service Agency workers, attorneys, etc.) in order to:

- Manage risk and assure safety
- Develop progressive family treatment goals that allow for ongoing development and assessment of protective capacities within the family system
- Provide objective information to the PSW regarding the client’s needs and the family’s protective capacities.

Hours of Operation:

Open 9:00 am to 5:00 pm. Monday through Friday. After 5:00 pm appointments are available as needed.

Length of Stay:

Length of treatment will depend on the needs of the client and family as well as review hearings with the Juvenile Dependency Court every 6 months that determine reunification/permanency planning.

Contractor Name: A Better Way	Appendix A- 3
Program Name: Therapeutic Visitation Services Program	Contract Term: 07/1/17– 06/31/18
	Funding Source: SDMC FFP CYF, PSR-EPSDT 2011, MH WO HSA GF Match, MH WO HSA CH CWS, MH CYF General Funds

Locations of Services Delivery:

Locations are dependent on the need of the family and client as well as the parameters determined to be appropriate by PSW. Locations include A Better Way’s San Francisco determined to be appropriate by PSW. Locations include A Better Way’s San Francisco Offices, other A Better Way offices (e.g. Berkeley, Oakland, Fairfield), and surrounding Bay Area community locations (school and community spaces such as parks, Family Resource Centers, community recreation centers, public libraries, and churches).

Frequency and Duration of Services:

Maximum frequency and duration of services will be determined by the level of medical necessity. Within these limits and EPSDT standards, the actual frequency and duration of services will be determined through collaborative treatment planning with the client and family and with respect to input from the PSW and Juvenile Dependency Court.

Strategies for Service Delivery:

Services will be Evidence-Based and Outcomes Informed as indicated by client needs.

D. Discharge Planning and exit criteria and process

Exit Criteria: There is no specific exit criteria needed in order for clients to be discharged. However, termination of services will take place if there is a lack of medical necessity (e.g. through successful completion of treatment goals and amelioration of mental health issues) or if eligibility criteria are no longer in place (e.g. child placed out of county with discontinuation of San Francisco County full-scope Medi-Cal coverage). Termination of services will also be determined dependent on reunification/permanency planning.

Process: During the 12-month initial authorization period, the treatment team will collaborate with family and support team to determine treatment goals. Once treatment goals have been successfully completed and medical necessity is no longer met, termination will take place. After the initial authorization period, treatment will continue and be reauthorized on 3-or 6-month cycles. During the reauthorization cycles, once medical necessity is no longer met due to amelioration of medical health, termination will also take place. The treatment team will collaborate with the family and PSW to assure that clients are connected with ongoing support services, if available.

E. Program staffing

Mental Health Services are provided by Marriage and Family therapists, Marriage and Family Therapist Interns, Licensed Clinical Social Workers, Associate Social Workers, Licensed Psychologists, Waived Psychologists, or other trained staff (e.g. Mental Health Rehabilitation Specialists) who are qualified to deliver EPSDT services to the target population. Staff also

Contractor Name: A Better Way	Appendix A- 3
Program Name: Therapeutic Visitation Services Program	Contract Term: 07/1/17– 06/31/18
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includes: licensed clinical supervisors; licensed program director; intake coordinator; office manager; chief program officer; and quality assurance staff.

F. Vouchers: N/A

Contractor Name: A Better Way	Appendix A- 3
Program Name: Therapeutic Visitation Services Program	Contract Term: 07/1/17– 06/31/18
	Funding Source: SDMC FFP CYF, PSR-EPSDT 2011, MH WO HSA GF Match, MH WO HSA CH CWS, MH CYF General Funds

7. Objectives and Measurements:

All objective and corresponding measurements are contained in the CBHS document *entitled CBHS Performance Objectives FY 17-18*.

8. Continuous Quality Improvement:

Our program’s CQI activities include the following:

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

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

- All providers are carefully trained in Medi-Cal documentation standards.
- Our Electronic Health Records (Avatar and ECHO) help reduce errors in entries.
- Provider documentation is reviewed by a supervisor upon completion.
- Our Quality Assurance conducts compliance reviews for all charts at the following intervals: 60 days post episode opening; annual post episode opening; after the first year at 3- or 6- month interviews; at discharge.
- All charts are reviewed for clinical review outside of weekly clinical supervision at least one time during the first year, then at 3- or 6- month intervals after the first year.
- Feedback and corrections from all interview reviews are shared with supervisors and clinicians to assure continuous quality improvement.
- Reports on timeliness of notes are generated monthly and distributed to supervisor to share with supervisees.

Contractor Name: A Better Way	Appendix A- 3
Program Name: Therapeutic Visitation Services Program	Contract Term: 07/1/17– 06/31/18
	Funding Source: SDMC FFP CYF, PSR-EPSDT 2011, MH WO HSA GF Match, MH WO HSA CH CWS, MH CYF General Funds

Cultural humility of staff and services: A Better Way places a great deal of attention and training our staff in cultural humility. Assessment of staff cultural humility levels is monitored through regular supervision and periodic case presentations. A Better way regularly seeks out trainings that target the cultural humility of staff.

Timely completion and use of outcome data, including CANS: We utilize the CANS for all clients. We ask the treatment to administer standardized self-report measures for older children (e.g. Youth Self Report, Trauma Symptom Checklist for Children) as well as caregiver-report questionnaires for children (e.g. Child Behavior Checklist Trauma Symptom Checklist for Young Children) and teacher reports if appropriate (e.g. Teacher Report Form). The treatment team also utilizes CANS ratings and dashboards as a collaborative tool and framework with families and children to discuss and monitor strengths and needs that influence treatment planning. Our CQI team (comprised of QA and clinical leadership) are engaged in ongoing efforts to broaden and improve the integration of CANS data into more aspects of decision making.

