

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

Second Amendment

THIS AMENDMENT (this “Amendment”) is made as of January 1, 2023, in San Francisco, California, by and between The Regents of the University of California, on behalf of its San Francisco campus, acting by and through its Office of Research (“Contractor”), and the City and County of San Francisco, a municipal corporation (“City”), acting by and through its Director of the Office of Contract Administration.

Recitals

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

WHEREAS, City and Contractor desire to modify the Agreement on the terms and conditions set forth herein to continue services to provide mental health management services by extending the performance period, increase the contract amount, and update standard contractual clauses; and

WHEREAS, the Agreement was competitively procured as required by San Francisco Administrative Code Chapter 21.1 through RFP 11-2017, issued on June 11, 2017 and this modification is consistent therewith; and

WHEREAS, approval for the Original Agreement was obtained on November 20, 2017 from the Department of Human Resources on behalf of the Civil Service Commission under PSC number 40587-17/18 in the amount of \$137,760,000 for the PSC duration of 5 years; and

WHEREAS, approval for this Amendment was obtained on August 31, 2023 from the Department of Human Resources on behalf of the Civil Service Commission under PSC number 40587-17/18 in the amount of \$438,051,200 for the period commencing 01/01/2018 and ending 12/31/2028; and

WHEREAS, approval for this Amendment Two was obtained when the Board of Supervisors approved Resolution number _____ on _____.

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

Article 1 Definitions

The following definitions shall apply to this Amendment:

1.1 **Agreement.** The term “Agreement” shall mean the Agreement dated July 1, 2018 (Contract ID# 1000010331), between Contractor and City, as amended by the:

First Amendment dated July 1, 2019

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

Article 2 Modifications to the Agreement

The Agreement is hereby modified as follows:

2.1 **Article 2.1** Term of the *First Amendment* currently reads as follows:

The term of this Agreement shall commence on July 1, 2018 and expire on December 31, 2022, unless earlier terminated as otherwise provided herein.

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

The term of this Agreement shall commence on July 1, 2018 and expire on June 30, 2028, unless earlier terminated as otherwise provided herein.

2.2 **Article 3, Section 3.3.1** Compensation of the *First Amendment* currently reads as follows:

3.3.1 **Payment.** Compensation shall be made in monthly payments on or before the 30th day of each month for work, as set forth in Section 4 of this Agreement, that the Director of Public Health, concludes has been performed as of the last day of the immediately preceding month. In no event shall the amount of this Agreement exceed Forty-Nine Million Two Hundred Seventy-Five Thousand Nine Hundred Fifty-One Dollars (\$49,275,951). The breakdown of costs associated with this Agreement appears in Appendix B, “Calculation of Charges,” attached hereto and incorporated by reference as though fully set forth herein. In no event shall City be liable for interest or late charges for any late payments.

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

3.3.1 **Payment.** Compensation shall be made in monthly payments on or before the 30th day of each month for work, as set forth in Section 4 of this Agreement, that the Director of Public Health, concludes has been performed as of the last day of the immediately preceding month. In no event shall the amount of this Agreement exceed One Hundred Thirty-Three Million Three Hundred Ninety-Seven Thousand Four Hundred Ninety-Three Dollars (\$133,397,493). The breakdown of costs associated with this Agreement appears in Appendix B, “Calculation of Charges,” attached hereto and incorporated by reference as though fully set forth herein. In no event shall City be liable for interest or late charges for any late payments.

2.3 **Article 5, Section 5.1.1 Insurance.** *Section 5.1.1 is hereby amended in its entirety to read as follows:*

5.1 Insurance.

5.1.1 Required Coverages. Each Party shall, at such Party's own expense, obtain, maintain, and keep in full force and effect, at all times during the term hereof, insurance coverage with respect to its property, plant and equipment and its activities conducted thereon and under this Agreement consisting of:

(a) Comprehensive general liability insurance in an amount not less than Ten Million Dollars (\$10,000,000) each claim and Twenty Million Dollars (\$20,000,000) annual aggregate;

(b) Professional liability insurance in an amount not less than Ten Million Dollars (\$10,000,000) each claim and Twenty-Five Million Dollars (\$25,000,000) annual aggregate;

(c) Business interruption insurance covering loss of income for up to twelve (12) months;

(d) Cyber and privacy insurance or technology errors and omissions insurance covering liability and property losses, including liability for data breach, including notification costs, credit monitoring, costs to defend claims by state regulators, fines and penalties, loss resulting from identity theft and the like with an occurrence or per claim limit of not less than Twenty Million Dollars (\$20,000,000) annual aggregate; and

(e) Workers compensation insurance consistent not less than statutory minimums. Each Party's Workers' Compensation policy(ies) shall be endorsed with a waiver of subrogation in favor of the other Party for all work performed by that Party, its employees, agents and subcontractors.

(f) 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.

The general liability coverage referred to in Section 5.1.1(a) above shall be endorsed to include each party as an additional insured. Such a provision, however, shall only apply in proportion to and to the extent of the negligent acts or omissions of the indemnifying party, its officers, agents, and/or employees.

2.4 **Article 7, Withholding.** *The following is hereby added to as Section 7.3*

7.3 Withholding. [Reserved (Subject to San Francisco Business and Tax Regulations Code Section 6.10.2, as applicable).]

2.5 **Article 10**, Additional Requirements Incorporated by Reference. *The following are hereby replaced in Section 10.4, 10.5, 10.11 and 10.17*

10.4 **Consideration of Salary History** [Reserved pursuant to Administrative Code Section 12K.1(e) (Exception Public Agency Contract).]

10.5 **Nondiscrimination Requirements.**

10.5.1 [Reserved in consideration CMD Waiver; Administrative Code Section 12B.5.1 and 12C.5.1.]

10.5.2 In the performance of this Contract, Contractor covenants and agrees that it will not discriminate against an applicant for employment because of race, color, religion, sex, age, ancestry, national origin, sexual orientation, handicap, veteran's status, medical condition (as defined in Section 12926 of the State of California Government Code), marital status, or citizenship (within the limits imposed by law or University's policy) because of habit, local custom, or otherwise. All applicants for employment and employees are to be treated without regard to their race, color, religion, sex, age, ancestry, and national origin, sexual orientation, handicap, veteran's status, medical condition (as defined in Section 12926 of the State of California Government Code), marital status, or citizenship (within the limits imposed by law or Contractor's policy). Such equal treatment shall apply, but not be limited to, employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

10.11 **Limitations on Contributions.**

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

10.17 **Distribution of Beverages and Water.**

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

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

2.6 **Article 13, Data and Security.** *The following is hereby added as Sections 13.5 and 13.6*

13.5 **Management of City Data and Confidential Information** (Reserved [Covered by Section 13.1].)

13.6 **Disposition of Confidential Information.** (Reserved based on City approval of Contractor's Policy).

The Appendices listed below are Amended as follows:

2.7 Delete Appendix A, and replace in its entirety with Appendix A to Agreement as amended. Dated: January 1, 2023.

2.8 Delete Appendix A-1a and A-1b, and replace in its entirety with Appendix A-1a and A-1b to Agreement as amended. Dated: January 1, 2023.

2.9 Delete Appendix B-1a and B-1b, and replace in its entirety with Appendix B-1a and B-1b to Agreement as amended. Dated: January 1, 2023.

2.10 Delete Appendix B-1 to Agreement as amended and replace in its entirety with Appendix B-1. Dated: September 27, 2022.

2.11 Add Appendix D, System Access Agreement, to Agreement. Dated: November 1, 2023.

Article 3 Effective Date

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

Article 4 Legal Effect

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

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

CITY

Recommended by:

Grant Colfax, MD
Director of Health
Department of Public Health

Approved as to Form:

David Chiu
City Attorney

By: _____
Louise Simpson
Deputy City Attorney

Approved:

Sailaja Kurella
Director, Office of Contract
Administration, and Purchaser

CONTRACTOR

The Regents of the University of California,
A Constitutional Corporation, on behalf of its
San Francisco Campus

DocuSigned by:

Theodore Midlau, MD

2/24/2024 | 12:12 PM PST

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THEODORE MIDLAU, M.D.

Chair, Clinical Practice Group
SFGH Dean's Office, Room 2A21
San Francisco General Hospital
1001 Potrero Avenue
San Francisco, CA 94110

DocuSigned by:

Neal Cohen, MD

2/24/2024 | 2:22 PM CST

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NEAL COHEN, M.D.

