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

First Amendment

THIS AMENDMENT (this "Amendment") is made as of July 1, 2015 in San Francisco, California, by and between **Alternative Family Services**, **Inc.** ("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 amend the Agreement on the terms and conditions set forth herein to extend the performance period, increase the contract amount, and update standard contractual clauses;

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

1. **Definitions.** The following definitions shall apply to this Amendment:

1a. Agreement. The term "Agreement" shall mean the Agreement dated July 1, 2010 from RFP 23-2009, dated July 31, 2009, Contract Numbers BPHM11000030, between Contractor and City, as amended to a Sole Source by this First amendment.

1b. Contract Monitoring Division. Effective July 28, 2012, with the exception of Sections 14B.9(D) and 14B.17(F), all of the duties and functions of the Human Rights Commission under Chapter 14B of the Administrative Code (LBE Ordinance) were transferred to the City Administrator, Contract Monitoring Division ("CMD"). Wherever "Human Rights Commission" or "HRC" appears in the Agreement in reference to Chapter 14B of the Administrative Code or its implementing Rules and Regulations, it shall be construed to mean "Contract Monitoring Division" or "CMD" respectively.

1c. Other Terms. Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Agreement.

2. Modifications to the Agreement. The Agreement is hereby amend as follows:

2a. Section 2 of the Agreement currently reads as follows:

1

2. Term of the Agreement

Subject to Section 2, the term of this Agreement shall be from July 1, 2010 through December 31, 2015.

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

2. Term of the Agreement

Subject to Section 2, the term of this Agreement shall be from July 1, 2010 through December 31, 2017.

2b. Section 5 of the Agreement currently reads as follows:

5. Compensation

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 the Public Health Department, in his or her sole discretion, concludes has been performed as of the 30th day of the immediately preceding month. In no event shall the amount of this Agreement exceed Eleven Million Fifty Seven Thousand Two Hundred Dollars (\$11,057,200). 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.

No 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 Department of Public Health 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.

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:

5. Compensation

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 the Public Health Department, in his or her sole discretion, concludes has been performed as of the 30th day of the immediately preceding month. In no event shall the amount of this Agreement exceed **Eighteen Million Seven Hundred Thirty-Two Thousand One Hundred Thirty-Nine Dollars** (\$18,732,139). 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.

No 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 Department of Public Health 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.

2

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.

In no event shall City be liable for interest or late charges for any late payments.

2c. Insurance. Section 15 is hereby replaced in its entirety to read as follows:

15. Insurance

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

1) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than \$1,000,000 each accident, injury, or illness; and

2) Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence and \$2,000,000 general aggregate for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; and

3) 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.

4) Professional liability insurance, applicable to Contractor's profession, with limits not less than \$1,000,000 each claim with respect to negligent acts, errors or omissions in connection with the Services.

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

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

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

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

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

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

f. Before commencing any Services, Contractor shall furnish to City certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to

CMS #6973 P-550 (9-14; DPH 5-15) Alternative Family Services, Inc. 5/10/15

A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverages set forth above. Approval of the insurance by City shall not relieve or decrease Contractor's liability hereunder.

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

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

Notwithstanding the foregoing, the following insurance requirements are waived or modified in accordance with the terms and conditions stated in Appendix C Insurance.

2d. Replacing "Earned Income Credit (EIC) Forms" Section with "Consideration of Criminal History in Hiring and Employment Decisions" Section. Section 32 "Earned Income Credit (EIC) Forms" is hereby replaced in its entirety to read as follows:

32. Consideration of Criminal History in Hiring and Employment Decisions.

a. Contractor agrees to comply fully with and be bound by all of the provisions of Chapter 12T "City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions," of the San Francisco Administrative Code (Chapter 12T), including the remedies provided, and implementing regulations, as may be amended from time to time. The provisions of Chapter 12T are incorporated by reference and made a part of this Agreement as though fully set forth herein. The text of the Chapter 12T is available on the web at www.sfgov.org/olse/fco. A partial listing of some of Contractor's obligations under Chapter 12T is set forth in this Section. Contractor is required to comply with all of the applicable provisions of 12T, irrespective of the listing of obligations in this Section. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 12T.

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

c. Contractor shall incorporate by reference in all subcontracts the provisions of Chapter 12T, and shall require all subcontractors to comply with such provisions. Contractor's failure to comply with the obligations in this subsection shall constitute a material breach of this Agreement.

d. Contractor or Subcontractor shall not inquire about, require disclosure of, or if such information is received, base an Adverse Action on an applicant's or potential applicant for employment's, or employee's: (1) Arrest not leading to a Conviction, unless the Arrest is undergoing an active pending criminal investigation or trial that has not yet been resolved; (2) participation in or completion of a diversion or a deferral of judgment program; (3) a Conviction that has been judicially dismissed, expunged, voided, invalidated, or otherwise rendered inoperative; (4) a Conviction or any other adjudication in the juvenile justice system; (5) a Conviction that is more than seven years old, from the date of sentencing; or (6) information pertaining to an offense other than a felony or misdemeanor, such as an infraction.

e. Contractor or Subcontractor shall not inquire about or require applicants, potential applicants for employment, or employees to disclose on any employment application the facts or details of any conviction history, unresolved arrest, or any matter identified in subsection 32 above. Contractor or Subcontractor shall not require such disclosure or make such inquiry until either after the first live interview with the person, or after a conditional offer of employment.

f. Contractor or Subcontractor shall state in all solicitations or advertisements for employees that are reasonably likely to reach persons who are reasonably likely to seek employment to be performed under this Agreement, that the Contractor or Subcontractor will consider for employment qualified applicants with criminal histories in a manner consistent with the requirements of Chapter 12T.

g. Contractor and Subcontractors shall post the notice prepared by the Office of Labor Standards Enforcement (OLSE), available on OLSE's website, in a conspicuous place at every workplace, job site, or other location under the Contractor or Subcontractor's control at which work is being done or will be done in furtherance of the performance of this Agreement. The notice shall be posted in English, Spanish, Chinese, and any language spoken by at least 5% of the employees at the workplace, job site, or other location at which it is posted.

h. Contractor understands and agrees that if it fails to comply with the requirements of Chapter 12T, the City shall have the right to pursue any rights or remedies available under Chapter 12T, including but not limited to, a penalty of \$50 for a second violation and \$100 for a subsequent violation for each employee, applicant or other person as to whom a violation occurred or continued, termination or suspension in whole or in part of this Agreement.

2e. Protection of Private Information. Section 64 is hereby added to the Agreement, as follows:

64. Protection of Private Information. Contractor has read and agrees to the terms set forth in San Francisco Administrative Code Sections 12M.2, "Nondisclosure of Private Information," and 12M.3, "Enforcement" of Administrative Code Chapter 12M, "Protection of Private Information," which are incorporated herein as if fully set forth. Contractor agrees that any failure of Contactor to comply with the requirements of Section 12M.2 of this Chapter shall be a material breach of the Contract. In such an event, in addition to any other remedies

Alternative Family Services, Inc. 5/10/15

available to it under equity or law, the City may terminate the Contract, bring a false claim action against the Contractor pursuant to Chapter 6 or Chapter 21 of the Administrative Code, or debar the Contractor.

2f. Health Care Accountability Ordinance. Section 44 is hereby replaced in its entirety to read as follows:

44. Health Care Accountability Ordinance.

Contractor agrees to comply fully with and be bound by all of the provisions of the Health Care Accountability Ordinance (HCAO), as set forth in San Francisco Administrative Code Chapter 12Q, including the remedies provided, and implementing regulations, as the same may be amended from time to time. The provisions of section 12Q.5.1 of Chapter 12Q are incorporated by reference and made a part of this Agreement as though fully set forth herein. The text of the HCAO is available on the web at www.sfgov.org/olse. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 12Q.

a. For each Covered Employee, Contractor shall provide the appropriate health benefit set forth in Section 12Q.3 of the HCAO. If Contractor chooses to offer the health plan option, such health plan shall meet the minimum standards set forth by the San Francisco Health Commission.

b. Notwithstanding the above, if the Contractor is a small business as defined in Section 12Q.3(e) of the HCAO, it shall have no obligation to comply with part (a) above.

c. Contractor's failure to comply with the HCAO shall constitute a material breach of this agreement. City shall notify Contractor if such a breach has occurred. If, within 30 days after receiving City's written notice of a breach of this Agreement for violating the HCAO, Contractor fails to cure such breach or, if such breach cannot reasonably be cured within such period of 30 days, Contractor fails to commence efforts to cure within such period, or thereafter fails diligently to pursue such cure to completion, City shall have the right to pursue the remedies set forth in 12Q.5.1 and 12Q.5(f)(1-6). Each of these remedies shall be exercisable individually or in combination with any other rights or remedies available to City.

d. Any Subcontract entered into by Contractor shall require the Subcontractor to comply with the requirements of the HCAO and shall contain contractual obligations substantially the same as those set forth in this Section. Contractor shall notify City's Office of Contract Administration when it enters into such a Subcontract and shall certify to the Office of Contract Administration that it has notified the Subcontractor of the obligations under the HCAO and has imposed the requirements of the HCAO on Subcontractor through the Subcontract. Each Contractor shall be responsible for its Subcontractors' compliance with this Chapter. If a Subcontractor fails to comply, the City may pursue the remedies set forth in this Section against Contractor with notice and an opportunity to obtain a cure of the violation.

e. Contractor shall not discharge, reduce in compensation, or otherwise discriminate against any employee for notifying City with regard to Contractor's noncompliance or anticipated noncompliance with the requirements of the HCAO, for opposing any practice

proscribed by the HCAO, for participating in proceedings related to the HCAO, or for seeking to assert or enforce any rights under the HCAO by any lawful means.

f. Contractor represents and warrants that it is not an entity that was set up, or is being used, for the purpose of evading the intent of the HCAO.

g. Contractor shall maintain employee and payroll records in compliance with the California Labor Code and Industrial Welfare Commission orders, including the number of hours each employee has worked on the City Contract.

h. Contractor shall keep itself informed of the current requirements of the HCAO.

i. Contractor shall provide reports to the City in accordance with any reporting standards promulgated by the City under the HCAO, including reports on Subcontractors and Subtenants, as applicable.

j. Contractor shall provide City with access to records pertaining to compliance with HCAO after receiving a written request from City to do so and being provided at least ten business days to respond.

k. Contractor shall allow City to inspect Contractor's job sites and have access to Contractor's employees in order to monitor and determine compliance with HCAO.