9. Required Language:
N/A

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 5, 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 MHPA Fund of the CONTRACTOR'S allocation for the applicable fiscal year.

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

2. Program Budgets and Final Invoice

A. Program are listed below:

Budget Summary
Appendix B-1 – Outpatient Mental Health Services
Appendix B-2 – Early Childhood Mental Health Services
Appendix B-3 – Therapeutic Visitation Services

B. Compensation

Compensation shall be made in monthly payments on or before the 30th day after the DIRECTOR, in his or her sole discretion, has approved the invoice submitted by CONTRACTOR. The breakdown of costs and sources of revenue associated with this Agreement appears in Appendix B, Cost Reporting/Data Collection (CR/DC) and Program Budget, attached hereto and incorporated by reference as though fully set forth herein. The maximum dollar obligation of the CITY under the terms of this Agreement shall not exceed **Nine Million Three Hundred Twenty Seven Thousand Thirty Three Dollars (\$9,327,033) for the period of July 1, 2017 through December 31, 2021.**

CONTRACTOR understands that, of this maximum dollar obligation, \$897,090 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 an 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.

July 1, 2017 through June 30, 2018	\$ 1,389,683
July 1, 2018 through June 30, 2019	\$ 2,011,503
July 1, 2019 through June 30, 2020	\$ 2,011,503
July 1, 2020 through June 30, 2021	\$ 2,011,503
July 1, 2021 through December 31, 2021	\$ 1,005,752
Subtotal:	\$ 8,429,944
Contingency	\$ 897,090
Total: July 1, 2017 through December 31, 2021	\$ 9,327,033

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

(3) CONTRACTOR agrees to comply with its Budget as shown in Appendix B in the provision of SERVICES. Changes to the budget that do not increase or reduce the maximum dollar obligation of the CITY are subject to the provisions of the Department of Public Health Policy/Procedure Regarding Contract Budget Changes. CONTRACTOR agrees to comply fully with that policy/procedure.

C. In no event shall the CITY be liable for interest or late charges for any late payments.

3. Services of Attorneys

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

4. State or Federal Medi-Cal Revenues

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

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

5. Reports and Services

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

F. Adjustments made by the City:

(1) Related to Federal and State Grants Administration:

Contractor understands and agrees to any reasonable adjustments to dates and amounts the City may make to Appendix B in order to facilitate the administration of federal and state grants or monies in compliance with the City's Fiscal Year 17/18 budget and sources of revenue.

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

DHCS Legal Entity Number (MH) 00765

DHCS Legal Entity Name (MH)/Contractor Name (SA) A Better Way, Inc

Fiscal Year 2017-2018

Contract CMS # 7020

07/01/17

Contract Appendix Number	Provider Number	Program Name(s)	Program Code(s)	Funding Term	B-1	B-2	B-3	2017			
								01/01/17	06/30/17	07/01/17	
	38KY	Outpatient	38KY05	01/01/18-06/30/18			38KY				
	38KY0P	38KY05	38KY01	01/01/18-06/30/18							
				07/01/17-06/30/18							
		Salaries			\$ 265,521	\$ 42,333	\$ 418,102	\$ 725,956			
		Employee Benefits			\$ 69,035	\$ 11,007	\$ 108,705	\$ 188,747			
		Subtotal Salaries & Employee Benefits			\$ 334,556	\$ 53,340	\$ 526,807	\$ 914,703			
		Operating Expenses			\$ 112,636	\$ 18,522	\$ 178,550	\$ 309,708			
		Capital Expenses			\$ -	\$ -	\$ -	\$ -			
		Subtotal Direct Expenses			\$ 447,192	\$ 71,862	\$ 705,357	\$ 1,224,411			
		Indirect Expenses			\$ 60,500	\$ 9,700	\$ 95,072	\$ 165,272			
		Indirect %			13.5%	13.5%	13.5%	13.5%			
		TOTAL FUNDING USES			\$ 507,692	\$ 81,562	\$ 800,429	\$ 1,389,683			
											28.0%
MH FED SDMC FEP (50%) CYF					\$ 204,425	\$ 34,750	\$ 289,938	\$ 529,113			
MH STATE CYF 2011 PSR-EPSDT					\$ 183,982	\$ 31,275	\$ 280,944	\$ 476,201			
MH CYF COUNTY General Fund					\$ 67,802	\$ 6,786	\$ 62,110	\$ 136,698			
MH CYF COUNTY WO CODB					\$ 1,256	\$ 213	\$ 4,572	\$ 6,041			
MH WO HSA MH CH CWS Non-IVE Overmatch					\$ 26,635	\$ 4,528	\$ 149,195	\$ 180,358			
MH WO HSA MH HSA GF Matches					\$ 23,592	\$ 4,010	\$ 33,670	\$ 61,272			
TOTAL BHS MENTAL HEALTH FUNDING SOURCES					\$ 507,692	\$ 81,562	\$ 800,429	\$ 1,389,683			
TOTAL BHS SUBSTANCE ABUSE FUNDING SOURCES					\$ -	\$ -	\$ -	\$ -			
TOTAL OTHER DPH FUNDING SOURCES					\$ -	\$ -	\$ -	\$ -			
TOTAL DPH FUNDING SOURCES					\$ 507,692	\$ 81,562	\$ 800,429	\$ 1,389,683			
TOTAL NON-DPH FUNDING SOURCES					\$ -	\$ -	\$ -	\$ -			
TOTAL FUNDING SOURCES (DPH AND NON-DPH)					\$ 507,692	\$ 81,562	\$ 800,429	\$ 1,389,683			