Vice Dean, UCSF School of Medicine

Supplier ID number: 0000012358
UCSF Agreement # SA-0016610

Appendix A

Scope of Services – DPH Behavioral Health Services

1. Terms

A. Contract Administrator:

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

B. Reports:

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

C. Evaluation:

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

D. Possession of Licenses/Permits:

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

E. Adequate Resources:

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

F. Admission Policy:

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

G. San Francisco Residents Only:

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

H. Grievance Procedure:

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

I. Infection Control, Health and Safety:

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

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

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

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

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

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

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

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

J. Aerosol Transmissible Disease Program, Health and Safety:

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

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

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

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

K. Acknowledgment of Funding:

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

L. Client Fees and Third-Party Revenue:

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

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

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

(1) 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.

(2) The City intends to transition from the Netsmart myAvatar EHR to the Epic EHR as the BHS EHR system. CONTRACTOR will be required to use the Epic EHR to receive and respond to client referrals, document minimum required data sets, document charges for insurance billing, and other workflows set forth by SFDPH Information Technology (IT), BHS Quality Management and BHS Program Administration.

N. Patients' Rights:

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

O. Under-Utilization Reports:

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

P. Quality Improvement:

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

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

Q. Working Trial Balance with Year-End Cost Report

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

R. Harm Reduction

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

S. Compliance with Behavioral Health Services Policies and Procedures

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

T. Fire Clearance

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

U. Clinics to Remain Open:

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

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

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

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

V. Compliance with Grant Award Notices:

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

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

2. Description of Services

Contractor agrees to perform the following Services:

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

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

Appendix A-1a – Citywide Focus

Appendix A-2b – Citywide Forensics

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 UC Regents
Program Name UC Citywide Focus

Appendix A- 1a
FY Term: 22-23
Funding Source

1. Identifiers:

Program Name: UC Citywide Focus/Citywide Forensics FSP
 Program Address: 982 Mission Street, SF, CA 94103
 Telephone/FAX: 415-597-8084 and FAX for both: 415-597-8004
 Website Address: <https://psych.ucsf.edu/zsfg/citywide>
 Contractor Address, City, State, ZIP: N/A

Executive Director: Fumi Mitsuishi, MD, MS
 Telephone: 415-597-8084
 Email Address: fumi.mitsuishi@ucsf.edu
 Program Code(s): 89113

2. Nature of Document:

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

3. Goal Statement:

The UC Citywide SPR (Citywide Focus) will reduce unnecessary institutional care (hospitals, IMD, MRF and/or jail) of high-risk individuals with serious mental illness who are transitional aged youth, adults, or older adults.

4. Priority Population:

UC Citywide Focus proposes the continuation of a capitated full-service integrated outpatient behavioral health center treating 480 transitional age youth, adult, and/or older-adult clients identified by BHS. While UC Citywide Focus and Forensics welcomes and serves all ethnicities and populations, services are also designed to meet the cultural and linguistic needs of San Francisco adult residents with the highest mental health and social service needs. Over 60% are diagnosed with complicating substance abuse problems, over 65% have been homeless, and many also have criminal justice involvement. Approximately 64% are men, 36% women, 32% white, 35% African-American, 24% Asian, and 9% Latino. We treat consumers in every district of the city, but the largest numbers are in the Tenderloin, South of Market, Bayview and Inner-Mission and Chinatown areas. Many consumers live in SROs, but a significant number (especially Asian and Latino consumers) live with families of origin and others in Residential Care group homes.

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

Unit of Service (UOS) Description	UOS	NOC/UDC
Units of Service # Clients Enrolled (480 Max) x Months (6) =		480

Contractor Name UC Regents
Program Name UC Citywide Focus

Appendix A- 1a
FY Term: 22-23
Funding Source

Total UDC Served 575 Clients x .2 (turnover) = 115		690
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Capitation Rate: \$1,723.03 per client enrolled (575 max) per month
 (Formula: $\$5,944,469 \div 6 \div 575 = \$1,723.03$)

Methodology:

- Consumers are assertively engaged and followed throughout the system as they transition through hospitals, jail, IMDs, shelters, or residential facilities. High-risk consumers in are seen at their home regardless of the facility's location. Over 50% of services are delivered in the community. Medication services can be delivered in the community. Case managers accompany consumers on public transportation or use the Division van to access the community.
- The programs engage family and informal resources in the community to support consumers: for example, restaurant owners to provide prepaid meal plans, hotel owners to help monitor consumer functioning, store owners to support grocery budgeting, etc.
- Hands-on, case management activities to address both the immediate support system issue and the acquisition of problem-solving skills, building independence.
- Treatment team members are quick to intervene in the community when a consumer is headed toward a crisis. Daily medications, supportive counseling, and on-call phone support can help consumers avoid a hospitalization or arrest.

A. Outreach, recruitment, promotion, and advertisement

Referrals for the programs come from hospitals, CBHS outpatient mental health clinics, jails, and other CBHS providers.

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

Consumers are referred to a central intake staff by phone and fax that screens referrals to make sure they meet Target Population criteria (high user of mental health services and an additional criteria of criminal justice involvement for the Forensic program) and to obtain collateral information. Within 72 hours of assignment, a case manager conducts a face-to-face interview with the consumer (in the hospital, jail or community location) to enroll and begin a treatment alliance and to make sure the consumer's behavior will be safe for staff and consumers. The case manager accompanies the consumer on the day of discharge to his/her residence and first appointments. The program adheres to the guidelines, definitions and services as described in the intensive case management guidelines. The Program accepts consumers authorized by BHS.

C. Service delivery model

Citywide Focus ACT model treatment team provides comprehensive case management, crisis, family, individual and group therapy services. Medical staff work closely with case managers to provide psychotropic medications including drop-in, at consumer's home, or daily medications if needed. Treatment is provided continuously, wherever the consumer is located. Thus home or hotel visits, outreaches to community agencies and businesses, visits in custody or in the hospital, are all routine modes of delivery of services. The programs incorporate the principles of the "Wellness and Recovery" model of services. Consumers work with case managers to develop a Wellness and Recovery Action Plan, specifying goals for increased skills, increased functioning,

Contractor Name UC Regents
Program Name UC Citywide Focus

Appendix A- 1a
FY Term: 22-23
Funding Source

increased personal resources and illness management. We maintain a special emphasis on helping consumers locate and maintain productive activity including education, prevocational training, volunteer work and paid employment. Involving consumers in group therapy, dual diagnosis groups, pre-vocational training and stipend jobs, as well as social activities is a central aspect of Division programs. Consumers are seen as often as is clinically indicated, which may be daily for consumers in crisis or bi-weekly for stable consumers transitioning to a lower level of care. Staff regularly provides “hotel rounds”, visiting consumers in the SROs where they reside, delivering medication and spending money for those that have difficulty self-presenting at the clinic. Program hours are 8:30 am to 5:00 pm, Monday through Friday and 10:00 am to 1:00 pm on Saturdays. After hours and weekends are covered by on-call staff who provide phone consultation and support to consumers, family members or other agencies.

D. Discharge Planning and exit criteria and process

Discharge Criteria: Citywide Focus will continue with comprehensive, wrap-around services as long as clinically needed. When the following criteria are met, a step-down transition will be initiated:

1. Treatment engagement sufficient to manage acute symptoms and sustained recovery coupled with decreased staff intervention levels.
2. No psychiatric inpatient stays or incarceration for 18 months
3. No more than one PES visit in the last year
4. Stable housing, entitlements, health care
5. No pending criminal justice charges, and consumer demonstrates 6 months of unassisted management of probation or BHC involvement
6. Some productive use of time activities; hobbies, clubs, work, school, etc.

Consumers will transition to primary care providers, neighborhood clinics, or private health care plans and providers as they engage with the larger community and increase their ability to manage usual health care providers.

E. Program staffing

See Appendix B

6. Objectives and Measurements:

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

7. Continuous Quality Improvement:

A. Productivity is reviewed on a monthly basis. The Division Director and Program Director distribute data from AVATAR to all supervisors. Line-staff are expected to monitor their own productivity through AVATAR and it is reviewed at least monthly in their weekly individual supervision. Once BHS generates reports tracking Program Objectives they will be brought monthly to the Divisions’ bi-weekly Leadership meeting for review as well as team meetings within each program.

B. The Division PURQ Committee meets weekly to review Treatment Authorization Requests, and client charts (Treatment Plan of Care, Assessment, ANSA, diagnosis, general documents, and progress notes). In addition, all supervisors audit one chart a month per supervisee, as part of ongoing quality control using our Internal Documentation Quality Assurance Form. Monthly Staff Meetings are a

Contractor Name UC Regents
Program Name UC Citywide Focus

Appendix A- 1a
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Funding Source

forum to identify program functioning strengths and limitations. The Division provides ongoing documentation trainings to all staff.