1. City may conduct random audits of Contractor to ascertain its compliance with HCAO. Contractor agrees to cooperate with City when it conducts such audits.

m. If Contractor is exempt from the HCAO when this Agreement is executed because its amount is less than \$25,000 (\$50,000 for nonprofits), but Contractor later enters into an agreement or agreements that cause Contractor's aggregate amount of all agreements with City to reach \$75,000, all the agreements shall be thereafter subject to the HCAO. This obligation arises on the effective date of the agreement that causes the cumulative amount of agreements between Contractor and the City to be equal to or greater than \$75,000 in the fiscal year.

2g. Add Appendices A-1 & A-2 dated 7/1/2015 to Agreement as amended.

2h. Delete Appendix B-Calculation of Charges and replace in its entirety with Appendix B-Calculation of Charges dated 7/1/2015 to Agreement as amended.

2i. Add Appendix B-CBHS Budget Documents/ Appendices B-1 and B-2 dated 7/1/2015 to Agreement as amended.

2j. Delete Appendix D-Additional Terms and replace in its entirety with Appendix D-Additional Terms dated 7/1/2015 to Agreement as amended.

2k. Delete Appendix E-HIPAA Business Associate Agreement and replace in its entirety with Appendix E-HIPAA Business Associate Agreement dated 5/19/2015 to Agreement as amended. **3.** Effective Date. Each of the modifications set forth in Section 2 shall be effective on and after July 1, 2015.

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

CITY

CONTRACTOR

Recommended by:

Alternative Family Services

BARBARA A. GARCIA, MPA. Director of Health

Approved as to Form:

DENNIS J. HERRERA City Attorney

<u>6/8/15</u> Date KATHY MURPHY

Deputy City Attorney

Approved:

By

Jay A Berlin

Executive Director 1421 Guerneville Road, Suite 218 Santa Rosa, CA 94503

City vendor number: 22377

JACI FONG Director of the Office of Contract Administration, and Purchaser

Date

· · · Contractor: Alternative Family Services City Fiscal Year: 2015-2016 CMS#: 6973

1. Identifiers:

Program Name:AFS Outpatient Behavioral Health ProgramProgram Address:250 Executive Park Blvd, #4900City, State, ZIP:San Francisco, CA 94134Telephone:415-656-0116FAX:415-656-0117Website Address:afs4kids.org

Person Completing this Narrative: Lisa Hilley, Mental Health Director Telephone: 415-672-5686 Email Address: Ihilley@afs4kids.org

Program Code(s): 38GSOP (Alternative Family Services OP)

2. Nature of Document:

🗌 New 🖾 Renewal X🗌 Modification

3. Goal Statement:

The goal of the program is to improve or enhance the client(s)' interpersonal, adaptive, and communication skills; connection with their family; and emotional and psychological well being and in so doing support permanency and stability for children and families involved with the foster care system by addressing their unique behavioral health needs.

4. Target Population:

The target population for these programs is San Francisco County children and youth ages 0 to 21 who: 1) have full scope Medi-Cal, 2) are involved or at risk for becoming involved in the foster care system and 3) qualify for EPSDT services. Within the population described above, children and youth who are receiving Intensive Treatment Foster Care through AFS's FFA will be prioritized for receipt of services.

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

See CRDC. Services will include the following. Mental Health Services include Assessment, Plan Development, Individual Therapy, Individual Rehabilitation, Intensive Home Based Services, Family Therapy, Group Therapy, and Collateral. AFS will also provide Case Management, Intensive Care Coordination, and Crisis Intervention as necessary. Lastly, AFS will also provide Medication Support Management.

See CRDC for details.

6. Methodology:

Direct Client Services:

- A. Outreach, Recruitment, Promotion, and Advertisement: All referrals will be received from Foster Care Mental Health. AFS will work with FCMH to prioritize any children or youth placed in AFS ITFC homes and who are in need of mental health services.
- B. Admission and Intake Process: AFS will obtain all referrals from Foster Care Mental Health (FCMH). In order to conduct the initial assessment, all clients must have full-scope Medi-Cal. Within the first 30 days, clients will be assessed to ensure that they are eligible for EPSDT services, such that, each client must have a qualifying DSM-IV Axis I diagnosis and meet medical necessity criteria for services.

C. Service delivery model: Program phases, Location, Length of Stay, and Hours of Operation: <u>Intake</u>: Within 48 hours of receipt of referral, AFS staff contacts families and referring party to present a brief introduction to AFS and to schedule an intake appointment at the time and location preferred by the client. The intake also marks the beginning of "engagement work" for AFS that includes building rapport.

<u>Assessment & Early Identification</u>: Ideally, youth are assessed immediately upon entry into the foster care system and at any transition point thereafter (i.e., before and after placement change and system exit). For AFS clients, every case receives a formal comprehensive psychosocial assessment using the Child and Adolescent Strengths and Needs (CANS) assessment. Youth and caregivers are active participants in the collection, review and prioritization of data.

<u>Assessment Only</u>. For clients referred for assessment only, AFS clinicians will complete an initial Assessment and Brief CANS within 30 days of episode opening. The AFS clinician will provide a written summary of needs and strengths and recommendations for mental health services. Based on client needs and FCMH authorization, the AFS clinician may provide ongoing services in order to coordinate care and participate on the Child and Family Team.

<u>Treatment Planning</u>: Clients, clinicians, Mental Health Rehab Specialists (MHRS) and other key individuals develop a treatment plan of care to prioritize client needs, goals and service strategies. As assessment information changes, treatment planning will change accordingly.

Service Provision and Appropriateness Monitoring: Immediately following the assessment and treatment planning phases the clinician will work with the client to address goals. For the general target population described in Item #4, planned services may include a combination of individual therapy, family therapy, individual rehabilitation, and case management. For clients in the priority population (ITFC clients) planned services may also include intensive care coordination (ICC) and intensive home based services (IHBS) to focus on restoring, improving or maintaining daily living skills, functional skills, social skills and support resources. IR or IHBS services may be provided by a Mental Health Rehab Specialist (MHRS) who will coordinate and collaborate with the clinician.

A great deal of attention is placed on ensuring that the intensity and frequency of services are appropriate to meet the needs of clients and their families. AFS matches interventions and practices to the needs of clients. Services are closely monitored for appropriateness through supervision and CQI processes. AFS Quality Management will monitor the provision of IR Services at the child- and program-level for clients in ITFC placements via an internal monthly report submitted to the Program Director and Mental Health Director.

<u>Service Coordination and Collaboration</u>: Coordination and collaboration is a foundational aspect of the AFS clinical model. To achieve client goals, services must be coordinated among all the involved stakeholders such as county case workers, probation officers, FFA workers, lawyers, schools, foster families, and biological families.

<u>Community Linkage and Discharge Planning</u>: A critical aspect of treatment is working to create a network of natural and formal supports in the clients' lives to reinforce and maintain treatment gains and increase the likelihood of successful outcomes.

<u>Location</u> - Locations and times of service delivery will be flexible and planned to meet clients' needs as much as possible. Both programs are community based; services will, whenever clinically and

logistically possible, be delivered to clients in the least restrictive and most therapeutically appropriate environment possible. The continuum of visitation sites may vary from tightly supervised, in-office sessions to less structured community venues and client homes.

<u>Length of Stay</u> -Treatment planning will be organized to allow clients to move to lower levels of services or a step-down plan within six to nine months of service initiation.

<u>Hours of Operation</u> - Services will be provided to clients' and their families from the hours of 9:00 to 8:00 p.m. and weekends as needed and when possible.

D. Discharge Planning and Exit Process:

<u>Discharge Planning</u>: As mentioned above, a critical aspect of all services is discharge planning and linkages to formal and informal services and supports. At service initiation, service providers in collaboration with the client and family create a discharge plan to identify and begin to link clients and their families to community supports and to outline resources for clients following service completion.

Exit Process: Data from the Child and Adolescent Needs and Strength Assessment (CANS) (collected every 6 months and during any transition points) helps to monitor and match service needs to client and family needs. This allows for systematic monitoring of service appropriateness. Clients are discharged when treatment goals are met or when a less intensive service may be more appropriate.

E. **Program Staffing:** All services will be provided by staff who are qualified to deliver EPSDT services. Overall program responsibility is given to Dr. Lisa Hilley, Mental Health Director. Specific day to day program responsibility is vested in Holly Oswald, Psy.D., Program Director. Clinical supervision of staff is divided between Program Director Oswald and licensed Clinical Supervisors. Services are delivered by a team of master's level clinicians and MHRS qualified staff. Quality Assurance is the responsibility of Quality Assurance Director Dr. Joseph Turner, who oversees a staff of Quality Management Specialists and Clerks.

7. Objectives and Measurements:

All objectives, and descriptions of how objectives will be measured, are contained in the BHS document entitled <u>BHS Children, Youth, and Families Performance Objectives FY14-15</u>.

8. Continuous Quality Improvement:

The overall CQI program (i.e., quality planning, monitoring and improving) is guided by the agency's CQI committee (referred to as the Performance & Quality Improvement committee) and implemented by all AFS employees. The agency-level CQI committee meets monthly for about 3 hours and is composed of the agency CEO, COO, CFO and the Division Directors for Foster Care, Mental Health and Quality Management.

Program-level CQI (e.g., AFS' San Francisco Mental Health Program) is guided by the local CQI meeting (bi-weekly meeting between program and QM management staff) and implemented by local staff. In addition, structured activities (e.g., utilization review; peer review; etc.) function as CQI methods for the program.