Prepared By: Tabitha Hughes

Program Name	Outpatient	Outpatient						
Program Code	38KYOP	38KYOP						
Mode/SEQ (MHI) or Modality (SA)	1500-49	1510-57, 59						
Service Description	OP-Care Mgt	OP-4M Svcs						
Funding Term	07/01/16-06/30/18	07/01/16-06/30/18						
Salaries & Employee Benefits	11,668	322,700						334,368
Operating Expenses	3,992	108,844						112,836
Capital Expenses								
Subtotal Direct Expenses	15,660	431,544						447,192
Indirect Expenses	2,144	59,395						61,539
TOTAL FUNDING USES	17,804	490,939						508,731
Accounting Code (Check Gateway Button)								
MH FED SOURCE FPP (50%) CYS	7,246	197,180						204,426
MH STATE CYS 2011 PSR-EP-SDT	6,620	177,482						184,102
MH CYS County General Fund	2,403	63,989						66,392
MH CYS County YGO CODA	44	1,212						1,256
MHI WO HSA MHI CH CYS Non-TVE Overmatch	944	25,691						26,635
MHI WO HSA MHI HSA GF Matches	639	22,758						23,397
TOTAL BHS MENTAL HEALTH FUNDING SOURCES	17,992	490,704						508,496
This row left blank for funding sources not in drop-down list.								
TOTAL BHS SUBSTANCE ABUSE FUNDING SOURCES								
This row left blank for funding sources not in drop-down list.								
TOTAL OTHER DPH FUNDING SOURCES								
TOTAL DPH FUNDING SOURCES								
This row left blank for funding sources not in drop-down list.								
TOTAL NON-DPH FUNDING SOURCES								
TOTAL FUNDING SOURCES (DPH AND NON-DPH)								
This row left blank for funding sources not in drop-down list.								
TOTAL NON-DPH FUNDING SOURCES								
TOTAL FUNDING SOURCES (DPH AND NON-DPH)								
Number of Beds Purchased (if applicable)								
SA Only - Non-Ros 33 - OUF # of Group Sessions (sessions)								
SA Only - Licensed Capacity for Med-Cal Provider with Narcotic TX Program								
Payment Method								
DPH Units of Services								
Unit Type								
Staff Minute								
Staff Minute								
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES ONLY)								
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)								
Published Rate (Med-Cal Providers Only)								
Unpublished Clients (UDC)								
Total UDC								

Program Name: Outpatient
 Program Code: 38KYOP

Appendix #: B-1
 Page #: 3
 Fiscal Year: 2017-2018
 Funding Notification Date: 07/01/17

Term (mm/dd/yy-mm/dd/yy): Position Title	TOTAL		Accounting Code 1 (HMHMCHCW6W6)		Accounting Code 2 (HMHMCP751594)	
	FTE	Salaries	FTE	Salaries	FTE	Salaries
Program Director	0.10	\$ 10,873	0.01	\$ 385	0.09	\$ 10,487
Clinical Supervisors	0.52	\$ 39,607	0.02	\$ 1,404	0.50	\$ 38,204
Service Coordinator	0.26	\$ 11,308	0.01	\$ 401	0.25	\$ 10,907
Clinicians	3.49	\$ 195,180	0.12	\$ 6,917	3.37	\$ 188,273
MH Admin Assistant	0.23	\$ 8,543	0.01	\$ 303	0.22	\$ 8,240
Totals:	4.60	\$ 285,521	0.17	\$ 9,410	4.43	\$ 256,111

Employee Fringe Benefits: 26% \$ 69,035 26% \$ 2,447 26% \$ 66,589

TOTAL SALARIES & BENEFITS \$ 334,556 \$ 11,856 \$ 322,700

Appendix B - DPH 4: Operating Expenses Detail

Program Name: Outpatient
 Program Code: 38KYOP

Appendix #: 8-1
 Page #: 4
 Fiscal Year: 2017-2018
 Funding Notification Date: 07/01/17

Expense Categories & Line Items	TOTAL	Accounting Code 1 (HMHGHCW/SNWQ)	Accounting Code 2 (HMHMCF751594)
Term (mm/dd/yy-mm/dd/yy):		01/01/18-06/30/18	01/01/18-06/30/18
Rent	\$ 34,536	\$ 1,224	\$ 33,312
Utilities(telephone, electricity, water, gas)	\$ 6,500	\$ 230	\$ 6,270
Building Repair/Maintenance	\$ 400	\$ 14	\$ 386
Occupancy Total:	\$ 41,436	\$ 1,468	\$ 39,968
Office Supplies	\$ 4,000	\$ 142	\$ 3,858
Printing and production	\$ 300	\$ 11	\$ 289
Dues and subscriptions	\$ 200	\$ 7	\$ 193
Postage and delivery	\$ 200	\$ 7	\$ 193
IT and computer services	\$ 2,600	\$ 92	\$ 2,508
Materials & Supplies Total:	\$ 7,300	\$ 259	\$ 7,041
Training/Staff Development	\$ 1,100	\$ 39	\$ 1,061
Meetings	\$ 700	\$ 25	\$ 675
Insurance	\$ 1,000	\$ 35	\$ 965
licenses, and fees	\$ 300	\$ 11	\$ 289
Equipment Lease & Maintenance	\$ 3,400	\$ 120	\$ 3,280
	\$ -	\$ -	\$ -
General Operating Total:	\$ 6,500	\$ 230	\$ 6,270
Local Travel	\$ 9,900	\$ 351	\$ 9,549
	\$ -	\$ -	\$ -
Staff Travel Total:	\$ 9,900	\$ 351	\$ 9,549
Other (provide detail):	\$ -	\$ -	\$ -
Quality assurance allocation	\$ 18,500	\$ 666	\$ 17,844
Facility and IT allocation	\$ 20,300	\$ 719	\$ 19,581
Chief program officer allocation	\$ 8,700	\$ 309	\$ 8,391
Other Total:	\$ 47,500	\$ 1,684	\$ 45,816
TOTAL OPERATING EXPENSE	\$ 112,636	\$ 3,992	\$ 108,644