C. Every year staff language and cultural skills are identified as part of our Cultural Competency program. As part of the hiring process specific language and cultural skills are identified in the Job Description. The Division fully complies with BHS Cultural Competency goals and standards.

D. All programs in the Division fully participate in the annual BHS Measurement of client satisfaction. Additionally, there is a weekly Community Meeting in which clients are encouraged to identify concerns or improvements needed.

E. As BHS is able to generate reports from AVATAR data, the Division reviews and integrates the data into operational reviews and/or opportunities for program enhancement.

8. Required Language:

Not Applicable

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

Not Applicable

Contractor Name UC Regents
Program Name UC Citywide Forensics FSP

Appendix A- 1b
FY Term: 22-23
Funding Source

1. Identifiers:

Program Name: UC Citywide Forensics FSP
 Program Address: 982 Mission Street, SF, CA 94103
 Telephone/FAX: 415-597-8084 and FAX for both: 415-597-8004
 Website Address: <https://psych.ucsf.edu/zsfg/citywide>
 Contractor Address, City, State, ZIP: N/A

Executive Director: Fumi Mitsuishi, MD, MS
 Telephone: 415-597-8084
 Email Address: fumi.mitsuishi@ucsf.edu
 Program Code(s): 89119

2. Nature of Document:

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

3. Goal Statement:

The UC Citywide SPR (Citywide Forensics) will reduce unnecessary institutional care (hospitals, IMD, MRF and/or jail) of high-risk individuals with serious mental illness who are transitional aged youth, adults, or older adults.

4. Priority Population:

UC Citywide Forensic proposes the continuation of a capitated full-service integrated outpatient behavioral health center treating 210 transitional age youth, adult, and/or older-adult clients identified by BHS. While UC Forensics welcomes and serves all ethnicities and populations, services are also designed to meet the cultural and linguistic needs of San Francisco adult residents with the highest mental health and social service needs. Over 60% are diagnosed with complicating substance abuse problems, over 65% have been homeless, and many also have criminal justice involvement. Approximately 64% are men, 36% women, 32% white, 35% African-American, 24% Asian, and 9% Latino. We treat consumers in every district of the city, but the largest numbers are in the Tenderloin, South of Market, Bayview and Inner-Mission and Chinatown areas. Many consumers live in SROs, but a significant number (especially Asian and Latino consumers) live with families of origin and others in Residential Care group homes.

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

Unit of Service (UOS) Description	UOS	NOC/UDC
Units of Service # Clients Enrolled (175 Max) x Months (6) =		175

Contractor Name UC Regents
Program Name UC Citywide Forensics FSP

Appendix A- 1b
FY Term: 22-23
Funding Source

Total UDC Served 175 Clients x .2 (turnover) = 35		210
--	--	-----

Capitation Rate: \$1,723.03 per client enrolled (575 max) per month
 (Formula: $\$5,944,469 \div 6 \div 575 = \$1,723.03$)

Methodology:

- Consumers are assertively engaged and followed throughout the system as they transition through hospitals, jail, IMDs, shelters, or residential facilities. High-risk consumers in are seen at their home regardless of the facility's location. Over 50% of services are delivered in the community. Medication services can be delivered in the community. Case managers accompany consumers on public transportation or use the Division van to access the community.
- The programs engage family and informal resources in the community to support consumers: for example, restaurant owners to provide prepaid meal plans, hotel owners to help monitor consumer functioning, store owners to support grocery budgeting, etc.
- Hands-on, case management activities to address both the immediate support system issue and the acquisition of problem-solving skills, building independence.
- Treatment team members are quick to intervene in the community when a consumer is headed toward a crisis. Daily medications, supportive counseling, and on-call phone support can help consumers avoid a hospitalization or arrest.

A. Outreach, recruitment, promotion, and advertisement

Referrals for the programs come from hospitals, CBHS outpatient mental health clinics, jails, and other CBHS providers.

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

Consumers are referred to a central intake staff by phone and fax that screens referrals to make sure they meet Target Population criteria (high user of mental health services and an additional criteria of criminal justice involvement for the Forensic program) and to obtain collateral information. Within 72 hours of assignment, a case manager conducts a face-to-face interview with the consumer (in the hospital, jail or community location) to enroll and begin a treatment alliance and to make sure the consumer's behavior will be safe for staff and consumers. The case manager accompanies the consumer on the day of discharge to his/her residence and first appointments. The program adheres to the guidelines, definitions and services as described in the intensive case management guidelines. The Program accepts consumers authorized by BHS.

C. Service delivery model

Citywide Forensic FSP treatment team provides comprehensive case management, crisis, family, individual and group therapy services. Medical staff work closely with case managers to provide psychotropic medications including drop-in, at consumer's home, or daily medications if needed. Treatment is provided continuously, wherever the consumer is located. Thus home or hotel visits, outreaches to community agencies and businesses, visits in custody or in the hospital, are all routine modes of delivery of services. The programs incorporate the principles of the "Wellness and Recovery" model of services. Consumers work with case managers to develop a Wellness and Recovery Action Plan, specifying goals for increased skills, increased functioning, increased

Contractor Name UC Regents
Program Name UC Citywide Forensics FSP

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Funding Source

personal resources and illness management. We maintain a special emphasis on helping consumers locate and maintain productive activity including education, prevocational training, volunteer work and paid employment. Involving consumers in group therapy, dual diagnosis groups, pre-vocational training and stipend jobs, as well as social activities is a central aspect of Division programs. Consumers are seen as often as is clinically indicated, which may be daily for consumers in crisis or bi-weekly for stable consumers transitioning to a lower level of care. Staff regularly provides “hotel rounds”, visiting consumers in the SROs where they reside, delivering medication and spending money for those that have difficulty self-presenting at the clinic. Program hours are 8:30 am to 5:00 pm, Monday through Friday and 10:00 am to 1:00 pm on Saturdays. After hours and weekends are covered by on-call staff who provide phone consultation and support to consumers, family members or other agencies.

D. Discharge Planning and exit criteria and process

Discharge Criteria: Citywide Focus will continue with comprehensive, wrap-around services as long as clinically needed. When the following criteria are met, a step-down transition will be initiated:

1. Treatment engagement sufficient to manage acute symptoms and sustained recovery coupled with decreased staff intervention levels.
2. No psychiatric inpatient stays or incarceration for 18 months
3. No more than one PES visit in the last year
4. Stable housing, entitlements, health care
5. No pending criminal justice charges, and consumer demonstrates 6 months of unassisted management of probation or BHC involvement
6. Some productive use of time activities; hobbies, clubs, work, school, etc.

Consumers will transition to primary care providers, neighborhood clinics, or private health care plans and providers as they engage with the larger community and increase their ability to manage usual health care providers.

E. Program staffing

See Appendix B

F. MENTAL HEALTH SERVICES ACT PROGRAMS – Additional Required Service Description:

Programs funded by MHSA need to demonstrate an active commitment to the vision of MHSA and systems transformation.

- 1) One of the primary MHSA tenets is consumer participation/engagement. Programs must identify how participants and/or their families are engaged in the development, implementation and/or evaluation of programs.

Citywide Forensics FSP is MHSA funded and provides services at 982 Mission in strong collaboration with Citywide Focus. The programs have developed an extensive peer component as an adjunct to clinical services. Four part-time peers are hired as staff to assist in the management of the client milieu area. They help run groups, develop activities for clients, organize celebrations/events, take clients in the community to explore resources and engage in activities. Peer staff work closely with clinical staff to offer extra support to clients and assist in accompanying clients to appointments. The peer staff is encouraged to suggest activities or programming that will be of interest to clients.

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Appendix A- 1b
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The peer staff run a community meeting weekly seeking input from clients on upcoming events and facilitating discussions of needs and suggestions.

Peer staff attend all staff meetings/retreats and are encouraged to participate in program development.

Citywide Forensics FSP participates in the bi-annual client satisfaction survey in the fall and spring by asking every client to complete a survey. Results are aggregated and reviewed with all staff in order to identify areas for improvement.