Contractor: Alternative Family Services City Fiscal Year: 2015-2016 CMS#: 6973

A. <u>Performance-Contract & Productivity</u>: Contract performance is monitored at various levels in the agency: (a) bi-weekly during the Mental Health Management meeting; (b) bi-weekly during the QM-Program Management meeting; (c) monthly at the agency CQI committee meeting. Additionally, the CFO, Mental Health Director and Clinical Director meet monthly to review staff productivity and service intensity issues (e.g., looking at levels of Collateral contacts, a key indicator of collaboration and coordination for AFS' population children in the foster care system). Clinical Supervisors and Program Directors meet on a weekly basis to review clinician caseload, service intensity and care coordination.

AFS generates a report at opening for each client through our internal data base which allows us to track due dates and ensure timely submission of Assessments, Treatment Plans and service delivery.

B. <u>Documentation Quality, including a description of internal audits</u>: Service quality is monitored at various levels of the agency: (a) program supervision; (b) peer-review (monthly review of charts by peers); (c) utilization review (monthly review of charts by external agency); (d) internal Medi-Cal audits (three audits per year, across programs). AFS will continue to utilize internal Quality Assurance and Clinical Managers to review documentation quality and seek outside consultation as needed to identify best practices, internal review and auditing tools, methods and infrastructure development, as well as, conduct quarterly documentation trainings.

AFS internal audits are as follows:

- a. <u>Peer Review</u>: under the direction of the Program Director and Clinical Supervisors, mental health clinicians' conduct a monthly review of client charts (second Thursday of the month). The Peer Review is modeled after the PURQC process.
- b. <u>Utilization Review (UR)</u>: under the direction of the Program Director and QM Associates, AFS conducts UR with its partner agency A Better Way, Inc on a monthly basis (last Wednesday of the month). The QM Unit-collates data on UR outcomes (i.e., number of charts identified as conditional, passing, failing) and compares with the benchmark (95% passing or conditional).
- C. <u>Cultural Competency</u>: Cultural competence is monitored at the local level: (a) supervision; (b) trainings (for managers and clinicians). The Program Director works closely with the Human Resources Department to review hiring and advertising practices to ensure that newly hired staff consistently meets our client's cultural and language needs. AFS also utilizes contractors and/or The Department of Public Health Language Access Services when interpreter services are needed in languages outside of the language capacity of AFS staff. AFS conducts three Cultural Competency trainings per year, tailoring trainings to match clientele backgrounds, ethnicities and languages.
- D. <u>Client Satisfaction</u>: Client satisfaction is measured through State-administered and/or AFSadministered satisfaction surveys. AFS conducts a San Francisco County client survey once a year. Additionally, AFS is looking to implement an internal pre/post client survey. AFS has also implemented a survey via Survey Monkey which targets County Social Workers to gather data for the purpose of enhancing the quality of our services and maintaining/improving our relationship with our referral source.
- E. <u>Measurement, analysis, and use of CANS data</u>: Program (a) participates in Super User calls on a monthly basis, (b) utilizes SF county reports (Pivot Charts) when available to evaluate treatment, and (c) created and analyzed our Theory of Change Clinical Formulation. AFS is also in the process of implementing "Using CANS in Supervision" and the TCOM strategies created by John Lyons.

Contractor: Alternative Family Services City Fiscal Year: 2015-2016 CMS#: 6973

1. Identifiers:

Program Name:AFS Therapeutic VisitationProgram Address:250 Executive Park Blvd, #4900City, State, ZIP:San Francisco, CA 94134Telephone:415-656-0116Website Address:afs4kids.org

Person Completing this Narrative: Lisa Hilley, Mental Health Director Telephone: 415-672-5686 Email Address: Ihilley@afs4kids.org

Program Code(s): 38GS01 (AFS SF Therapeutic Visitation)

2. Nature of Document:

3. Goal Statement:

This AFS Therapeutic Visitation (TVS) program is specifically designed to bring targeted, time-limited, and evidenced-informed mental health services to San Francisco's foster youth and their families who are separated due to allegations of abuse and neglect and are currently in the reunification process. The program is organized to reduce traditional barriers to service provision providing clients, their families, and foster families highly coordinated, flexible, convenient, and culturally and linguistically competent services. We believe that by integrating our longstanding expertise in the field of foster care with well chosen evidence based mental health practices we can:

- Maintain and strengthen family connections
- Enhance and strengthen family-child relationships
- Reduce youth emotional/behavioral problems that hinder their ability to live in a family environment

4. Target Population:

The target population for these programs is San Francisco County children and youth ages 2 to 18 who: 1) have full scope Medi-Cal, 2) are involved or at risk for becoming involved in the foster care system and 3) qualify for EPSDT services. Limited supervised visitation services are provided to children and families who do not have full scope Medi-Cal (see Supervised Visitation Services description below).

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

Services will include the following. Mental Health Services include Assessment, Plan Development, Individual Therapy, Individual Rehabilitation, Intensive Home Based Services, Family Therapy, Group Therapy, and Collateral. AFS will also provide Case Management, Intensive Care Coordination, and Crisis Intervention as necessary. AFS will also provide Medication Support Management. As of FY14-15, Supervised Visitation Services (Mode 60 services) will be provided, when arranged. See CRDC for details.

6. Methodology:

Direct client services

- A. <u>Outreach, Recruitment, Promotion, and Advertisement</u>: All referrals will be received from Foster Care Mental Health.
- B. <u>Admission and Intake Process</u>: AFS will obtain all referrals from Foster Care Mental Health. In order to conduct the initial assessment, all clients must have full-scope Medi-Cal. Within the first 30 days, clients will be assessed to ensure that they are eligible for EPSDT services, such that, each client must have a qualifying DSM-IV Axis I diagnosis and meet medical necessity criteria for services. Describe the program admission, enrollment and/or intake criteria and process where applicable.
- C. <u>Service delivery model: Program phases, Location, Length of Stay, and Hours of Operation</u> <u>Intake</u>: Within 48 hours of receipt of referral, AFS staff contacts families and referring party to present a brief introduction to AFS and to schedule an intake appointment at the time and location preferred by the client. The intake also marks the beginning of "engagement work" for AFS that includes building rapport.

<u>Assessment & Early Identification</u>: Ideally, youth are assessed immediately upon entry into the foster care system and at any transition point thereafter (i.e., before and after placement change and system exit). For AFS clients, every case receives a formal comprehensive psychosocial assessment using the Child and Adolescent Strengths and Needs (CANS) assessment. Youth and caregivers are active participants in the collection, review and prioritization of data.

<u>Treatment Planning</u>: Clients, clinicians and other key individuals develop a treatment plan of care to prioritize client needs, goals and service strategies. As assessment information changes, treatment planning will change accordingly.

<u>Service Provision and Appropriateness Monitoring</u>: A great deal of attention is placed on ensuring that the intensity and frequency of services are appropriate to meet the needs of clients and their families. AFS matches interventions and practices to the needs of clients. Services are closely monitored for appropriateness through supervision and CQI processes.

<u>Service Coordination and Collaboration</u>: Coordination and collaboration is a foundational aspect of the AFS clinical model. To achieve client goals, services must be coordinated among all the involved stakeholders such as county case workers, probation officers, FFA workers, lawyers, schools, foster families, and biological families.

<u>Community Linkage and Discharge Planning</u>: A critical aspect of treatment is working to create a network of natural and formal supports in the clients' lives to reinforce and maintain treatment gains and increase the likelihood of successful outcomes.

Location: Locations and times of service delivery will be flexible and planned to meet clients' needs as much as possible. Both programs are community based; services will, whenever clinically and logistically possible, be delivered to clients in the least restrictive and most therapeutically appropriate environment possible. The continuum of visitation sites may vary from tightly supervised, in-office sessions to less structured community venues and client homes.

<u>Length of Stay:</u> Treatment planning will be organized to allow clients to move to lower levels of services or a step-down plan within six to nine months of service initiation.

<u>Hours of Operation</u>: Services will be provided to clients' and their families from the hours of 9:00 to 8:00 p.m. and weekends as needed and when possible.

Supervised Visitation Services: At AFS, Supervised Visitation Services (a Mode 60 service) are provided on a limited basis for six to nine months. This supervision of client family visits is managed by trained staff that are present at all times to ensure visits are safe and aligned with the Visit Plan. The primary focus of the visits is to promote safety and well-being for children and youth during visits. To promote safe and positive family interactions, families may receive parent coaching and/or support from the AFS staff. Families are referred directly from Protective Social Workers. Upon receiving the referrals, AFS conducts a Risk and Safety Assessment to determine whether the Supervised Visitation Services are suitable for the referred parent(s), caregiver(s), and child (ren). If accepted, the AFS staff obtains initial paperwork from the PSW and contacts the family to schedule the first visit. These Mode 60 services are not input into AVATAR, though they can lead to Mode 15 services which are recorded in AVATAR.

D. <u>Discharge Process</u>: As mentioned above, a critical aspect of all services is discharge planning and linkages to formal and informal services and supports. At service initiation, service providers in collaboration with the client and family create a discharge plan to identify and begin to link clients and their families to community supports and to outline resources for clients following service completion.

Data from the Child and Adolescent Needs and Strength Assessment (CANS) (collected every 6 months and during any transition points) helps to monitor and match service needs to client and family needs. This allows for systematic monitoring of service appropriateness. Clients are discharged when treatment goals are met or when a less intensive service may be more appropriate.

E. <u>Program Staffing</u>: All services will be provided by staff who are qualified to deliver EPSDT services. Overall program responsibility is given to Dr. Lisa Hilley, Mental Health Director. Specific day to day program responsibility is vested in Dr. Holly Oswald, Program Director. Clinical supervision of staff is divided between Dr. Oswald and licensed Clinical Supervisors. Services are delivered by a team of master's level clinicians and MHRS qualified staff. Quality Assurance is the responsibility of Quality Assurance Director Dr. Joseph Turner, who oversees a staff of Quality Management Specialists and Clerks.

7. Objectives and Measurements:

All objectives, and descriptions of how objectives will be measured, are contained in the BHS document entitled <u>BHS Children, Youth, and Families Performance Objectives FY14-15</u>.