Program Name	Q4	Q5	Funding Notification Date	
Program Code	38K705	38K705	15/10-17_39	Op-MH Svcs
Model/SG (MH) or Modality (SA)	Op-Cases Mgt	Brokerage	01/07/16-06/30/18	01/07/16-06/30/18
Service Description				
Funding Term				
Salaries & Employee Benefits	694	52,646		53,340
Operating Expenses	241	18,281		18,522
Capital Expenses	-	-		-
Subtotal Direct Expenses	935	70,927		71,862
Indirect Expenses	127	9,573		9,700
TOTAL FUNDING USES	1,062	80,500		81,562
Accounting Code (Index Code or Detail)				
MH FED SDMC FRP (50%) CYF	482	34,236		34,750
MH STATE CYF 2011 PSR-EPISDT	407	30,888		31,275
MH CTF County General Fund	89	6,697		6,785
MH CTF County WOCDS	3	210		213
MH WOC HSA MH CH CWS Non-VE Overmatch	59	4,489		4,528
MH WOC HSA MH HSA GE Markets	52	3,958		4,010
TOTAL BHS MENTAL HEALTH FUNDING SOURCES	1,082	80,500		81,562
Accounting Code (Index Code or Detail)				
THIS SUBSTANCE ABUSE FUNDING SOURCES				
Accounting Code (Index Code or Detail)				
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TOTAL BHS SUBSTANCE ABUSE FUNDING SOURCES				
Accounting Code (Index Code or Detail)				
OTHER OPH FUNDING SOURCES				
Accounting Code (Index Code or Detail)				
THIS ROW LEFT BLANK FOR FUNDING SOURCES NOT IN DROP-DOWN LIST				
TOTAL OTHER OPH FUNDING SOURCES	1,062	80,500		81,562
Accounting Code (Index Code or Detail)				
NON-OPH FUNDING SOURCES				
Accounting Code (Index Code or Detail)				
THIS ROW LEFT BLANK FOR FUNDING SOURCES NOT IN DROP-DOWN LIST				
TOTAL FUNDING SOURCES (OPH AND NON-OPH)	1,082	80,500		81,562
Accounting Code (Index Code or Detail)				
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SA Only - Licensed Capacity for Med/Call Provider with Neurotic TX Program				
SA Only - Non-Res 93 - ODF # of Group Sessions (classes)				
SA Only - Licensed Capacity for Med/Call Provider with Neurotic TX Program				
Payment Method				
DPH Units of Service	482	27,104	0	27,104
Unit Type	Staff Minute	Staff Minute		
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES ONLY)	\$ 2.30	\$ 2.97	\$ -	\$ -
Cost Per Unit - Contract Rate (DPH & NON-OPH FUNDING SOURCES)	\$ 2.30	\$ 2.97	\$ -	\$ -
Fundshd Rate (Med/Call Providers Only)				
Unduplicated Clients (UDC)	4	7		7
Total UDC				7

Appendix B - DPH 3: Salaries & Benefits Detail

Program Name: Outpatient O-5
 Program Code: 38KY05

Appendix #: B-2
 Page #: 7
 Fiscal Year: 2017-2018
 Funding Notification Date: 07/01/17

Term (mm/dd/yy-mm/dd/yy): Position Title	TOTAL		Accounting Code 1 (HMHHCWCWSNWO)		Accounting Code 2 (HMHHCPT751584)					
	FTE	Salaries	FTE	Salaries	FTE	Salaries				
Program Director	0.01	\$ 1,733	0.00	\$ 22.57	0.01	\$ 1,711				
Clinical Supervisors	0.08	\$ 6,315	0.00	\$ 82.22	0.08	\$ 6,233				
Service Coordinator	0.04	\$ 1,803	0.00	\$ 23.47	0.04	\$ 1,779				
Clinicians	0.56	\$ 31,120	0.01	\$ 405.21	0.55	\$ 30,715				
MH Admin Assistant	0.04	\$ 1,362	0.00	\$ 17.73	0.04	\$ 1,344				
Totals:	0.73	\$ 42,333	0.01	\$ 551.20	0.72	\$ 41,782				

Employee Fringe Benefits: 26% \$ 11,007 26% \$ 143.26 26% \$ 10,864

TOTAL SALARIES & BENEFITS \$ 53,340 \$ 694.00 \$ 52,846 \$ - \$ -

Appendix B - DPH 4: Operating Expenses Detail

Program Name: Outpatient 0-5
 Program Code: 38KY05

Appendix #: B-2
 Page #: 8
 Fiscal Year: 2017-2018
 Funding Notification Date: 07/01/17