- 2) In addition to consumer engagement, MHSA-funded programs must articulate how they are promoting at least one additional component of the MHSA vision.
 - The concepts of recovery and resilience are widely understood and evident in programs and service delivery:

Wellness and Recovery-Oriented Services are developed and delivered in partnership with consumers. All staff have been trained in the Recovery model, empowering consumers to identify life goals, reorienting treatment from an illness model to a strength-based paradigm, and assuming recovery from mental illness and substance abuse is achievable. Treatment plans, developed with consumers are based on individual strengths, needs, hopes and desires. The plans are modified as needed through an ongoing assessment and goal setting process. Clinicians are pro-active with consumers, assisting them to participate in and continue treatment, live independently, and recover from disability. We work with consumers and their family members to become collaborative partners in the treatment process, with the goal of becoming less socially isolated and integrated into the community with supported employment, participation in community activities and membership in organizations of their choice.

6. Objectives and Measurements:

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

7. Continuous Quality Improvement:

A. Productivity is reviewed on a monthly basis. The Division Director and Program Director distribute data from AVATAR to all supervisors. Line-staff are expected to monitor their own productivity through AVATAR and it is reviewed at least monthly in their weekly individual supervision. Once BHS generates reports tracking Program Objectives they will be brought monthly to the Divisions' bi-weekly Leadership meeting for review as well as team meetings within each program.

B. The Division PURQ Committee meets weekly to review Treatment Authorization Requests, and client charts (Treatment Plan of Care, Assessment, ANSA, diagnosis, general documents, and progress notes). In addition, all supervisors audit one chart a month per supervisee, as part of ongoing quality control using our Internal Documentation Quality Assurance Form. Monthly Staff Meetings are a forum to identify program functioning strengths and limitations. The Division provides ongoing documentation trainings to all staff.

C. Every year staff language and cultural skills are identified as part of our Cultural Competency program. As part of the hiring process specific language and cultural skills are identified in the Job Description. The Division fully complies with BHS Cultural Competency goals and standards.

Contractor Name UC Regents

Program Name UC Citywide Forensics FSP

Appendix A- 1b

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D. All programs in the Division fully participate in the annual BHS Measurement of client satisfaction. Additionally, there is a weekly Community Meeting in which clients are encouraged to identify concerns or improvements needed.

E. As BHS is able to generate reports from AVATAR data, the Division reviews and integrates the data into operational reviews and/or opportunities for program enhancement.

8. Required Language:

Not Applicable

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

Not Applicable

Appendix B

Calculation of Charges

1. Method of Payment

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

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

CONTRACTOR shall submit monthly invoices in the format attached, Appendix F, and in a form acceptable to the Contract Administrator, by the fifteenth (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) For contracted services reimbursable by Cost Reimbursement (Monthly Reimbursement for Actual Expenditures within Budget):

CONTRACTOR shall submit monthly invoices in the format attached, Appendix F, and in a form acceptable to the Contract Administrator, by the fifteenth (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) For contracted services reimbursable by Fee for Service Reimbursement:

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

(2) For contracted services reimbursable by Cost Reimbursement:

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

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

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

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

2. Program Budgets and Final Invoice

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

Appendix B-1a Citywide Focus

Appendix B-1b Citywide Forensics

B. CONTRACTOR understands that, of this maximum dollar obligation listed in section 3.3.1 of this Agreement, \$8,507,519 is included as a contingency amount and is neither to be used in Program Budgets attached to this Appendix, or available to Contractor without a modification to this Agreement as specified in Section 3.7 Contract Amendments; Budgeting Revisions. Contractor further understands that no payment of any portion of this contingency amount will be made unless and until such modification or budget revision has been fully approved and executed in accordance with applicable City and Department of Public Health laws, regulations and policies/procedures and certification as to the availability of funds by Controller. Contractor agrees to fully comply with these laws, regulations, and policies/procedures.

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

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

CONTRACTOR understands that the CITY may need to adjust funding sources and funding allocations and agrees that these needed adjustments will be executed in accordance with Section 3.4 of this Agreement. In event that such funding source or funding allocation is terminated or reduced, this Agreement shall be terminated or proportionately reduced accordingly.

(1). Estimated Funding Allocations

Contract Term	Estimated Funding Allocation
<i>Original Agreement (\$9,616,518)</i>	
July 1, 2018 to June 30, 2019	\$9,616,508
<i>Amendment One (\$49,275,951)</i>	
July 1, 2019 to June 30, 2020	\$9,874,958
July 1, 2020 to June 30, 2021	\$9,874,958
FY20-21 CODB (Direct Voucher)	\$266,203
July 1, 2021 to June 30, 2022	\$11,444,597
June 1, 2022 to December 31, 2022	\$5,428,477
<i>Amendment Two (\$133,397,493)</i>	
January 1, 2023 to June 30, 2023	\$7,536,168
July 1, 2023 to June 30, 2024	\$13,353,584
July 1, 2024 to June 30, 2025	\$13,754,192
July 1, 2025 to June 30, 2026	\$14,166,818
July 1, 2026 to June 30, 2027	\$14,591,822
July 1, 2027 to June 30, 2028	\$15,029,577
Subtotal	\$124,937,862
<i>Less FY19-20 and FY21-22 Underspending</i>	(47,888)
Contingency @ 12%	\$8,507,519
Total Revised Not-to-Exceed Amount	\$133,397,493

3. Services of Attorneys

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

4. State or Federal Medi-Cal Revenues

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

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

5. Reports and Services

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

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

DHCS Legal Entity Number 00117				Appendix B, Page	
Legal Entity Name/Contractor Name (Regents of) UC San Francisco		Fiscal Year		2022-2023	
Contract ID Number 1000010331		Funding Notification Date		08/24/22	
Appendix Number Provider Number		B-1a	B-1b		
		8911	8911		
Program Name		Citywide Focus	Citywide Forensic		
Program Code		89113	89119		
Funding Term		07/01/22-12/31/22	07/01/22-12/31/22		
FUNDING USES		TOTAL			
Salaries		\$ 2,691,178	\$ 1,113,518	\$ 3,804,696	
Employee Benefits		\$ 1,011,333	\$ 409,729	\$ 1,421,062	
Subtotal Salaries & Employee Benefits		\$ 3,702,511	\$ 1,523,247	\$ 5,225,758	
Operating Expenses		\$ 601,980	\$ 116,731	\$ 718,711	
Capital Expenses				\$ -	
Subtotal Direct Expenses		\$ 4,304,491	\$ 1,639,978	\$ 5,944,469	
Indirect Expenses		\$ -	\$ -	\$ -	
Indirect %		0.0%	0.0%	0.0%	
TOTAL FUNDING USES		\$ 4,304,491	\$ 1,639,978	\$ 5,944,469	
		37.4%			
BHS MENTAL HEALTH FUNDING SOURCES					
MH Adult Fed SDMC FFP (50%)		\$ 1,625,444	\$ 601,316	\$ 2,226,760	
MH Adult State 1991 MH Realignment		\$ 1,037,782	\$ 100,558	\$ 1,138,340	
MH Adult County General Fund		\$ 1,641,265	\$ 245,777	\$ 1,887,042	
MHSA (Adult)			\$ 91,011	\$ 91,011	
MH MHSA (Adult) Match			\$ 601,316	\$ 601,316	
TOTAL BHS MENTAL HEALTH FUNDING SOURCES		\$ 4,304,491	\$ 1,639,978	\$ 5,944,469	
BHS SUD FUNDING SOURCES					
				\$ -	
				\$ -	
				\$ -	
				\$ -	
				\$ -	
				\$ -	
				\$ -	
TOTAL BHS SUD FUNDING SOURCES		\$ -	\$ -	\$ -	
OTHER DPH FUNDING SOURCES					
				\$ -	
				\$ -	
				\$ -	
				\$ -	
TOTAL OTHER DPH FUNDING SOURCES		\$ -	\$ -	\$ -	
TOTAL DPH FUNDING SOURCES		\$ 4,304,491	\$ 1,639,978	\$ 5,944,469	
NON-DPH FUNDING SOURCES					
				\$ -	
				\$ -	
				\$ -	
TOTAL NON-DPH FUNDING SOURCES		\$ -	\$ -	\$ -	
TOTAL FUNDING SOURCES (DPH AND NON-DPH)		\$ 4,304,491	\$ 1,639,978	\$ 5,944,469	
Prepared By Constance Revore		Phone Number		415-948-7384	