8. Continuous Quality Improvement:

The overall CQI program (i.e., quality planning, monitoring and improving) is guided by the agency's CQI committee (referred to as the Performance & Quality Improvement committee) and implemented by all AFS employees. The agency-level CQI committee meets monthly for about 3 hours and is composed of the agency CEO, COO, CFO and the Division Directors for Foster Care, Mental Health and Quality Management.

Program-level CQI (e.g., AFS' San Francisco Mental Health Program) is guided by the local CQI meeting (bi-weekly meeting between program and QM management staff) and implemented by local staff. In addition, structured activities (e.g., utilization review; peer review; etc.) function as CQI methods for the program.

Page **3** of **4 7**/1/15 A. <u>Performance-Contract & Productivity</u>: Contract performance is monitored at various levels in the agency: (a) bi-weekly during the Mental Health Management meeting; (b) bi-weekly during the QM-Program Management meeting; (c) monthly at the agency CQI committee meeting. Additionally, the CFO, Mental Health Director and Clinical Director meet monthly to review staff productivity and service intensity issues (e.g., looking at levels of Collateral contacts, a key indicator of collaboration and coordination for AFS' population children in the foster care system). Clinical Supervisors and Program Directors meet on a weekly basis to review clinician caseload, service intensity and care coordination.

AFS generates a report at opening for each client through our internal data base which allows us to track due dates and ensure timely submission of Assessments, Treatment Plans and service delivery.

B. Documentation Quality, including a description of internal audits: Service quality is monitored at various levels of the agency: (a) program supervision; (b) peer-review (monthly review of charts by peers); (c) utilization review (monthly review of charts by external agency); (d) internal Medi-Cal audits (three audits per year, across programs). AFS will continue to utilize internal Quality Assurance and Clinical Managers to review documentation quality and seek outside consultation as needed to identify best practices, internal review and auditing tools, methods and infrastructure development, as well as, conduct quarterly documentation trainings.

AFS internal audits are as follows:

- a. <u>Peer Review</u>: under the direction of the Program Director and Clinical Supervisors, mental health clinicians' conduct a monthly review of client charts (second Thursday of the month). The Peer Review is modeled after the PURQC process.
- b. <u>Utilization Review (UR)</u>: under the direction of the Program Director and QM Associates, AFS conducts UR with its partner agency A Better Way, Inc on a monthly basis (last Wednesday of the month). The QM Unit-collates data on UR outcomes (i.e., number of charts identified as conditional, passing, failing) and compares with the benchmark (95% passing or conditional).
- C. <u>Cultural Competency</u>: Cultural competence is monitored at the local level: (a) supervision; (b) trainings (for managers and clinicians). The Program Director works closely with the Human Resources Department to review hiring and advertising practices to ensure that newly hired staff consistently meets our client's cultural and language needs. AFS also utilizes contractors and/or The Department of Public Health Language Access Services when interpreter services are needed in languages outside of the language capacity of AFS staff. AFS conducts three Cultural Competency trainings per year, tailoring trainings to match clientele backgrounds, ethnicities and languages.
- D. <u>Client Satisfaction</u>: Client satisfaction is measured through State-administered and/or AFSadministered satisfaction surveys. AFS conducts a San Francisco County client survey once a year. Additionally, AFS is looking to implement an internal pre/post client survey. AFS has also implemented a survey via Survey Monkey which targets County Social Workers to gather data for the purpose of enhancing the quality of our services and maintaining/improving our relationship with our referral source.
- E. <u>Measurement, analysis, and use of CANS data</u>: Program (a) participates in Super User calls on a monthly basis, (b) utilizes SF county reports (Pivot Charts) when available to evaluate treatment, and (c) created and analyzed our Theory of Change Clinical Formulation. AFS is also in the process of implementing "Using CANS in Supervision" and the TCOM strategies created by John Lyons.

Appendix B Calculation of Charges

1. Method of Payment

A. Invoices furnished by CONTRACTOR under this Agreement must be in a form acceptable to the Contract Administrator and the CONTROLLER and must include the Contract Progress Payment Authorization number or Contract Purchase Number. All amounts paid by CITY to CONTRACTOR shall be subject to audit by CITY. The CITY shall make monthly payments as described below. Such payments shall not exceed those amounts stated in and shall be in accordance with the provisions of Section 5, COMPENSATION, of this Agreement.

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

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

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

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

CONTRACTOR shall submit monthly invoices in the format attached, Appendix F, and in a form acceptable to the Contract Administrator, by the fifteenth (15th) calendar day of each month for reimbursement of the actual costs for SERVICES of the preceding month. All costs associated with the SERVICES shall be reported on the invoice each month. All costs incurred under this Agreement shall be

B. Final Closing Invoice

(1) Fee For Service Reimbursement:

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

(2) Cost Reimbursement:

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

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

2. Program Budgets and Final Invoice

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

Budget Summary CRDC B1 – B2

Modification - 1

Appendix B-1 AFS Outpatient Behavioral Services Appendix B-2 AFS Therapeutic Visitation Services

B. Compensation

Compensation shall be made in monthly payments on or before the 30th day after the DIRECTOR, in his or her sole discretion, has approved the invoice submitted by CONTRACTOR. The breakdown of costs and sources of revenue associated with this Agreement appears in Appendix B, Cost Reporting/Data Collection (CR/DC) and Program Budget, attached hereto and incorporated by reference as though fully set forth herein. The maximum dollar obligation of the CITY under the terms of this Agreement shall not exceed **Eighteen Million Seven Hundred Thirty-Two Thousand One Hundred Thirty-Nine Dollars (\$18,732,139)** for the period of July 1, 2010 through December 31, 2017.

CONTRACTOR understands that, of this maximum dollar obligation, **\$700,434** is included as a contingency amount and is neither to be used in Appendix B, Budget, or available to CONTRACTOR without a modification to this Agreement executed in the same manner as this Agreement or a revision to Appendix B, Budget, which has been approved by the Director of Health. CONTRACTOR further understands that no payment of any portion of this contingency amount will be made unless and until such modification or budget revision has been fully approved and executed in accordance with applicable CITY and Department of Public Health laws, regulations and policies/procedures and certification as to the availability of funds by the Controller. CONTRACTOR agrees to fully comply with these laws, regulations, and policies/procedures.

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

(2) CONTRACTOR understands that, of the maximum dollar obligation stated above, the total amount to be used in Appendix B, Budget and available to CONTRACTOR for the entire term of the contract is as follows, not withstanding that for each fiscal year, the amount to be used in Appendix B, Budget and available to CONTRACTOR for that fiscal year shall conform with the Appendix A, Description of Services, and a Appendix B, Program Budget and Cost Reporting Data Collection form, as approved by the CITY's Department of Public Health based on the CITY's allocation of funding for SERVICES for that fiscal year.

July 1, 2010 through December 31, 2010	\$897,500 (BPHM08000043)
July 1, 2010 through June 30, 2011	\$897,500
July 1, 2011 through June 30, 2012	\$1,895,000
July 1, 2012 through June 30, 2013	\$2,131,153
July 1, 2013 through June 30, 2014	\$2,324,850
July 1, 2014 through June 30, 2015	\$2,699,169
July 1, 2015 through June 30, 2016	\$2,699,169
July 1, 2016 through June 30, 2017	\$3,036,562
July 1, 2017 through December 31, 2017	\$1,450,803
Sub.Total of July 1, 2010 through December 31, 2017	\$18,031,706
Contingency Available	<u>\$700,434</u>

Modification - 1

Total of July 1, 2010 through December 31, 2017 \$18,732,139

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

(4) CONTRACTOR further understands that, **\$897,500** of the period from July 1, 2010 through December 31, 2010 in the Contract Number BPHM08000043 is included with this Agreement. Upon execution of this Agreement, all the terms under this Agreement will supersede the Contract Number BPHM08000043 for the Fiscal Year 2010-11.

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

D. 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.

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

F. 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.

Modification - 1

		ublic Health Cont					
DHCS Legal Entity Number (MH):		Prepar	ed By/Phone #:		707.576.7700		2015/2016
DHCS Legal Entity Name (MH)/Contractor Name (SA):		FAMILY SERVIC	CES, INC.	Document Date:	7/1/2015	Appendix B-Summa	ry Page: 1 of 1
Contract CMS # (CDTA use only):							
Contract Appendix Number:	B-1	B-2	B-#	B-#	B-#	B-#	
	Outpatient	Therapeutic		:			
	Behavioral	Visitation					
	Health	Services					
Appendix A/Program Name:	Program	Program					
Provider Number		38GS					
Program Code(s)		38GS01					
FUNDING TERM:			-/-//-/	-/-//-/	-/-//-/	-/-//-/	TOTAL
FUNDING USES		<u> </u>			11 - 11	11 - 11	
Salaries & Employee Benefits:	1,225,238	637,261					1,862,499
Operating Expenses:	327,029						497,121
Capital Expenses:							0
Subtotal Direct Expenses:	1,552,267	807,353					2,359,620
Indirect Expenses:	223,371	116,178					339,549
Indirect %:	14.4%	14.4%					14.4%
TOTAL FUNDING USES	1,775,638	923,531					2,699,169
					Employ	vee Fringe Benefits %:	25.0%
CBHS MENTAL HEALTH FUNDING SOURCES							
MH FED - SDMC Regular FFP (50%)	832,500	367,223					1,199,723
MH STATE - EPSDT State Match	638,815	338,054					976,869
MH COUNTY - General Fund	66,685	30,161					96,846
HSA WORK ORDER AS Local Match	193,685	29,169				·	222,854
County GF WO CODB	1,743	2,780					4,523
MH WORK ORDER - County Work Order Fund	42,210	156,144					198,354
TOTAL CBHS MENTAL HEALTH FUNDING SOURCES	1,775,638	923,531	-	-	-	-	2,699,169
CBHS SUBSTANCE ABUSE FUNDING SOURCES							
TOTAL CBHS SUBSTANCE ABUSE FUNDING SOURCES	-	-	-	-	-	-	-
OTHER DPH-COMMUNITY PROGRAMS FUNDING SOURCES							
TOTAL OTHER DPH-COMMUNITY PROGRAMS FUNDING SOURCES		·-	-	-	-	-	-
TOTAL DPH FUNDING SOURCES	1,775,638	923,531	0	0	(00	2,699,169
NON-DPH FUNDING SOURCES						States and States	
TOTAL NON-DPH FUNDING SOURCES	0	0		0	(00	0
TOTAL FUNDING SOURCES (DPH AND NON-DPH)	1,775,638	923,531	-	-	-	-	2,699,169