Expense Categories & Line Items	TOTAL	Accounting Code 1 (HMHMCRCMSNWO) 01/01/18-06/30/18	Accounting Code 2 (HMHMCP751594) 01/01/18-06/30/18
Term (mm/dd/yy-mm/dd/yy):			
Rent	\$ 5,762	\$ 75	\$ 5,687
Utilities (telephone, electricity, water, gas)	\$ 1,000	\$ 13	\$ 987
Building Repair/Maintenance	\$ 100	\$ 1	\$ 99
Occupancy Total:	\$ 6,862	\$ 89	\$ 6,773
Office Supplies	\$ 650	\$ 8	\$ 642
Photocopying	\$ 50	\$ 1	\$ 49
Postage and delivery	\$ 50	\$ 1	\$ 49
Dues and subscriptions	\$ 50	\$ 1	\$ 49
Computer and IT services	\$ 450	\$ 6	\$ 444
Materials & Supplies Total:	\$ 1,250	\$ 17	\$ 1,233
Trainings/Staff Development	\$ 200	\$ 3	\$ 197
Insurance	\$ 150	\$ 2	\$ 148
licenses and fees	\$ 50	\$ 1	\$ 49
Meetings	\$ 160	\$ 2	\$ 158
Equipment Lease & Maintenance	\$ 550	\$ 7	\$ 543
General Operating Total:	\$ 1,110	\$ 15	\$ 1,095
Local Travel	\$ 1,600	\$ 21	\$ 1,579
Staff Travel Total:	\$ 1,600	\$ 21	\$ 1,579
Other (provide detail):	\$ -		
Quality assurance allocation	\$ 3,000	\$ 39	\$ 2,961
CFO Allocation	\$ 1,400	\$ 18	\$ 1,382
Facility and IT allocation	\$ 3,300	\$ 42	\$ 3,258
Other Total:	\$ 7,700	\$ 99	\$ 7,601
TOTAL OPERATING EXPENSE	\$ 18,522	\$ 241	\$ 18,281

DHCS Legal Entity Name (MHI)/Contractor Name (SA) 00765 Fiscal Year 2017-2018
 Provider Name A Better Way, Inc. Funding Notification Date 07/01/17
 Provider Number 38K1 Funding Term 07/01/17-06/30/18

Accounting Code (Fund Code or Detail)	Funding Term	Service Description	OP-Case Mgt	OP-4Mh Svcs	OP-Other Non-Medical Client Support Exp	TOTAL
FUNDING USES						
Salaries & Employee Benefits	07/01/17-06/30/18					23,037
Operating Expenses						437,769
Capital Expenses						149,373
Subtotal Direct Expenses						610,179
Indirect Expenses						79,006
TOTAL FUNDING USES						689,185
TOTAL BHS MENTAL HEALTH FUNDING SOURCES						
HAHHC0701694						14,606
HAHHC0701694						13,144
HAHHC0701694						3,129
HAHHC0701694						2,280
HAHHC0701694						2,478
HAHHC0701694						1,696
TOTAL BHS MENTAL HEALTH FUNDING SOURCES						35,282
TOTAL OTHER DPH FUNDING SOURCES						
						682,147
TOTAL DPH FUNDING SOURCES						100,000
DPH FUNDING USES						
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TOTAL NON-DPH FUNDING SOURCES						
						53,282
TOTAL FUNDING SOURCES (DPH AND NON-DPH)						153,282
Number of Beds Purchased (If applicable)						
SA Only - Non-Res SS - Out of Group Sessions (Classes)						
SA Only - Licensed Capacity for Med-Cal Provider with Narcotic Tx Program						
Payment Method						
DPH Units of Service		Fee-For-Service (FFS)	Fee-For-Service (FFS)	Cost Reimbursement (CR)		
		15,340	223,956	614		
Unit Type						
Staff Minutes		2,30	2,97	182,76		
Staff Hour		2,30	2,97	182,76		
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES ONLY)		\$	\$	\$		
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)		\$	\$	\$		
Published Rate (Medi-Cal Providers Only)		28	38	9		
Unduplicated Clients (UDC)		28	38	9		
Total UDC						36

Appendix B - DPH 3: Salaries & Benefits Detail

Program Name: Therapeutic Visitation (TVS)
 Program Code: 38KY01

Appendix #: B-3
 Page #: 8
 Fiscal Year: 2017-2018
 Funding Notification Date: 07/01/17

Term (mm/dd/yy-mm/dd/yy): Position Title	TOTAL		Accounting Code 1 (HMHMCMTCHWQ)		Accounting Code 2 (HMHMG7S1594)		Accounting Code 3 (HMHMCCHNSNWQ)	
	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries
Program Director	0.14	\$ 17,121	0.01	749	0.10	14,227	0.04	2,145
Clinical Supervisors	0.82	\$ 62,368	0.03	2,727	0.55	51,827	0.24	7,814
Service Coordinator	0.41	\$ 17,805	0.01	779	0.27	14,796	0.12	2,230
Clinicians	5.50	\$ 307,358	0.19	13,440	3.70	255,409	1.81	38,507
Admin Assistant	0.37	\$ 13,452	0.01	588	0.25	11,178	0.11	1,886
Totals:	7.24	\$ 418,102	0.26	\$ 18,283	4.87	\$ 347,437	2.12	\$ 52,382

Employee Fringe Benefits:	26%	\$ 108,705	\$ 4,754	\$ 0	\$ 90,332.33	\$ 0	\$ 13,618.75
TOTAL SALARIES & BENEFITS		\$ 526,807	\$ 23,037	\$ 437,769	\$ 66,001		

Appendix B - DPH 4: Operating Expenses Detail

Program Name: Therapeutic Visitation
 Program Code: 38KY01

Appendix #: B-3
 Page #: 9
 Fiscal Year: 2017-2018
 Funding Notification Date: 07/01/17