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

DHCS Legal Entity Number 00117				Appendix Number		B-1a
Provider Name Citywide Focus				Page Number		Page 1
Provider Number 89113				Fiscal Year		2022-2023
Contract ID Number 1000010331				Funding Notification Date		08/24/22
Program Name	Citywide Focus	Citywide Focus	Citywide Focus	Citywide Focus	Citywide Focus	
Program Code	89113	89113	89113	89113	89113	
Mode/SFC (MH) or Modality (SUD)	15/01-09	15/10-57, 59	15/60-69	15/70-79	15/70-79	
Service Description	OP-Case Mgt Brokerage	OP-MH Svcs	OP-Medication Support	OP-Crisis Intervention	OP-Crisis Intervention	
Funding Term (mm/dd/yy-nm/dd/yy)	07/01/22-12/31/22	07/01/22-12/31/22	07/01/22-12/31/22	07/01/22-12/31/22	07/01/22-12/31/22	
FUNDING USES						
Salaries & Employee Benefits	\$ 780,211	\$ 1,620,484	\$ 1,272,631	\$ 29,185	\$ 3,702,511	
Operating Expenses	\$ 126,852	\$ 263,470	\$ 206,913	\$ 4,745	\$ 601,980	
Capital Expenses						
Subtotal Direct Expenses	\$ 907,064	\$ 1,883,953	\$ 1,479,544	\$ 33,930	\$ 4,304,491	
Indirect Expenses						
Indirect %	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
TOTAL FUNDING USES	\$ 907,064	\$ 1,883,953	\$ 1,479,544	\$ 33,930	\$ 4,304,491	
BHS MENTAL HEALTH FUNDING SOURCES						
Dept-Auth-Proj-Activity						
MH Adult Fed SDMC FFP (50%)	\$ 342,522	\$ 711,411	\$ 558,699	\$ 12,813	\$ 1,625,444	
MH Adult State 1991 MH Realignment	\$ 218,687	\$ 454,208	\$ 356,707	\$ 8,180	\$ 1,037,782	
MH Adult County General Fund	\$ 345,855	\$ 718,335	\$ 564,137	\$ 12,937	\$ 1,641,265	
	\$ -	\$ -	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	\$ -	\$ -	
TOTAL BHS MENTAL HEALTH FUNDING SOURCES	\$ 907,064	\$ 1,883,953	\$ 1,479,544	\$ 33,930	\$ 4,304,491	
BHS SUD FUNDING SOURCES						
Dept-Auth-Proj-Activity						
					\$ -	
					\$ -	
					\$ -	
					\$ -	
					\$ -	
					\$ -	
This row left blank for funding sources not in drop-down list					\$ -	
TOTAL BHS SUD FUNDING SOURCES	\$ -	\$ -	\$ -	\$ -	\$ -	
OTHER DPH FUNDING SOURCES						
Dept-Auth-Proj-Activity						
					\$ -	
					\$ -	
This row left blank for funding sources not in drop-down list					\$ -	
TOTAL OTHER DPH FUNDING SOURCES	\$ -	\$ -	\$ -	\$ -	\$ -	
TOTAL DPH FUNDING SOURCES	\$ 907,064	\$ 1,883,953	\$ 1,479,544	\$ 33,930	\$ 4,304,491	
NON-DPH FUNDING SOURCES						
This row left blank for funding sources not in drop-down list						
TOTAL NON-DPH FUNDING SOURCES	\$ -	\$ -	\$ -	\$ -	\$ -	
TOTAL FUNDING SOURCES (DPH AND NON-DPH)	\$ 907,064	\$ 1,883,953	\$ 1,479,544	\$ 33,930	\$ 4,304,491	
BHS UNITS OF SERVICE AND UNIT COST						
Number of Beds Purchased						
SUD Only - Number of Outpatient Group Counseling Sessions						
SUD Only - Licensed Capacity for Narcotic Treatment Programs						
Payment Method						
DPH Units of Service	200,678	335,223	189,200	5,455		
Unit Type	Staff Minute	Staff Minute	Staff Minute	Staff Minute		
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only)	\$ 4.52	\$ 5.62	\$ 7.82	\$ 6.22		
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)	\$ 4.52	\$ 5.62	\$ 7.82	\$ 6.22		
Published Rate (Medi-Cal Providers Only)	\$ 4.70	\$ 5.80	\$ 8.00	\$ 6.40		
Unduplicated Clients (UDC)	480	480	360	144		

Appendix B - DPH 3: Salaries & Employee Benefits Detail

Contract ID Number 1000010331

Program Name Citywide Focus

Program Code 89113

Appendix Number B-1a

Page Number 2

Fiscal Year 2022-2023

Funding Notification Date 08/24/22

	TOTAL				MH Adult Fed SDMC FFP (50%) 251984-10000- 10001792-0001		MH Adult State 1991 MH Realignment 251984-10000- 10001792-0001		MH Adult County General Fund 251984-10000-10001792- 0001		Dept-Auth-Proj- Activity		Dept-Auth-Proj- Activity		Dept-Auth-Proj- Activity	
	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries
	07/01/22-12/31/22	07/01/22-12/31/22	07/01/22-12/31/22	07/01/22-12/31/22	07/01/22-12/31/22	07/01/22-12/31/22	07/01/22-12/31/22	07/01/22-12/31/22	07/01/22-12/31/22	07/01/22-12/31/22	(mm/dd/yy-mm/dd/yy)	(mm/dd/yy-mm/dd/yy)	(mm/dd/yy-mm/dd/yy)			
	4.00	\$ 383,049	1.51	\$ 144,645	0.96	\$ 92,350	1.53	\$ 146,053								
RESIDENTS/ASST./ASSOC./PROFESSOR	0.40	\$ 62,928	0.15	\$ 23,763	0.10	\$ 15,171	0.15	\$ 23,994								
ASSO PHYSICIAN DIPLOMATE	1.00	\$ 73,056	0.38	\$ 27,587	0.24	\$ 17,613	0.38	\$ 27,856								
BEH HEALTH PSYCHIATRIC MGR 1	4.00	\$ 236,108	1.51	\$ 89,158	0.96	\$ 56,924	1.53	\$ 90,026								
BEH HEALTH PSYCHIATRIC SUPV 2	20.00	\$ 875,441	7.55	\$ 330,580	4.82	\$ 211,063	7.63	\$ 333,798								
SOCIAL WORKER, CLINICAL I/II/III	3.15	\$ 113,747	1.19	\$ 42,953	0.76	\$ 27,424	1.20	\$ 43,371								
SOCIAL WORK ASSOCIATE																
NURSES (VOC/CLIN/NURSE																
SUPERVISOR/PRACTITIONER)	4.10	\$ 346,514	1.55	\$ 130,849	0.99	\$ 83,542	1.56	\$ 132,123								
VOC REHAB SUPV 1 & 2	1.00	\$ 47,952	0.38	\$ 18,107	0.24	\$ 11,561	0.38	\$ 18,284								
VOC REHAB SPEC 2	2.25	\$ 75,921	0.85	\$ 28,669	0.54	\$ 18,304	0.86	\$ 28,948								
HOSPITAL ASSISTANT 1	3.50	\$ 109,699	1.32	\$ 41,424	0.84	\$ 26,448	1.33	\$ 41,827								
PATIENT NAVIGATOR 2/3	3.50	\$ 94,321	1.32	\$ 35,617	0.84	\$ 22,740	1.33	\$ 35,964								
BLANK ASSISTANT II/III	2.75	\$ 100,497	1.04	\$ 37,949	0.66	\$ 24,229	1.05	\$ 38,319								
ADMIN MGR 1	1.00	\$ 89,113	0.38	\$ 33,650	0.24	\$ 21,485	0.38	\$ 33,978								
ADMIN MGR 2	0.15	\$ 16,130	0.06	\$ 6,091	0.04	\$ 3,889	0.06	\$ 6,150								
FIN ANL MGR 1	0.17	\$ 16,026	0.06	\$ 6,052	0.04	\$ 3,864	0.06	\$ 6,111								
RSCH ADM 3	1.25	\$ 50,676	0.47	\$ 19,136	0.30	\$ 12,218	0.48	\$ 19,322								
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Contract ID Number: 10000-10331
Program Name Citywide Focus
Program Code 89113

Appendix Number B-1a
Page Number 3
Fiscal Year 2022-2023
Funding Notification Date 08/24/22