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CBHS BUDGET DOCUMENTS

Appendix B Indirect page: 1 of 1

DPH 7: Contract-Wide Indirect Cost Detail						
Contractor Name	ALTERNATIVE FAMILY SERVICES INC					
Document Date:	07/01/15					
Fiscal Year:	2015/16					

1. SALARIES & BENEFITS

Position Title	FTE	Salaries
CEO	0.17	\$ 26,186
Exec Systems Manager	0.17	\$ 8,955
C00	0.17	\$ 27,047
Business Systems Director	0.17	\$ 14,620
CFO	0.17	\$ 25,586
Resource Develop Supvr	0.03	\$ 951
ACCOUNTING MGR	0.17	\$ 13,706
FINANCIAL ANALYST	0.17	\$ 12,792
HR MANAGER	0.17	\$ 12,792
MARKETING DIRECTOR	0.03	\$ 2,229
HR ASSISTANT	0.17	\$ 7,785
STAFF ACCOUNTANT	0.17	\$ 8,241
STAFF ACCOUNTANT	0.17	\$ 8,013
STAFF ACCOUNTANT	0.17	\$ 6,842
· · · · · · · · · · · · · · · · · · ·		\$ -
		\$ -
EMPLOYEE FRINGE BENEFITS	26%	\$ 45,695
TOTAL SALARIES & BENEFITS		\$ 221,442

2. OPERATING COSTS

Expenditure Category	Amount
Admin Consultants	\$ 11,880
Audit	\$ 5,482
Bank Charges	\$ -
Board Related	\$ 365
Computer Systems Admin	\$ 42,398
Contributions	\$ •
	\$ -
Executive Travel	\$ 1,188
Facilities Expense	\$ 13,901
Insurance	\$ 14,255
Licenses & Fees	\$ 55
Membership Dues	\$ 3,290
Payroll Service	\$ 9,138
Printing	\$ 329
Publications	\$ 137
Rent	\$ 8,772
Staff Related Expenses	\$ 6,826
Translation Fund	\$ 92
TOTAL OPERATING COSTS	\$ 118,107

TOTAL INDIRECT COSTS\$ 339,549Admin Salaries & Benefits + Operating Costs

CBHS BUDGET DOCUMENTS

	DPH 2: Department of	Pul	olic Heath	Cost Reporting	/Data Col	llection (CRDC)
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DUCC Land Ending News (MID)			ost Reporting/Data	Collection (CRDC)		A 11 /D //	D 1 D 1
DHCS Legal Entity Name (MH)/0		ALTERNATIVE FAM		Appendix/Page #:	B-1, Page1		
	Provider Name: Provider Number:		ILY SERVICES INC	Document Date:	7/1/2015 2015/2016		
	FIOVILLET NUMBER:	OUTPATIENT	OUTPATIENT	OUTPATIENT	OUTPATIENT	Fiscal Year:	2015/2010
	Program Name:	SERVICES	SERVICES	SERVICES	SERVICES		i.
Drogrom Code (for	nerly Reporting Unit):	38GSOP	38GSOP	38GSOP	38GSOP		
	MH) or Modality (SA)	15/01-09	15/10-57	15/60-69	15/70-79		
Mode/SPC	MILL OF MOUALITY (SA)	Case Mgt	15/10-5/	Medication	Crisis Intervention		
,	Service Description:	Brokerage	MH Svcs	Support	OP		TOTAL
	7/1/15-6/30/16	7/1/15-6/30/16	7/1/15-6/30/16	7/1/15-6/30/16		7/1/15-6/30/16	
FUNDING USES	FUNDING TERM:	//1/13-0/30/10	//1/13-0/30/10	7/1/15-0/30/10	//1/13-0/30/10		//1/15-0/30/10
	& Employee Benefits:	204,635	1,006,793	10,027	3,783		1,225,238
	Operating Expenses:	54,619	268,724	2,676	1,010		327,029
Capital Expenses	(greater than \$5,000):		200,721		1,010		527,025
Subtr	otal Direct Expenses:	259,254	1,275,517	12,703	4,793		1,552,267
Jubit	Indirect Expenses:	37,307	183,546	1,828	690		223,371
	TAL FUNDING USES:	296,561	1,459,063	14,531	5,483		1,775,638
	Index	<u></u> _,	_,,	1,001	5,100		
	Code/Project						
CBHS MENTAL HEALTH FUNDING SOURCES	Detail/CFDA#:						-
MH FED - SDMC Regular FFP (50%)	HMHMCP751594	139,041	684,075	6,813	2,571		832,500
MH STATE - EPSDT Realignment	HMHMCP751594	106,692	524,922	5,228	1,973		638,815
MH COUNTY - General Fund	HMHMCP751594	11,137	54,796	546	206		66,685
HSA WORK ORDER AS Local Match	НМНМСНМТСНWO	32,349	159,153	1,585			193,685
County GF WO CODB	НМНМСР751594	292	1,432	14	5		1,743
MH WORK ORDER - County Work Order Fund	HMHMCHCWSNWO	7,050	34,684	345	130		42,210
TOTAL CBHS MENTAL HEALTI		296,561	1,459,063	14,531	5,483		1,775,638
	Index						1,110,000
	Code/Project						
OTHER DPH-COMMUNITY PROGRAMS FUNDING S							- 100
TOTAL OTHER DPH-COMMUNITY PROGRAM	S FUNDING SOURCES	-	-	-	-	-	-
TOTAL DPI	H FUNDING SOURCES	296,561	1,459,063	14,531	5,483		1,775,638
NON-DPH FUNDING SOURCES							
							0
TOTAL NON-DPH FUNDING SOURCE		-	0	0	0	····	-
TOTAL FUNDING SOURCES (DPH AND NON-DPH	I)	296,561	1,459,063	14,531	5,483	-	1,775,638
CBHS UNITS OF SERVICE AND UNIT COST							
	rchased (if applicable)						
Substance Abuse Only - Non-Res 33 - ODF # of Gr							
se Only - Licensed Capacity for Medi-Cal Provider witl							
Cost Reimbursement (CR) or		FFS		FFS		FFS	
I	OPH Units of Service: Unit Type:	145,373	552,675	2,984	1,413		
	Staff Minute	Staff Minute	Staff Minute		0		
Cost Per Unit - DPH Rate (DPH FUN	2.04	2.64	4.87	3.88	0.00	and the second second	
Cost Per Unit - Contract Rate (DPH & Non-DPH	2.04	2.64	4.87	3.88	0.00		
	li-Cal Providers Only):	2.95	3.25	5.25	4.50		Total UDC:
Unduj	olicated Clients (UDC):	90	90	10	8		90

DPH 3: Salaries & Benefits Detail

Appendix/Page #: ____B-1, Page 2___

Program Code: <u>38GSOP</u> Program Name: <u>Outpatient Behavioral Health Services</u> Document Date: <u>7/1/15</u>

	General Fund: TOTAL FFP + State E County (HMHMCP7		ate EPSDT + inty GF	+ HSA WO As Local Match (HMHMCHMTCHWO) + CODB			ORK ORDER CHCWSNWO)	Funding Source 3 (Include Funding Source Name and Index Code/Project Detail/CFDA#)		Funding Source 4 (Include Funding Source Name and Index Code/Project Detail/CFDA#)		
Term:	the support of the state of the	5 - 6/30/16		5 - 6/30/16		/15 - 6/30/16	ayparated and applying the long to the	5 - 6/30/16	Term:		Term:	
Position Title	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries
Mental Health Director	0.23	\$ 23,654	0.20	20,488	0.03	2,603	0.01	562				
Training Director	0.23	\$ 20,951	0.20	18,147	0.03	2,306	0.01	498				
MH Assistant Director	0.23	\$ 19,149	0.20	16,586	0.03	2,108	0.01	455				
QA Director	0.31	\$ 28,702	0.27	24,861	0.03	3,159	0.01	682				
QA Assistant Director	0.31	\$ 19,234	0.27	16,660	0.03	2,117	0.01	457				
Billing Specialist	0.61	\$ 25,302	0.53	21,916	0.07	2,785	0.02	601				
Quality Analysts	0.61	\$ 26,631	0.53	23,067	0.07	2,931	0.02	633				
Quality Mgmt Clerks	1.23	\$ 47,344	1.07	41,008	0.14	5,211	0.03	1,125				
Administrative Mgr	0.35	\$ 18,773	0.30	16,261	0.04	2,066	0.01	446				
Intake Worker	0.35	\$ 17,066	0.30	14,782	0.04	1,878	0.01	406				
Clinical Supervisor	0.35	\$ 22,186	0.30	19,217	0.04	2,442	0.01	527				
Clinical Supervisor	1.42	\$ 88,746	1.23	76,869	0.16	9,767	0.03	2,110				
Program Director	0.71	\$ 49,151	0.62	42,573	0.08	5,410	0.02	1,168				
Contingent Psychiatrist	0.11	\$ 38,338	0.10	33,207	0.01	4,220	0.00	911				-
MH Rehab Specialists	2.12	\$ 69,734	1.84	60,401	0.23	7,675	0.05	1,658				
MH Clinicians (Includes Katie A)	9.91	\$ 465,360	8.58	403,080	1.09	51,218	0.24	11,062				
		\$ -	1	· · · · · · · · · · · · · · · · · · ·								
		\$ -					0.34					
		\$ -										
		\$ -										
		\$ -		-								
		\$ -										
Totals:	19.08	\$ 980,322	16.53	\$ 849,123	2.10	\$ 107,895	0.45	\$ 23,304	0.00	\$0	0.00	\$0
Employee Fringe Benefits:	25.0%	\$244,916	25.0%	212,138	25.0%	26,956	25.0%	5,822				
]]	.			1]	
TOTAL SALARIES & BENEFITS		\$ 1,225,238	<u> </u>	\$ 1,061,261		\$ 134,851		\$ 29,126		\$0	ļ	\$0