Expense Categories & Line Items	TOTAL	Accounting Code 1 (HMH-MCHMTCHWO) 07/01/17-06/30/18	Accounting Code 2 (HMH-MCP751594) 07/01/17-06/30/18	Accounting Code 3 (HMH-MCHQW/SNWO) 07/01/17-06/30/18
Rent	\$ 60,000	\$ 2,624	\$ 49,859	\$ 7,517
Utilities (telephone, electricity, water, gas)	\$ 2,000	\$ 87	\$ 1,662	\$ 251
Building Repair/Maintenance	\$ 650	\$ 28	\$ 540	\$ 82
Occupancy Total:	\$ 62,650.00	\$ 2,739.00	\$ 52,061.00	\$ 7,850.00
Office Supplies	\$ 6,300	\$ 275	\$ 5,235	\$ 790
Photocopying	\$ 450	\$ 20	\$ 374	\$ 56
Postage and delivery	\$ 250	\$ 11	\$ 208	\$ 31
Dues and subscriptions	\$ 2,000	\$ 87	\$ 1,662	\$ 251
IT and computer services	\$ 5,000	\$ 219	\$ 4,155	\$ 626
Materials & Supplies Total:	\$ 14,000.00	\$ 612.00	\$ 11,634.00	\$ 1,754.00
Training/Staff Development	\$ 3,000	\$ 131	\$ 2,493	\$ 376
Insurance	\$ 1,600	\$ 70	\$ 1,330	\$ 200
Licenses and fees	\$ 500	\$ 22	\$ 416	\$ 62
Referrals	\$ 2,000	\$ 87	\$ 1,662	\$ 251
Equipment Lease & Maintenance	\$ 4,600	\$ 201	\$ 3,823	\$ 576
General Operating Total:	\$ 11,700.00	\$ 514.00	\$ 9,724.00	\$ 1,465.00
Local Travel	\$ 15,500	\$ 679	\$ 12,890	\$ 1,941
Staff Travel Total:	\$ 15,500.0000	\$ 679.0000	\$ 12,880.0000	\$ 1,941.0000
Other (provide detail):	\$ -	\$ -	\$ -	\$ -
Health insurance allocation	\$ 29,000	\$ 1,268	\$ 24,099	\$ 3,633
PO Allocation	\$ 13,700	\$ 599	\$ 11,385	\$ 1,716
Facility and IT allocation	\$ 32,000	\$ 1,399	\$ 26,590	\$ 4,011
Other Total:	\$ 74,700	\$ 3,266	\$ 62,074	\$ 9,360
TOTAL OPERATING EXPENSE	\$ 178,550.00	\$ 7,807.00	\$ 148,373.00	\$ 22,370.00

Appendix B -DPH 6: Contract-Wide Indirect Detail

Contractor Name: A Better Way, Inc

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Contract CMS #: 7020

Fiscal Year: 2017-2018

Funding Notification Date: 7/1/17

1. SALARIES & BENEFITS

Position Title	FTE	Amount
President CEO	0.14	\$ 24,770
Director of Administration	0.13	\$ 18,949
Human Resources manager	0.14	\$ 9,852
human resources coordinator	0.14	\$ 8,559
development coordinator	0.14	\$ 8,053
Subtotal:	0.69	\$ 70,183
Employee Fringe Benefits:	26.0%	\$ 18,248
Total Salaries and Benefits:		\$ 88,431

2. OPERATING COSTS

Expense line item:	Amount
Employee recognition	\$ 1,000
Payroll fees	\$ 5,000
Accounting fees	\$ 45,000
Legal fees	\$ 1,000
IT and computer services	\$ 500
other consultants	\$ 2,000
Hiring expenses	\$ 3,000
Training	\$ 500
Meeting	\$ 1,000
Dues & subscriptions	\$ 500
telecommunications	\$ 1,500
Transportation mileage	\$ 500
Supplies	\$ 2,000
Postage and delivery	\$ 500
printing and production	\$ 500
Insurance	\$ 1,500
other taxes licenses and fees	\$ 500
repair and maintenance and equipment	\$ 8,000
Utilities	\$ 1,841
Bank charges	\$ 500
Total Operating Costs	\$ 76,841
Total Indirect Costs (Salaries & Benefits + Operating Costs)	\$ 165,272

**Appendix C
Reserved**

**Appendix D
Reserved**

Appendix E
Business Associate Agreement



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”). 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 (“SFPDPH”), 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.

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.



San Francisco Department of Public Health

Business Associate Agreement

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 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.



San Francisco Department of Public Health
Business Associate Agreement

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.

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;



San Francisco Department of Public Health

Business Associate Agreement

(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 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).



San Francisco Department of Public Health
Business Associate Agreement

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.

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)].



San Francisco Department of Public Health

Business Associate Agreement

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)]

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.



San Francisco Department of Public Health
Business Associate Agreement

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.

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

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,



San Francisco Department of Public Health

Business Associate Agreement

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: A Better Way	Contractor City Vendor ID: 0000026510
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PRIVACY ATTESTATION

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

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

I. All Contractors.

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

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

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

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

ATTESTED by Privacy Officer or designated person	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	Signature	Date
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Contractor Name: A Better Way	Contractor City Vendor ID: 0000026510
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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.