Appendix B - DPH 4: Operating Expenses Detail

Expense Categories & Line Items	TOTAL	MH Adult Fed SDMC FFP (50%) 251984-10000- 10001792-0001	MH Adult State Realignment 251984-10000- 10001792-0001	MH Adult County General Fund 251984-10000- 10001792-0001	Dept-Auth-Proj- Activity	Dept-Auth-Proj- Activity	Dept-Auth-Proj- Activity
Funding Term	07/01/22-12/31/22	07/01/22-12/31/22	07/01/22-12/31/22	07/01/22-12/31/22	(mm/dd/yy-mm/dd/yy)	(mm/dd/yy-mm/dd/yy)	(mm/dd/yy-mm/dd/yy)
Rent	\$ 279,411 \$	\$ 105,510 \$	\$ 67,364 \$	\$ 106,537 \$			
Utilities (telephone, electricity, water, gas)	\$ 55,000 \$	\$ 20,769 \$	\$ 13,260 \$	\$ 20,971 \$			
Building Repair/Maintenance	\$ 12,500 \$	\$ 4,720 \$	\$ 3,014 \$	\$ 4,766 \$			
Occupancy Total:	\$ 346,911 \$	\$ 130,999 \$	\$ 83,638 \$	\$ 132,274 \$	\$ - \$	\$ - \$	\$ - \$
Office Supplies	\$ 62,500 \$	\$ 23,601 \$	\$ 15,068 \$	\$ 23,831 \$			
Medical Supplies - gloves, suture kit, gauze, pregnancy test, tox screen, band-aids, alcohol pads, glucometer, gluco-strips etc.	\$ 3,000 \$	\$ 1,133 \$	\$ 723 \$	\$ 1,144 \$			
Photocopying	\$ 4,000 \$	\$ 1,510 \$	\$ 964 \$	\$ 1,525 \$			
Program Supplies							
Computer Hardware/Software	\$ 35,000 \$	\$ 13,217 \$	\$ 8,438 \$	\$ 13,345 \$			
Materials & Supplies Total:	\$ 104,500 \$	\$ 39,461 \$	\$ 25,194 \$	\$ 39,848 \$	\$ - \$	\$ - \$	\$ - \$
Training/Staff Development	\$ 2,500 \$	\$ 944 \$	\$ 603 \$	\$ 953 \$			
Clinic van costs: repairs, parking etc.	\$ 2,500 \$	\$ 944 \$	\$ 603 \$	\$ 953 \$			
Car Insurance	\$ 5,000 \$	\$ 1,888 \$	\$ 1,205 \$	\$ 1,906 \$			
Professional License		\$ - \$	\$ - \$	\$ - \$			
Equipment Lease & Maintenance	\$ 2,500 \$	\$ 944 \$	\$ 603 \$	\$ 953 \$			
General Operating Total:	\$ 12,500 \$	\$ 4,720 \$	\$ 3,014 \$	\$ 4,766 \$	\$ - \$	\$ - \$	\$ - \$
Local Travel (Clipper Cards, mileage etc.)	\$ 2,500 \$	\$ 944 \$	\$ 603 \$	\$ 953 \$			
Out-of-Town Travel	\$ - \$						
Field Expenses	\$ - \$						
Staff Travel Total:	\$ 2,500 \$	\$ 944 \$	\$ 603 \$	\$ 953 \$	\$ - \$	\$ - \$	\$ - \$
Consultant/Subcontractor (Provide Consultant/Subcontracting Agency Name, Service Detail w/Dates, Hourly Rate and Amounts)							
Consultant/Subcontractor Total:	\$ - \$	\$ - \$	\$ - \$	\$ - \$	\$ - \$	\$ - \$	\$ - \$
Resident Health Insurance - separate from salary	\$ 2,500 \$	\$ 944 \$	\$ 603 \$	\$ 953 \$			
Temp Agency - Supplemental nursing services	\$ 5,000 \$	\$ 1,888 \$	\$ 1,205 \$	\$ 1,906 \$			
Data Network Services	\$ 15,039 \$	\$ 5,679 \$	\$ 3,626 \$	\$ 5,734 \$			
CCDSS - Computing and Communication							
Device Support Services	\$ 18,486 \$	\$ 6,981 \$	\$ 4,457 \$	\$ 7,049 \$			
Gael - General Automobile and Employee Liability charges	\$ 23,951 \$	\$ 9,044 \$	\$ 5,775 \$	\$ 9,132 \$			
UCSF Faculty and Staff HR Recharge	\$ 10,592 \$	\$ 4,000 \$	\$ 2,554 \$	\$ 4,039 \$			
Vocational Services: small denomination gift cards are used as incentives for clients who have challenges engaging with clinicians and treatment plan compliance. Different clients use incentives differently; gift cards has been effective getting clients to take medication and go to appointments. Usually gift cards are for Burger King, Carl's Jr, Target etc. Never for cash.	\$ 10,000 \$	\$ 3,776 \$	\$ 2,411 \$	\$ 3,813 \$			
Client food and miscellaneous expenses: Client miscellaneous expenses include coffee, lunches, hygiene products, clothing, taxi vouchers/bus tokens etc. (incentives)							
Other Total:	\$ 50,000 \$	\$ 18,881 \$	\$ 12,055 \$	\$ 19,065 \$	\$ - \$	\$ - \$	\$ - \$
	\$ 135,569 \$	\$ 51,193 \$	\$ 32,665 \$	\$ 51,691 \$	\$ - \$	\$ - \$	\$ - \$
TOTAL OPERATING EXPENSE	\$ 601,980 \$	\$ 227,317 \$	\$ 145,134 \$	\$ 229,529 \$	\$ - \$	\$ - \$	\$ - \$

Form Revised 5/31/2019

Appendix B - DPH 3: Salaries & Employee Benefits Detail

Contract ID Number 1000010331

Program Name Citywide Forensic

Program Code 89119

Appendix Number B-1b

Page Number 2

Fiscal Year	2022-2023
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Funding Notification Date	08/24/22
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Appendix B - DPH 4: Operating Expenses Detail

Contract ID Number 1000010331		Appendix Number B-1b					
Program Name Citywide Forensic		Page Number 3					
Program Code 89119		Fiscal Year 2022-2023					
		Funding Notification Date 08/24/22					
Expense Categories & Line Items	TOTAL	MH Adult Fed SDMC FFP (60%) 251984-10000- 10001792-0001	MH Adult State 1991 MH Realignment 251984-10000- 10001792-0001	MH Adult County General Fund 251984-10000- 10001792-0001	MH MSHA (Adult) Match 251984-17156- 10031199-0071	MH MSHA (Adult) 251984-17156- 10031199-0071	Dept-Auth-Proj- Activity
Funding Term	07/01/22-12/31/22	07/01/22-12/31/22	07/01/22-12/31/22	07/01/22-12/31/22	07/01/22-12/31/22	07/01/22-12/31/22	(mm/dd/yy-mm/dd/yy)
Rent	\$ 82,036	\$ 30,079	\$ 5,030	\$ 12,294	\$ 30,079	\$ 4,552.61	
Utilities (telephone, electricity, water, gas)							
Building Repair/Maintenance							
Occupancy Total:	\$ 82,036	\$ 30,079	\$ 5,030	\$ 12,294	\$ 30,079	\$ 4,553.00	-
Office Supplies							
Photocopying							
Program Supplies							
Computer Hardware/Software							
Materials & Supplies Total:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Training/Staff Development							
Insurance							
Professional License							
Permits							
Equipment Lease & Maintenance							
General Operating Total:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Local Travel (Clipper Cards, mileage etc.)							
Out-of-Town Travel							
Field Expenses							
Staff Travel Total:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Consultant/Subcontractor (Provide Consultant/Subcontracting Agency Name, Service Detail w/Dates, Hourly Rate and Amounts)							
Temp Agency - Supplemental nursing services							
Consultant/Subcontractor Total:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Data Network Services	\$ 5,708	\$ 2,093	\$ 350	\$ 855	\$ 2,093	\$ 317	
CODSS - Computing and Communication Device Support Services	\$ 7,016	\$ 2,573	\$ 430	\$ 1,052	\$ 2,573	\$ 389	
GAEL - General Automobile and Employee Liability charges	\$ 9,910	\$ 3,634	\$ 608	\$ 1,485	\$ 3,634	\$ 550	
UCSF Faculty and Staff HR Recharge	\$ 12,060	\$ 4,422	\$ 740	\$ 1,807	\$ 4,422.10	\$ 669	
Client food and miscellaneous expenses: Client miscellaneous expenses include coffee, lunches, hygiene products, clothing, taxi vouchers/bus tokens etc. (incentives)							
Other Total:	\$ 34,695	\$ 12,722	\$ 2,128	\$ 5,200	\$ 12,721	\$ 1,925	\$ -
TOTAL OPERATING EXPENSE	\$ 116,731	\$ 42,801	\$ 7,168	\$ 17,494	\$ 42,800	\$ 6,478	\$ -

APPENDIX D

**SAN FRANCISCO DEPARTMENT OF PUBLIC HEALTH
THIRD PARTY COMPUTER SYSTEM ACCESS AGREEMENT
(SAA)**

**Between the City and County of San Francisco and
The Regents of the University of California, a Constitutional Corporation
on behalf of its San Francisco Campus**

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TERMS AND CONDITIONS

The following terms and conditions govern Third Party access to San Francisco Department of Public Health (“Department”) Computer Systems. Third Party access to Department Computer Systems and Department Confidential Information is predicated on compliance with the terms and conditions set forth herein.