CBHS BUDGET DOCUMENTS

DPH 4: Operating Expenses Detail

Program Code: <u>38GSOP</u>

Appendix/Page #: B-1, Page 3

Program Name: Outpatient Behavioral Health Services
Document Date: 7/1/15

Expenditure Category	TOTAL	General Fund: Includes FFP + State EPSDT + County GF (HMHMCP751594)	Funding Source 1: HSA WO As Local Match (HMHMCHMTCHWO) + CODB	Funding Source 2: HSA WORK ORDER (HMHMCHCWSNWO)	Funding Source 3 (Include Funding Source Name and Index Code/Project Detail/CFDA#)	
Term:	7/1/15 - 6/30/16	7/1/15 - 6/30/16	7/1/15 - 6/30/16	7/1/15 - 6/30/16	Term:	Term:
Occupancy:						
Rent	103,818	89,924	11,426	2,468		
Utilities(telephone, electricity, water, gas)	17,935	15,535	1,974	426		
Building Repair/Maintenance	1,084	939	119	26		
Materials & Supplies:	-	-	-	-		
Office Supplies	9,688	8,392	1,066	230		
Photocopying	-		-			
Printing	453	393	50	11		·····
Program Supplies	7,605	6,588	837	181		
Computer hardware/software	44,368	38,431	4,883	1,055		
General Operating:		- · · · · · · · · · · · · · · · · · · ·	-	_		
Training/Staff Development	43,521	37,697	4,790	1,035		·····
Insurance	10,602	9,183	1,167	252		
Professional License			_	-		
Permits			-			
Equipment Lease & Maintenance	5,429	4,702	597	129		
Staff Travel:		-	-	-		· · · · · · · · · · · · · · · · · · ·
Local Travel	82,525	71,480	9,083	1,962		
Out-of-Town Travel	-		-	-	-	
Field Expenses	-	-	-	-		
Consultant/Subcontractor:	······					
CONSULTANT/SUBCONTRACTOR (Provide	-					
CONSULTANT/SUBCONTRACTOR (Provide				· · · · · · · · · · · · · · · · · · ·		
CONSULTANT/SUBCONTRACTOR (Provide						
(add more Consultant lines as necessary)						
Other:						
	-					·····
·····						
	\$ -		· · · ·		······································	
TOTAL OPERATING EXPENSE	\$327,029	\$283,262	\$35,993	\$7,774	\$0	\$0

CBHS BUDGET DOCUMENTS

DHCS Legal Entity Name (MH)/Co	ALTERNATIVE FA	MILY SERVICES IN	Appendix/Page #:	B-2, Page1			
		ALTERNATIVE FA				Document Date:	7/1/2015
	Provider Number:					Fiscal Year:	2015/2016
		Therapeutic	Therapeutic	Therapeutic	Therapeutic	Therapeutic	
	Program Name:	Visitation	Visitation	Visitation	Visitation	Visitation	
Program Code (forme	38GS01	38GS01	38GS01	38GS01	Mode 60 NON M-CAL HSA WORK ORDER (HMHMCHCWSNWO)		
Mode/SFC (M	IH) or Modality (SA)	15/01-09 Case Mgt	15/10-57	15/60-69 Medication	15/70-79 Crisis	60/78 Other Non-MediCal	
	Service Description:	Brokerage	MH Svcs	Support	Intervention-OP	Client Support Exp	TOTAL
	FUNDING TERM:			11	7/1/15 - 6/30/16	7/1/15 - 6/30/16	7/1/15 - 6/30/16
FUNDING USES				<u>, , , , , , , , , , , , , , , , , , , </u>			, ,
Salaries &	Employee Benefits:	59,637	501,413	2,135	5,073	69,003	637,261
	Operating Expenses:	15,918	133,832	571	1,355	18,417	170,092
Capital Expenses (g	reater than \$5,000):						
Subtot	al Direct Expenses:	75,555	635,245	2,706	6,428	87,420	807,353
	Indirect Expenses:	10,872	91,412	388	925	12,580	116,178
ТОТ	AL FUNDING USES:	86,427	726,657	3,094	7,353	100,000	923,531
CBHS MENTAL HEALTH FUNDING SOURCES	Index Code/Project Detail/CFDA#:						
MH FED - SDMC Regular FFP (50%)	HMHMCP751594	38,539	324,026	1,379	3,278		367,223
MH STATE - EPSDT Realignment	HMHMCP751594	35,477	298,288	1,270	3,018		338,054
MH COUNTY - General Fund	HMHMCP751594	3,165	26,613	113	269		30,161
HSA WORK ORDER AS Local Match	нмнмснмтснwo	3,061	25,738	110	260	-	29,169
County GF WO CODB	HMHMCP751594	293	2,452	10	25	- 1999	2,780
MH WORK ORDER - County Work Order Fund	HMHMCHCWSNWO	5,891	49,539	211	502	100,000	156,144
TOTAL CBHS MENTAL HEALTH OTHER DPH-COMMUNITY PROGRAMS FUNDING SOURCES TOTAL OTHER DPH-COMMUNITY PROGRAMS	Index Code/Project Detail/CFDA#:	86,427 -	726,657	3,094	7,353	- 100,000	923,531 - -
TOTAL DPH	FUNDING SOURCES	86,427	726,657	3,094	7,353	100,000	923,531
NON-DPH FUNDING SOURCES							
TOTAL NON-DPH FUNDING SOURCES			0	0	0	0	(
TOTAL FUNDING SOURCES (DPH AND NON-DPH)	86,427	726,657	3,094		<u> </u>	1	
CBHS UNITS OF SERVICE AND UNIT COST	00,42/	/ 20,03/	5,094	/,553	100,000	943,331	
Number of Beds Purc	hased (if applicable)						
Substance Abuse Only - Non-Res 33 - ODF # of Grou							
ce Abuse Only - Licensed Capacity for Medi-Cal Provider with I		· · · · ·					
Cost Reimbursement (CR) or Fe	FFS	FFS	FFS	FFS	FFS		
	42,366	275,249	635	1,895	800		
	Staff Minute	· · · · · · · · · · · · · · · · · · ·					
Cost Per Unit - DPH Rate (DPH FUND	2.04	2.64	4.87	3.88	125.00	- and the second	
Cost Per Unit - Contract Rate (DPH & Non-DPH F	UNDING SOURCES):	2.04	2.64	4.87	3.88	125.00	
Published Rate (Medi-		2.95	3.25	5.25	4.50		Total UDC:
Undupl	icated Clients (UDC):	65	65	19	45	20	65

DPH 3: Salaries & Benefits Detail

Appendix/Page #: <u>B-2, Page 2</u>

Program Code: 38GS01 Program Name: THERAPEUTIC VISITATION Document Date: 7/1/15

	TOTAL		General Fund: Includes FFP + State EPSDT + County GF (HMHMCP751594)			rce 1: HSA WO ch (HMHMCHMTCHWO)	Funding Source 2: HSA WORK ORDER (HMHMCHCWSNWO)		NON M-C	ode 60 AL HSA WORK RDER :HCWSNWO)	Funding Source 4 (Include Funding Source Name and Index Code/Project Detail/CFDA#)		
Term:	7/1/1				- 6/30/16		/15 - 6/30/16		- 6/30/16		5-6/30/16		
Position Title	FTE		alaries	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries
Mental Health Director	0.09	\$	12,303	0.06	8,736	0.00	380	0.01	1,855	0.01	1,332		
Training Director	0.09	\$	10,897	0.06	7,738	0.00	336	0.01	1,643	0.01	1,180		
MH Assistant Director	0.09	\$	9,959	0.06	7,072	0.00	307	0.01	1,502	0.01	1,078		
QA Director	0.13	\$	14,928	0.09	10,601	0.00	461	0.02	2,251	0.02	1,616		
QA Assistant Director	0.13	\$	10,004	0.09	7,104	0.00	309	0.02	1,508	0.02	1,083		
Billing Specialist	0.25	\$	13,160	0.18	9,345	0.01	406	0.04	1,984	0.03	1,425		
Quality Analysts	0.25	\$	13,851	0.18	9,836	0.01	427	0.04	2,088	0.03	1,500		
Quality Mgmt Clerks	0.51	\$	24,624	0.35	17,486	0.02	760	0.07	3,713	0.07	2,666	1	
Administrative Mgr	0.15	\$	9,764	0.10	6,934	0.00	301	0.02	1,472	0.02	1,057	1	1
Intake Worker	0.15	\$	8,876	0.10	6,303	0.00	274	0.02	1,338	0.02	961		
Clinical Supervisor	0.15	\$	11,539	0.10	8,194	0.00	356	0.02	1,740	0.02	1,249		
Clinical Supervisor	0.59	\$	46,158	0.41	32,777	0.02	1,424	0.09	6,959	0.08	4,998		
Program Director	0,29	\$	25,564	0.20	18,153	0.01	789	0.04	3,854	0.04	2,768		
Contingent Psychiatrist	0.05	\$	19,940	0.03	14,160	0.00	615	0.01	3,006	0.01	2,159		
MH Rehab Specialists	0.88	\$	36,269	0.61	25,755	0.03	1,119	0.13	5,468	0.12	3,927		
MH Clinicians (Includes Katie A)	4.09	\$	242,040	2.83	171,874	0.12	7,467	0.60	36,491	0.54	26,208		
		ļ						0.86				<u> </u>	
								0.80					
		1						· ·					L
Totals:	7.89	\$	509,877	5.45	\$ 362,067	0.24	\$ 15,729	1.16	\$ 76,872	1.05	\$ 55,210		+
Employee Fringe Benefits:	25.0%	1 \$	127,384	25.0%	\$ 90,456	25.0%	\$ 3,930	25.0%	\$ 19,205	25.0%	\$ 13,793	Т	T
Employee Fringe Denents.	23.070	<u>γ Ψ</u>		1 40.070	φ	7	φ <u>3,730</u>	1 <u>40.070</u> 1	<u>φ</u> τ,203	<u>ו 10.070</u> ר	<u>φ </u>	<u></u>	J
TOTAL SALARIES & BENEFITS		\$	637,261		\$ 452,523		\$ 19,659]	\$ 96,077		\$ 69,003		\$0