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

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

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

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

**DEPARTMENT OF PUBLIC HEALTH CONTRACTOR
 FEE FOR SERVICE STATEMENT OF DELIVERABLES AND INVOICE**

Appendix F
 PAGE A

Control Number

INVOICE NUMBER: MDS JA 1a

Cl.Blanket No.: BPHM TBD

Ct. PO No.: POHM TBD User Cd _____

Fund Source: MH Work Order - HSA (Match)

Invoice Period: January 2018

Final Invoice: _____ (Check if Yes)

ACE Control Number: _____

Contractor: **A Better Way, Inc.**
 Address: 3200 Adeline Street, Berkeley, CA 94703
 Tel. No.: (510) 207-8825
 Funding Term: 01/01/2018 - 06/30/2018
 PHP Division: Community Behavioral Health Services



HMHCHMTCHWO	Total Contracted Exhibit UDC	Delivered THIS PERIOD Exhibit UDC	Delivered to Date Exhibit UDC	% of TOTAL Exhibit UDC	Remaining Deliverables Exhibit UDC
Unduplicated Clients for Exhibit:					

*The following counts for APCS Use Only:

DELIVERABLES Program Name/Replg. Unit Modality/Mode #- Svc Func (M-C-Or)	Total Contracted		Delivered THIS PERIOD		Unit Rate	AMOUNT DUE	Delivered to Date		% of TOTAL		Remaining Deliverables	
	UOS	CLIENTS	UOS	CLIENTS			UOS	CLIENTS	UOS	CLIENTS	UOS	CLIENTS
	B-1 Outpatient PC# - 38KY0P	7,393.00						\$ 2.30	\$ -	0.00%		0.00%
15/ 01 - 09 OP - Case Mgt Brokerage					\$ 2.97	\$ -	0.00%		0.00%		155,824.00	
15/ 10 - 57, 59 OP - MH Svcs	155,824.00					\$ -						
B-2 0 - 5 PC# - 38KY0S	435.00				\$ 2.30	\$ -	0.00%		0.00%		435.00	
15/ 01 - 09 OP - Case Mgt Brokerage					\$ 2.97	\$ -	0.00%		0.00%		25,529.00	
15/ 10 - 57, 59 OP - MH Svcs	25,529.00					\$ -						
+	188,181.00		-			-		0.00%			188,181.00	
Budget Amount					\$ 556,622.00						\$ 556,622.00	

\$ 17,003.90
 \$ 462,787.28
 \$ 478,801.18
 \$ 1,000.50
 \$ 75,821.13
 \$ 76,821.63
 \$ 556,622.81

SUBTOTAL AMOUNT DUE	Expenses To Date	% of Budget	Remaining Budget
\$ -	\$ -	0.00%	\$ 556,622.00

NOTES:
 HSA WO Match - HMHCHMTCHWO - \$27,602.00
 GF - HMHCP751594 - \$529,020.00

I certify that the information provided above is, to the best of my knowledge, complete and accurate; the amount requested for reimbursement is in accordance with the contract approved for services provided under the provision of that contract. Full justification and backup records for those claims are maintained in our office at the address indicated.

Signature: _____ Date: _____
 Title: _____

Send to:
 Behavioral Health Services-Budget/ Invoice Analyst
 1380 Howard St., 4th Floor
 San Francisco, CA 94103

DPH Authorization for Payment

Authorized Signatory Date

**DEPARTMENT OF PUBLIC HEALTH CONTRACTOR
COST REIMBURSEMENT INVOICE**

Appendix F
PAGE A

Control Number

Contractor: A Better Way, Inc.

Address: 3200 Adeline Street, Berkeley, CA 94703

Tel. No.: (510) 207-8825



INVOICE NUMBER: M09 JL 17

Ct.Blanket No.: BPHM TBD User Cd _____

Ct. PO No.: POHM TBD

Fund Source: MH CYF County WO CODB/ MH WO HSA

Invoice Period: July 2017

Final Invoice: _____ (Check if Yes)

ACE Control Number: _____

Funding Term: 07/01/2017 - 12/31/2017

PHP Division: Community Behavioral Health Services

Program/Exhibit	TOTAL CONTRACTED		DELIVERED THIS PERIOD		DELIVERED TO DATE		% OF TOTAL		REMAINING DELIVERABLES		% OF TOTAL	
	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC
B-3 TVS PC# - 38KY01 - HMMHCHCWSNWO												
60/ 78 SS-Other Non-Medical Client	614	9			-	-	0%	0%	614	9	100%	100
Support Exp												

Unduplicated Counts for AIDS Use Only.

Description	BUDGET	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Total Salaries	\$ 52,382.00	\$ -	\$ -	0.00%	\$ 52,382.00
Fringe Benefits	\$ 13,619.00	\$ -	\$ -	0.00%	\$ 13,619.00
Total Personnel Expenses	\$ 66,001.00	\$ -	\$ -	0.00%	\$ 66,001.00
Operating Expenses:					
Occupancy	\$ 7,850.00	\$ -	\$ -	0.00%	\$ 7,850.00
Materials and Supplies	\$ 1,754.00	\$ -	\$ -	0.00%	\$ 1,754.00
General Operating	\$ 1,465.00	\$ -	\$ -	0.00%	\$ 1,465.00
Staff Travel	\$ 1,941.00	\$ -	\$ -	0.00%	\$ 1,941.00
Consultant/ Subcontractor	\$ -	\$ -	\$ -	0.00%	\$ -
Other: Quality Assurance Allocation	\$ 3,633.00	\$ -	\$ -	0.00%	\$ 3,633.00
CPO Allocation	\$ 1,716.00	\$ -	\$ -	0.00%	\$ 1,716.00
Facility and IT Allocation	\$ 4,011.00	\$ -	\$ -	0.00%	\$ 4,011.00
Total Operating Expenses	\$ 22,370.00	\$ -	\$ -	0.00%	\$ 22,370.00
Capital Expenditures	\$ -	\$ -	\$ -	0.00%	\$ -
TOTAL DIRECT EXPENSES	\$ 88,371.00	\$ -	\$ -	0.00%	\$ 88,371.00
Indirect Expenses	\$ 11,629.00	\$ -	\$ -	0.00%	\$ 11,629.00
TOTAL EXPENSES	\$ 100,000.00	\$ -	\$ -	0.00%	\$ 100,000.00
Less: Initial Payment Recovery					
Other Adjustments (DPH use only)					
REIMBURSEMENT		\$ -			

NOTES:

I certify that the information provided above is, to the best of my knowledge, complete and accurate; the amount requested for reimbursement is in accordance with the contract approved for services provided under the provision of that contract. Full justification and backup records for those claims are maintained in our office at the address indicated.