SECTION 1 - “THIRD PARTY” CATEGORIES

1. **Third Party In General:** means an entity seeking to access a Department Computer System. Third Party includes, but is not limited to, Contractors (including but not limited to Contractor’s employees, agents, subcontractors), and Grantees, as further defined below. Category-specific terms for Treatment Providers and Education Institutions are set forth Sections 4 and 5, herein.
2. **Treatment Provider:** means an entity seeking access to Department Computer Systems in order to obtain patient information necessary to provide patient treatment, billing, and healthcare operations, including access for Physician Practices, Hospitals, Long Term Care Facilities, and Nursing Homes.
3. **Education Institution:** means an entity seeking access to Department Computer Systems to support the training of its students while performing education activities at Department facilities.

SECTION 2 - DEFINITIONS

1. **“Agreement”** means an Agreement between the Third Party and Department that necessitates Third Party’s access to Department Computer System. Agreement includes, but is not limited to, professional services agreements, accreditation agreements, affiliation agreements, services agreements, no-cost memoranda of understanding, and insurance network agreements.
2. **“Department Computer System”** means an information technology system used to gather and store information, including Department Confidential Information, for the delivery of services to the Department.
3. **“Department Confidential Information”** means information contained in a Department Computer System, as further outlined herein, including identifiable protected health information (“PHI”) or personally identifiable information (“PII”) of Department patients.
4. **“Third Party”** means a Third Party Treatment Provider, Education Institution, and/or Health Insurer.
5. **“User”** means an individual who is being provided access to a Department Computer Systems on behalf of Third Party. Third Party Users include, but are not limited to, Third Party’s employees, students/trainees, agents, and subcontractors.

SECTION 3 – GENERAL REQUIREMENTS

1. **Third Party Staff Responsibility.** Third Party is responsible for its work force and each Third Party User’s compliance with these Third Party System Access Terms and Conditions.
2. **Limitations on Access.** User’s access shall be based on the specific roles assigned by Department to ensure that access to Department Computer Systems and Department Confidential Information is limited to the minimum necessary to perform under the Agreement.
3. **Qualified Personnel.** Third Party and Department (i.e., training and onboarding) shall ensure that Third Party Users are qualified to access a Department Computer System.
4. **Remote Access/Multifactor Authentication.** Department shall permit Third Party Users to access a Department Computer System remotely. Third Party User shall use Department’s multifactor authentication solution when accessing Department systems remotely or whenever prompted.

5. **Issuance of Unique Accounts.** Department will issue a unique user account for each User of a Department Computer System. Third Party User is permitted neither to share such credentials nor use another user's account.

6. **Password Policy.** Third Party must maintain a password policy based on information security best practices for password length, complexity, and reuse. Third Party credentials used to access Department networks and systems must be configured for a password change no greater than every twelve (12) months.

7. **Appropriate Use.** Third Party is responsible for the appropriate use and safeguarding of credentials for Department Computer System access issued to Third Party Users. Third Party shall take the appropriate steps to ensure that their employees, agents, and subcontractors will not intentionally seek out, download, transfer, read, use, or disclose Department Confidential Information other than for the use category described in Section 1 – “Third Party” Categories.

8. **Notification of Change in Account Requirements.** Third Party shall promptly notify Department via Third Party's Report for DPH Service Desk (dph.helpdesk@sfdph.org) in the event that Third Party or a Third Party User no longer has a need to use Department Computer Systems(s), or if the Third Party User access requirements change; provided, however, that the foregoing shall only apply for Third Party Users that have been onboarded directly on Third Party's onboarding system. UC shall make best efforts to provide such notification no later than one (1) business day after determination that use is no longer needed or that access requirements have changed.

9. **Assistance to Administer Accounts.** The Parties shall provide all reasonable assistance and information necessary for the other Party to administer the Third Party User accounts.

10. **Security Controls.** Third Party shall appropriately secure Third Party's computing infrastructure, including but not limited to computer equipment, mobile devices, software applications, and networks, using industry standard tools to reduce the threat that an unauthorized individual could use Third Party's computing infrastructure to gain unauthorized access to a Department Computer System. Third Party shall also take commercially reasonable measures to protect its computing infrastructure against intrusions, viruses, worms, ransomware, or other disabling codes. General security controls include, but are not limited to:

a **Workstation/Laptop Encryption.** All Third Party-owned or managed workstations, laptops, tablets, smart phones, and similar devices that access a Department Computer System must be configured with full disk encryption using a FIPS 140-2 certified algorithm.

b **Endpoint Protection Tools.** All Third Party-owned or managed workstations, laptops, tablets, smart phones, and similar devices that access a Department Computer System must maintain a current installation of comprehensive anti-virus, anti-malware, anti-ransomware, desktop firewall, and intrusion prevention software with automatic updates scheduled at least daily.

c **Patch Management.** To correct known security vulnerabilities, Third Party shall install security patches and updates in a timely manner on all Third Party-owned workstations, laptops, tablets, smart phones, and similar devices that access Department Computer Systems based on Third Party's risk assessment of such patches and updates, the technical requirements of Third Party's computer systems, and the vendor's written recommendations. If patches and updates cannot be applied in a timely manner due to hardware or software constraints, mitigating controls must be implemented based upon the results of a risk assessment.

d **Mobile Device Management.** Third Party shall ensure corporate-owned mobile devices have Mobile Device Management (MDM) installed. Given the prevalence of restricted data in

Third Party's environment, all mobile devices used for Third Party's business must be encrypted. This applies to both corporate-owned and privately-owned endpoints. At a minimum, the MDM should: Enforce an entity's security policies and perform real-time compliance checking and reporting; Enforce strong passwords/passcodes for access to mobile devices; Perform on-demand remote wipe if a mobile device is lost or stolen; Mandate device encryption.

11. **Auditing Accounts Issued.** Department reserves the right to audit the issuance and use of Third Party User accounts. To the extent that Department provides Third Party with access to tools or reports to audit what Department Confidential Information a Third Party User has accessed on a Department Computer System, Third Party must perform audits on a regular basis to determine if a Third Party User has inappropriately accessed Department Confidential Information.

12. **Assistance with Investigations.** Third Party must provide all assistance and information reasonably necessary for Department to investigate any suspected inappropriate use of a Department Computer Systems or access to Department Confidential Information. The Department may terminate a Third Party' User's access to a Department Computer System following a determination of inappropriate use of a Department Computer System.

13. **Inappropriate Access, Failure to Comply.** If Third Party or Department suspects that a Third Party User has inappropriately accessed a Department Computer System or Department Confidential Information, Third Party or Department must immediately, and within no more than one (1) business day, notify the other Party.

14. **Policies and Training.** Third Party must develop and implement appropriate policies and procedures to comply with applicable privacy, security and compliance rules and regulations. Third Party shall provide appropriate training to Third Party Users on such policies. Access will only be provided to Third Party Users once all required training is completed.

15. **Third Party Data User Confidentiality Agreement.** Before Department Computer System access is granted, as part of Department's compliance, privacy, and security training, Department shall be exclusively responsible for ensuring that each Third Party User completes Department's individual user confidentiality, data security and electronic signature agreement form. The agreement must be renewed annually.

16. **Corrective Action.** Third Party shall take corrective action upon determining that a Third Party User may have violated these Third Party System Access Terms and Conditions.

17. **No Technical or Administrative Support.** Except as provided herein or otherwise agreed, the Department will provide no technical or administrative support to Third Party or Third Party User(s) for Department Computer System access; provided, however, that the foregoing does not apply to technical or administrative support necessary to fulfill Third Party's contractual and/or legal obligations, or as required to comply with the terms of this Agreement.

SECTION 4 – ADDITIONAL REQUIREMENTS FOR TREATMENT PROVIDERS

1. **Permitted Access, Use and Disclosure.** Treatment Providers and Treatment Provider Users shall access Department Confidential Information of a patient/client in accordance with applicable privacy rules and data protection laws. Requests to obtain data for research purposes require approval from an Institutional Review Board (IRB).