CBHS BUDGET DOCUMENTS

DPH 4: Operating Expenses Detail

Appendix/Page #: B-2, Page 3

Program Code:	38GS01
Program Name:	THERAPEUTIC VISITATION
Document Date:	7/1/15

Expenditure Category	TOTAL	General Fund: Includes FFP + State EPSDT + County GF (HMHMCP751594)	Funding Source 1: HSA WO As Local Match (HMHMCHMTCHWO)	Funding Source 2: HSA WORK ORDER (HMHMCHCWSNWO)	Mode 60 NON M-CAL HSA WORK ORDER (HMHMCHCWSNWO)	
Term:	7/1/15 - 6/30/16	7/1/15 - 6/30/16	7/1/15 - 6/30/16	7/1/15-6/30/16	7/1/15 - 6/30/16	Term:
Occupancy:						
Rent	53,997	38,344	1,666	8,141	5,847	
Utilities(telephone, electricity, water, gas)	9,328	6,624	288	1,406	1,010	
Building Repair/Maintenance	564	400	17	85	61	
Materials & Supplies:			-		-	
Office Supplies	5,039	3,578	155	760	546	
Photocopying			<u> </u>			
Printing	236	167	7	36	26	
Program Supplies	3,956	2,809	122	596	428	
Computer hardware/software	23,077	16,387	712	3,479	2,499	
General Operating:		-				
Training/Staff Development	22,636	16,074	698	3,413	2,451	
Insurance	5,514	3,916	170	831	597	
Professional License Permits	-		-			
Equipment Lease & Maintenance	-					
Staff Travel:	2,823	2,005	87	426	306	
Local Travel	42,922	30,479	1,324	6,471	1 (1 0	
Out-of-Town Travel	42,922	30,4/9		6,4/1	4,648	
Field Expenses	-			· · · · · · · · · · · · · · · · · · ·		
Consultant/Subcontractor:				+		
CONSULTANT/SUBCONTRACTOR (Provide Name, CONSULTANT/SUBCONTRACTOR (Provide Name, CONSULTANT/SUBCONTRACTOR (Provide Name,	· · · · · · · · · · · · · · · · · · ·					
(add more Consultant lines as necessary)			·			
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		<u> </u>	+		+	
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	<u>├</u>			<u> </u>		
TOTAL OPERATING EXPENSE	\$ 170,092	\$120,783	\$5,247	\$25,644	\$18,417	\$0

Appendix D Additional Terms

1. PROTECTED HEALTH INFORMATION AND BAA

The parties acknowledge that CITY is a Covered Entity as defined in the Healthcare Insurance Portability and Accountability Act of 1996 ("HIPAA") and is required to comply with the HIPAA Privacy Rule governing the access, transmission, and storage of health information.

The parties acknowledge that CONTRACTOR is one of the following:

CONTRACTOR <u>will</u> render services under this contract that include possession or knowledge of identifiable Protected Health Information (PHI), such as health status, health care history, or payment for health care history obtained from CITY. Specifically, CONTRACTOR will:

- Create PHI
- Receive PHI
- Maintain PHI
- Transmit PHI and/or
- Access PHI

The Business Associate Agreement (BAA) in Appendix E <u>is required</u>. Please note that BAA requires attachments to be completed.

CONTRACTOR will <u>not</u> have knowledge of, create, receive, maintain, transmit, or have access to any Protected Health Information (PHI), such as health status, health care history, or payment for health care history obtained from CITY.

The Business Associate Agreement is not required.

2. THIRD PARTY BENEFICIARIES

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

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Appendix E

San Francisco Department of Public Health Business Associate Agreement

This Business Associate Agreement ("Agreement") supplements and is made a part of the contract or Memorandum of Understanding ("CONTRACT")] by and between the City and County of San Francisco, Covered Entity ("CE") and Contractor, Business Associate ("BA"). To the extent that the terms of the Contract are inconsistent with the terms of this Agreement, the terms of this Agreement shall control.

In order to access SFDPH Systems, BA must have their employees/agents sign and retain in their files the *User Agreement for Confidentiality, Data Security and Electronic Signature* form located at <u>https://www.sfdph.org/dph/files/HIPAAdocs/2015Revisions/ConfSecElecSigAgr.pdf</u>

During the term of this contract, the BA will be required to complete the SFDPH Privacy, Data Security and Compliance Attestations located at

https://www.sfdph.org/dph/files/HIPAAdocs/PDSCAttestations.pdf and the Data Trading Partner Request [to Access SFDPH Systems] located at https://www.sfdph.org/dph/files/HIPAAdocs/DTPAwthorization.pdf

https://www.sfdph.org/dph/files/HIPAAdocs/DTPAuthorization.pdf

RECITALS

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

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

1. Definitions.

a. **Breach** means the unauthorized acquisition, access, use, or disclosure of PHI that compromises the security or privacy of such information, except where an unauthorized person to whom such information is disclosed would not reasonably have been able to retain such information, and shall have the meaning given to such term under the HITECH Act and HIPAA Regulations [42 U.S.C. Section

1 | Page



San Francisco Department of Public Health Business Associate Agreement

17921 and 45 C.F.R. Section 164.402], as well as California Civil Code Sections 1798.29 and 1798.82.

- b. **Breach Notification Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and D.
- c. Business Associate is a person or entity that performs certain functions or activities that involve the use or disclosure of protected health information received from a covered entity, and shall have the meaning given to such term under the Privacy Rule, the Security Rule, and the HITECH Act, including, but not limited to, 42 U.S.C. Section 17938 and 45 C.F.R. Section 160.103.
- d. **Covered Entity** means a health plan, a health care clearinghouse, or a health care provider who transmits any information in electronic form in connection with a transaction covered under HIPAA Regulations, and shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 C.F.R. Section 160.103.
- e. **Data Aggregation** means the combining of Protected Information by the BA with the Protected Information received by the BA in its capacity as a BA of another CE, to permit data analyses that relate to the health care operations of the respective covered entities, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- f. **Designated Record Set** means a group of records maintained by or for a CE, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- g. Electronic Protected Health Information means Protected Health Information that is maintained in or transmitted by electronic media and shall have the meaning given to such term under HIPAA and the HIPAA Regulations, including, but not limited to, 45 C.F.R. Section 160.103. For the purposes of this Agreement, Electronic PHI includes all computerized data, as defined in California Civil Code Sections 1798.29 and 1798.82.
- h. Electronic Health Record means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff, and shall have the meaning given to such term under the HITECT Act, including, but not limited to, 42 U.S.C. Section 17921.
- i. Health Care Operations means any of the following activities: i) conducting quality assessment and improvement activities; ii) reviewing the competence or qualifications of health care professionals; iii) underwriting, enrollment, premium rating, and other activities related to the creation, renewal, or replacement of a contract of health insurance or health benefits; iv) conducting or arranging for medical review, legal services, and auditing functions; v) business planning development; vi) business management and general administrative activities of the entity. This shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- j. **Privacy Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and E.
- k. **Protected Health Information or PHI** means any information, including electronic PHI, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Sections 160.103

Appendix E



San Francisco Department of Public Health Business Associate Agreement

and 164.501. For the purposes of this Agreement, PHI includes all medical information and health insurance information as defined in California Civil Code Sections 56.05 and 1798.82.

- 1. **Protected Information** shall mean PHI provided by CE to BA or created, maintained, received or transmitted by BA on CE's behalf.
- m. Security Incident means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system, and shall have the meaning given to such term under the Security Rule, including, but not limited to, 45 C.F.R. Section 164.304.
- n. Security Rule shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and C.
- o. Unsecured PHI means PHI that is not secured by a technology standard that renders PHI unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute, and shall have the meaning given to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to, 42 U.S.C. Section 17932(h) and 45 C.F.R. Section 164.402.

2. Obligations of Business Associate.

- a. **Permitted Uses.** BA may use, access, and/or disclose PHI only for the purpose of performing BA's obligations for or on behalf of the City and as permitted or required under the Contract [MOU] and Agreement, or as required by law. Further, BA shall not use PHI in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so used by CE. However, BA may use Protected Information as necessary (i) for the proper management and administration of BA; (ii) to carry out the legal responsibilities of BA; (iii) as required by law; or (iv) for Data Aggregation purposes relating to the Health Care Operations of CE [45 C.F.R. Sections 164.502, 164.504(e)(2). and 164.504(e)(4)(i)].
- b. Permitted Disclosures. BA shall disclose Protected Information only for the purpose of performing BA's obligations for or on behalf of the City and as permitted or required under the Contract [MOU] and Agreement, or as required by law. BA shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so disclosed by CE. However, BA may disclose Protected Information as necessary (i) for the proper management and administration of BA; (ii) to carry out the legal responsibilities of BA; (iii) as required by law; or (iv) for Data Aggregation purposes relating to the Health Care Operations of CE. If BA discloses Protected Information to a third party, BA must obtain, prior to making any such disclosure, (i) reasonable written assurances from such third party that such Protected Information will be held confidential as provided pursuant to this Agreement and used or disclosed only as required by law or for the purposes for which it was disclosed to such third party, and (ii) a written agreement from such third party to immediately notify BA of any breaches, security incidents, or unauthorized uses or disclosures of the Protected Information in accordance with paragraph 2. k. of the Agreement, to the extent it has obtained knowledge of such occurrences [42 U.S.C. Section 17932; 45 C.F.R. Section 164.504(e)]. BA may disclose PHI to a BA that is a subcontractor and may allow the subcontractor to create, receive, maintain, or transmit Protected Information on its behalf, if the BA obtains

SFDPH Office of Compliance & Privacy Affairs – BAA version 5/19/15



San Francisco Department of Public Health Business Associate Agreement

satisfactory assurances, in accordance with 45 C.F.R. Section 164.504(e)(1), that the subcontractor will appropriately safeguard the information [45 C.F.R. Section 164.502(e)(1)(ii)].