Signature: _____

Date: _____

Printed Name: _____

Title: _____

Phone: _____

Send to:
Behavioral Health Services-Budget/ Invoice Analyst
1380 Howard St., 4th Floor
San Francisco, CA 94103

DPH Authorization for Payment

Authorized Signatory

Date

Appendix G

Dispute Resolution Procedure For Health and Human Services Nonprofit Contractors 9-06

Introduction

The City Nonprofit Contracting Task Force submitted its final report to the Board of Supervisors in June 2003. The report contains thirteen recommendations to streamline the City's contracting and monitoring process with health and human services nonprofits. These recommendations include: (1) consolidate contracts, (2) streamline contract approvals, (3) make timely payment, (4) create review/appellate process, (5) eliminate unnecessary requirements, (6) develop electronic processing, (7) create standardized and simplified forms, (8) establish accounting standards, (9) coordinate joint program monitoring, (10) develop standard monitoring protocols, (11) provide training for personnel, (12) conduct tiered assessments, and (13) fund cost of living increases. The report is available on the Task Force's website at http://www.sfgov.org/site/npcontractingtf_index.asp?id=1270. The Board adopted the recommendations in February 2004. The Office of Contract Administration created a Review/Appellate Panel ("Panel") to oversee implementation of the report recommendations in January 2005.

The Board of Supervisors strongly recommends that departments establish a Dispute Resolution Procedure to address issues that have not been resolved administratively by other departmental remedies. The Panel has adopted the following procedure for City departments that have professional service grants and contracts with nonprofit health and human service providers. The Panel recommends that departments adopt this procedure as written (modified if necessary to reflect each department's structure and titles) and include it or make a reference to it in the contract. The Panel also recommends that departments distribute the finalized procedure to their nonprofit contractors. Any questions for concerns about this Dispute Resolution Procedure should be addressed to purchasing@sfgov.org.

Dispute Resolution Procedure

The following Dispute Resolution Procedure provides a process to resolve any disputes or concerns relating to the administration of an awarded professional services grant or contract between the City and County of San Francisco and nonprofit health and human services contractors.

Contractors and City staff should first attempt to come to resolution informally through discussion and negotiation with the designated contact person in the department. However,

notwithstanding the foregoing, nothing shall diminish the parties' rights to seek any and all other legal or equitable remedies.

Appendix H

San Francisco Department of Public Health Privacy Policy Compliance Standards

As part of this Agreement, Contractor acknowledges and agrees to comply with the following:

In City's Fiscal Year 2003/04, a DPH Privacy Policy was developed and contractors advised that they would need to comply with this policy as of July 1, 2005.

As of July 1, 2004, contractors were subject to audits to determine their compliance with the DPH Privacy Policy using the six compliance standards listed below. Audit findings and corrective actions identified in City's Fiscal year 2004/05 were to be considered informational, to establish a baseline for the following year.

Beginning in City's Fiscal Year 2005/06, findings of compliance or non-compliance and corrective actions were to be integrated into the contractor's monitoring report.

Item #1: DPH Privacy Policy is integrated in the program's governing policies and procedures regarding patient privacy and confidentiality.

As Measured by: Existence of adopted/approved policy and procedure that abides by the rules outlined in the DPH Privacy Policy

Item #2: All staff who handle patient health information are oriented (new hires) and trained in the program's privacy/confidentiality policies and procedures.

As Measured by: Documentation showing individual was trained exists

Item #3: A Privacy Notice that meets the requirements of the Federal Privacy Rule (HIPAA) is written and provided to all patients/clients served in their threshold and other languages. If document is not available in the patient's/client's relevant language, verbal translation is provided.

As Measured by: Evidence in patient's/client's chart or electronic file that patient was "noticed." (Examples in English, Cantonese, Vietnamese, Tagalog, Spanish, Russian will be provided.)

Item #4: A Summary of the above Privacy Notice is posted and visible in registration and common areas of treatment facility.

As Measured by: Presence and visibility of posting in said areas. (Examples in English, Cantonese, Vietnamese, Tagalog, Spanish, Russian will be provided.)

Item #5: Each disclosure of a patient's/client's health information for purposes other than treatment, payment, or operations is documented.

As Measured by: Documentation exists.

Item #6: Authorization for disclosure of a patient's/client's health information is obtained prior to release (1) to non-treatment providers or (2) from a substance abuse program.

As Measured by: An authorization form that meets the requirements of the Federal Privacy Rule (HIPAA) is available to program staff and, when randomly asked, staff are aware of circumstances when authorization form is needed.

Appendix I

THE DECLARATION OF COMPLIANCE

Each Fiscal Year, CONTRACTOR attests with a Declaration of Compliance that each program site has an Administrative Binder that contains all of the forms, policies, statements, and documentation required by Community Behavioral Health Services (CBHS). The Declaration of Compliance also lists requirements for site postings of public and client information, and client chart compliance if client charts are maintained. CONTRACTOR understands that the Community Programs Business Office of Contract Compliance may visit a program site at any time to ensure compliance with all items of the Declaration of Compliance.