2. **Redisclosure Prohibition.** Treatment Providers may not redisclose Department Confidential Information, except as otherwise permitted by law.

3. **HIPAA Security Rule.** Under the HIPAA Security Rule, Treatment Providers must implement safeguards to ensure appropriate protection of protected/electronic health information (PHI/EHI), including but not limited to the following:

- a) Ensure the confidentiality, and integrity of all PHI/EHI they create, receive, maintain or transmit when using Department Computer Systems;
- b) Identify and protect against reasonably anticipated threats to the security or integrity of the information;
- c) Protect against reasonably anticipated, impermissible uses or disclosures; and
- d) Ensure compliance by their workforce.

SECTION 5 – ADDITIONAL REQUIREMENTS FOR EDUCATION/TEACHING INSTITUTIONS

1. **Education Institution is Responsible for its Users.** Education Institutions shall inform Education Institution Users (including students, staff, and faculty) of their duty to comply with the terms and conditions herein. Department shall ensure that all Education Institution Users granted access to a Department Computer System shall first successfully complete Department's standard staff training for privacy and compliance, information security and awareness, and software-application specific training before being provided User accounts and access to Department Computer Systems.

2. **Tracking of Training and Agreements.** Department shall maintain evidence of all Education Institution Users (including students, staff, and faculty) having successfully completed Department's standard staff training for privacy and compliance and information security and awareness. Such evidence shall be maintained for a period of five (5) years from the date of graduation or termination of the Third Party User's access.

SECTION 6 - DEPARTMENT'S RIGHTS

1. **Periodic Reviews.** Department reserves the right to perform regular audits to determine if a Third Party's access to Department Computer Systems complies with these terms and conditions.

2. **Revocation of Accounts for Lack of Use.** Department may revoke any account if it is not used for a period of ninety (90) days. Department will provide a one hundred eighty (180) day non-use exception for trainees.

3. **Revocation of Access for Cause.** Department and Third Party reserves the right to suspend or terminate a Third Party User's access to Department Computer Systems at any time for cause, i.e., the Parties determined that a Third-Party User has violated the terms of this Agreement and/or Applicable law.

4. **Third Party Responsibility for Cost.** Each Third Party is responsible for its own costs incurred in connection with this Agreement or accessing Department Computer Systems.

SECTION 7 - DATA BREACH; LOSS OF CITY DATA.

1. **Data Breach Discovery.** Following Third Party's discovery of a breach of City Data disclosed to Third Party pursuant to this Agreement, Third Party shall notify City in accordance with applicable laws. Third Party shall:

- i. mitigate, to the extent practicable, any risks or damages involved with the breach or security incident and to protect the operating environment; and
- ii. comply with any requirements of federal and state laws as applicable to Third Party pertaining to the breach of City Data.

2. **Investigation of Breach and Security Incidents.** To the extent a breach or security system is identified within Third Party's System that involves City Data provided under this Agreement,

Third Party shall investigate such breach or security incident. For the avoidance of doubt, City shall investigate any breach or security incident identified within the City's Data System. To the extent of Third Party discovery of information that relates to the breach or security incident of City Data, Third Party User shall inform the City of:

- i. the City Data believed to have been the subject of breach;
- ii. a description of the unauthorized persons known or reasonably believed to have improperly used, accessed or acquired the City Data;
- iii. to the extent known, a description of where the City Data is believed to have been improperly used or disclosed; and
- iv. to the extent known, a description of the probable and proximate causes of the breach or security incident;

3. **Written Report.** To the extent a breach is identified within Third Party's System, Third Party shall provide a written report of the investigation to the City as soon as practicable; provided, however, that the report shall not include any information protected under the attorney-client privileged, attorney-work product, peer review laws, and/or other applicable privileges. The report shall include, but not be limited to, the information specified above, as well as information on measures to mitigate the breach or security incident.

4. **Notification to Individuals.** If notification to individuals whose information was breached is required under state or federal law, Third Party shall cooperate with and assist City in its notification (including substitute notification) to the individuals affected by the breach

5. **Sample Notification to Individuals.** If notification to individuals is required, Third Party shall cooperate with and assist City in its submission of a sample copy of the notification to the Attorney General.

6. **Media Communications.** The Parties shall together determine any communications related to a Data Breach.

7. **Protected Health Information.** Third Party and its subcontractors, agents, and employees shall comply with all federal and state laws regarding the transmission, storage and protection of all PHI disclosed to Third Party by City. 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 PHI given to Third Party by City, Third Party shall indemnify City for the amount of such fine or penalties or damages, including costs of notification, but only in proportion to and to the extent that such fine, penalty or damages are caused by or result from the impermissible acts or omissions of Third Party. This section does not apply to the extent fines or penalties or damages were caused by the City or its officers, agents, subcontractors or employees.

**A. Attachment 1 to SAA
System Specific Requirements**

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

A. Department Care Link Requirements:

1. Connectivity.
 - a) Third Party must obtain and maintain an Internet connection and equipment in accordance with specifications provided by Epic and/or Department. Technical equipment and software specifications for accessing Department Care Link may change over time. Third Party is responsible for all associated costs. Third Party shall ensure that Third Party Data Users access the System only through equipment owned or leased and maintained by Third Party.
2. Compliance with Epic Terms and Conditions.
 - a) Third Party will at all times access and use the System strictly in accordance with the Epic Terms and Conditions. The following Epic Care Link Terms and Conditions are embedded within the Department Care Link application, and each Data User will need to agree to them electronically upon first sign-in before accessing Department Care Link:
3. Epic-Provided Terms and Conditions
 - a) Some short, basic rules apply to you when you use your EpicCare Link account. Please read them carefully. The Epic customer providing you access to EpicCare Link may require you to accept additional terms, but these are the rules that apply between you and Epic.
 - b) Epic is providing you access to EpicCare Link, so that you can do useful things with data from an Epic customer's system. This includes using the information accessed through your account to help facilitate care to patients shared with an Epic customer, tracking your referral data, or otherwise using your account to further your business interests in connection with data from an Epic customer's system. However, you are not permitted to use your access to EpicCare Link to help you or another organization develop software that is similar to EpicCare Link. Additionally, you agree not to share your account information with anyone outside of your organization.

II. For Access to Department Epic through Epic Hyperspace the following terms shall apply:

B. Department Epic Hyperspace:

1. Connectivity.
 - a) Third Party must obtain and maintain an Internet connection and required equipment in accordance with specifications provided by Epic and Department. Technical equipment and software specifications for accessing Department Epic Hyperspace will change over time. You may request a copy of required browser, system, and connection requirements from the Department IT division. Third Party is responsible for all associated costs. Third Party shall ensure that Third Party Data Users access the System in accordance with the terms of this agreement.
2. Application For Access and Compliance with Epic Terms and Conditions.
 - a) Prior to entering into agreement with Department to access Department Epic Hyperspace, Third Party must first complete an Application For Access with Epic Systems Corporation of Verona, WI. The Application For Access is found at:
<https://userweb.epic.com/Forms/AccessApplication>. Epic Systems Corporation notifies Department, in writing, of Third Party's permissions to access Department Epic Hyperspace

prior to completing this agreement. Third Party will at all times access and use the system strictly in accordance with the Epic Terms and Conditions.

III. For Access to Department myAvatar the following terms shall apply:

A. Department myAvatar

1. Connectivity.

- a. Third Party must obtain an Internet connection and required equipment in accordance with specifications provided by Department. Technical equipment and software specifications for accessing Department myAvatar will change over time. You may request a copy of required browser, system, and connection requirements from the Department IT division. Third Party is responsible for all associated costs. Third Party shall ensure that Third Party Data Users access the System only through equipment owned or leased and maintained by Third Party.

2. Information Technology (IT) Support.

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

3. Access Control.

- a. Access to the BHS Electronic Health Record is granted based on clinical and business requirements in accordance with the Behavioral Health Services EHR Access Control Policy (6.00-06). The Access Control Policy is found at:
<https://www.sfdph.org/dph/files/CBHSPolProcMnl/6.00-06.pdf>
- b. Applicants must complete the myAvatar Account Request Form found at
https://www.sfdph.org/dph/files/CBHSDocs/BHISdocs/UserDoc/Avatar_Account_Request_Form.pdf
- c. All licensed, waived, registered and/or certified providers must complete the Department credentialing process in accordance with the DHCS MHSUDS Information Notice #18-019.