- c. **Prohibited Uses and Disclosures.** BA shall not use or disclose PHI other than as permitted or required by the Contract and Agreement, or as required by law. BA shall not use or disclose Protected Information for fundraising or marketing purposes. BA shall not disclose Protected Information to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the PHI solely relates [42 U.S.C. Section 17935(a) and 45 C.F.R. Section 164.522(a)(1)(vi)]. BA shall not directly or indirectly receive remuneration in exchange for Protected Information, except with the prior written consent of CE and as permitted by the HITECH Act, 42 U.S.C. Section 17935(d)(2), and the HIPAA regulations, 45 C.F.R. Section 164.502(a)(5)(ii); however, this prohibition shall not affect payment by CE to BA for services provided pursuant to the Contract.
- d. Appropriate Safeguards. BA shall take the appropriate security measures to protect the confidentiality, integrity and availability of PHI that it creates, receives, maintains, or transmits on behalf of the CE, and shall prevent any use or disclosure of PHI other than as permitted by the Contract or this Agreement, including, but not limited to, administrative, physical and technical safeguards in accordance with the Security Rule, including, but not limited to, 45 C.F.R. Sections 164.306, 164.308, 164.310, 164.312, 164.314 164.316, and 164.504(e)(2)(ii)(B). BA shall comply with the policies and procedures and documentation requirements of the Security Rule, including, but not limited to, 45 C.F.R. Section 164.316, and 42 U.S.C. Section 17931. BA is responsible for any civil penalties assessed due to an audit or investigation of BA, in accordance with 42 U.S.C. Section 17934(c).
- e. Business Associate's Subcontractors and Agents. BA shall ensure that any agents and subcontractors that create, receive, maintain or transmit Protected Information on behalf of BA, agree in writing to the same restrictions and conditions that apply to BA with respect to such PHI and implement the safeguards required by paragraph 2.d. above with respect to Electronic PHI [45 C.F.R. Section 164.504(e)(2) through (e)(5); 45 C.F.R. Section 164.308(b)]. BA shall mitigate the effects of any such violation.
- f. Accounting of Disclosures. Within ten (10) calendar days of a request by CE for an accounting of disclosures of Protected Information or upon any disclosure of Protected Information for which CE is required to account to an individual, BA and its agents and subcontractors shall make available to CE the information required to provide an accounting of disclosures to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528, and the HITECH Act, including but not limited to 42 U.S.C. Section 17935 (c), as determined by CE. BA agrees to implement a process that allows for an accounting to be collected and maintained by BA and its agents and subcontractors for at least six (6) years prior to the request. However, accounting of disclosures from an Electronic Health Record for treatment, payment or health care operations purposes are required to be collected and maintained for only three (3) years prior to the request, and only to the extent that BA maintains an Electronic Health Record. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed; and

Business Associate Agreement

(iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure [45 C.F.R. 164.528(b)(2)]. If an individual or an individual's representative submits a request for an accounting directly to BA or its agents or subcontractors, BA shall forward the request to CE in writing within five (5) calendar days.

- g. Access to Protected Information. BA shall make Protected Information maintained by BA or its agents or subcontractors in Designated Record Sets available to CE for inspection and copying within (5) days of request by CE to enable CE to fulfill its obligations under state law [Health and Safety Code Section 123110] and the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.524 [45 C.F.R. Section 164.504(e)(2)(ii)(E)]. If BA maintains Protected Information in electronic format, BA shall provide such information in electronic format as necessary to enable CE to fulfill its obligations under the HITECH Act and HIPAA Regulations, including, but not limited to, 42 U.S.C. Section 17935(e) and 45 C.F.R. 164.524.
- h. Amendment of Protected Information. Within ten (10) days of a request by CE for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, BA and its agents and subcontractors shall make such Protected Information available to CE for amendment and incorporate any such amendment or other documentation to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R Section 164.526. If an individual requests an amendment of Protected Information directly from BA or its agents or subcontractors, BA must notify CE in writing within five (5) days of the request and of any approval or denial of amendment of Protected Information maintained by BA or its agents or subcontractors [45 C.F.R. Section 164.504(e)(2)(ii)(F)].
- i. Governmental Access to Records. BA shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to CE and to the Secretary of the U.S. Department of Health and Human Services (the "Secretary") for purposes of determining BA's compliance with HIPAA [45 C.F.R. Section 164.504(e)(2)(ii)(I)]. BA shall provide CE a copy of any Protected Information and other documents and records that BA provides to the Secretary concurrently with providing such Protected Information to the Secretary.
- j. Minimum Necessary. BA, its agents and subcontractors shall request, use and disclose only the minimum amount of Protected Information necessary to accomplish the intended purpose of such use, disclosure, or request. [42 U.S.C. Section 17935(b); 45 C.F.R. Section 164.514(d)]. BA understands and agrees that the definition of "minimum necessary" is in flux and shall keep itself informed of guidance issued by the Secretary with respect to what constitutes "minimum necessary" to accomplish the intended purpose in accordance with HIPAA and HIPAA Regulations.
- k. Data Ownership. BA acknowledges that BA has no ownership rights with respect to the Protected Information.
- 1. Notification of Breach. BA shall notify CE within 5 calendar days of any breach of Protected Information; any use or disclosure of Protected Information not permitted by the Agreement; any Security Incident (except as otherwise provided below) related to Protected Information, and any use or disclosure of data in violation of any applicable federal or state laws by BA or its agents or subcontractors. The notification shall include, to the extent possible, the identification of each individual whose unsecured Protected Information has been,

5 Page

Appendix E

San Francisco Department of Public Health Business Associate Agreement



or is reasonably believed by the BA to have been, accessed, acquired, used, or disclosed, as well as any other available information that CE is required to include in notification to the individual, the media, the Secretary, and any other entity under the Breach Notification Rule and any other applicable state or federal laws, including, but not limited, to 45 C.F.R. Section 164.404 through 45 C.F.R. Section 164.408, at the time of the notification required by this paragraph or promptly thereafter as information becomes available. BA shall take (i) prompt corrective action to cure any deficiencies and (ii) any action pertaining to unauthorized uses or disclosures required by applicable federal and state laws. [42 U.S.C. Section 17921; 42 U.S.C. Section 17932; 45 C.F.R. 164.410; 45 C.F.R. Section 164.504(e)(2)(ii)(C); 45 C.F.R. Section 164.308(b)]

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

3. Termination.

- **a.** Material Breach. A breach by BA of any provision of this Agreement, as determined by CE, shall constitute a material breach of the CONTRACT and this Agreement and shall provide grounds for immediate termination of the CONTRACT and this Agreement, any provision in the CONTRACT to the contrary notwithstanding. [45 C.F.R. Section 164.504(e)(2)(iii)].
- b. Judicial or Administrative Proceedings. CE may terminate the CONTRACT and this Agreement, effective immediately, if (i) BA is named as defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws or (ii) a finding or stipulation that the BA has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.
- c. Effect of Termination. Upon termination of the CONTRACT and this Agreement for any reason, BA shall, at the option of CE, return or destroy all Protected Information that BA and its agents and subcontractors still maintain in any form, and shall retain no copies of such Protected Information. If return or destruction is not feasible, as determined by CE, BA shall continue to extend the protections and satisfy the obligations of Section 2 of this Agreement to such information, and limit further use and disclosure of such PHI to those purposes that make the return or destruction of the information infeasible [45 C.F.R. Section 164.504(e)(2)(ii)(J)]. If CE elects destruction of the PHI, BA shall certify in writing to CE that such PHI has been destroyed in accordance with the Secretary's guidance regarding proper destruction of PHI.

Appendix E San Francisco Department of Public Health

Business Associate Agreement



- **d.** Civil and Criminal Penalties. BA understands and agrees that it is subject to civil or criminal penalties applicable to BA for unauthorized use, access or disclosure or Protected Information in accordance with the HIPAA Regulations and the HITECH Act including, but not limited to, 42 U.S.C. 17934 (c).
- e. Disclaimer. CE makes no warranty or representation that compliance by BA with this Agreement, HIPAA, the HITECH Act, or the HIPAA Regulations or corresponding California law provisions will be adequate or satisfactory for BA's own purposes. BA is solely responsible for all decisions made by BA regarding the safeguarding of PHI.

4. Amendment to Comply with Law.

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

5. Reimbursement for Fines or Penalties.

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

Attachments (links)

- *Privacy, Data Security, and Compliance Attestations* located at <u>https://www.sfdph.org/dph/files/HIPAAdocs/PDSCAttestations.pdf</u>
- Data Trading Partner Request to Access SFDPH Systems and Notice of Authorizer located at <u>https://www.sfdph.org/dph/files/HIPAAdocs/DTPAuthorization.pdf</u>
- User Agreement for Confidentiality, Data Security and Electronic Signature Form located at

https://www.sfdph.org/dph/files/HIPAAdocs/2015Revisions/ConfSecElecSigAgr.pdf

SFDPH Office of Compliance & Privacy Affairs - BAA version 5/19/15

7 | Page

Appendix E

San Francisco Department of Public Health Business Associate Agreement



Office of Compliance and Privacy Affairs San Francisco Department of Public Health 101 Grove Street, Room 330, San Francisco, CA 94102 Office email: <u>compliance.privacy@sfdph.org</u> Office telephone: 415-554-2787 Confidential Privacy Hotline (Toll-Free): 1-855-729-6040 Confidential Compliance Hotline: 415-642-5790

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1380 Howard St., 4th Floor San Francisco, CA 94103		AUTHORIZED REPRESENTATIVE

ACORD 25 (2010/05)

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Additional Insured Person(s) or Organization(s):

Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy, and for which a certificate of insurance naming such person or organization as additional insured has been issued, but only with respect to their liability arising out of their requirements for certain performance placed upon you, as a nonprofit organization, in consideration for funding or financial contributions you receive from them. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

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