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

## Agreement between the City and County of San Francisco and

Edgewood Center for Children and Families
Contract ID: 1000010030

This Agreement is made this 1st day of July, 2018, in the City and County of San Francisco, State of California, by and between Edgewood Center for Children and Families, 1801 Vicente Street, San Francisco, CA 94116, a non-profit entity, ("Contractor") and City.

## Recitals

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

WHEREAS, services in this Agreement were procured competitively as required by San Francisco Administrative Code Chapter 21.1 through multiple Request for Proposals ("RFP"), RFP 33-2016 issued on November 2, 2016, RFP 1-2017 issued on March 7, 2017, RFP 11-2018 issued on February 22, 2018 and through a Request for Qualifications ("RFQ"), RFQ 17-2016 issued on July 20, 2016, in which City selected Contractor as the highest qualified scorer pursuant to the RFP, and as per Administrative Code Section 21.42 through Sole Source granted on June 6, 2017; and
WHEREAS, there is no Local Business Entity ("LBE") subcontracting participation requirement for this Agreement; and

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

WHEREAS, approval for this Agreement was obtained when the Civil Service Commission approved Contract numbers 44670-16/17 and 46987-16/17 on June 19, 2017; and

WHEREAS, approval for this Amendment was obtained when the Board of Supervisors approved Resolution number 307-18 on September 28, 2018.

Now, THEREFORE, the parties agree as follows:

## Article 1 Definitions

The following definitions apply to this Agreement:
1.1 "Agreement" means this contract document, including all attached appendices, and all applicable City Ordinances and Mandatory City Requirements which are specifically incorporated into this Agreement by reference as provided herein.
1.2 "City" or "the City" means the City and County of San Francisco, a municipal corporation, acting by and through both its Director of the Office of Contract Administration or the Director's designated agent, hereinafter referred to as "Purchasing" and Department of Public Health."
1.3 "CMD" means the Contract Monitoring Division of the City.
1.4 "Contractor" or "Consultant" means Edgewood Center for Children and Families, 1801 Vicente Street, San Francisco, CA 94116.
1.5 "Deliverables" means Contractor's work product resulting from the Services that are provided by Contractor to City during the course of Contractor's performance of the Agreement, including without limitation, the work product described in the "Scope of Services" attached as Appendix A.
1.6 "Effective Date" means the date upon which the City's Controller certifies the availability of funds for this Agreement as provided in Section 3.1.
1.7 "Mandatory City Requirements" means those City laws set forth in the San Francisco Municipal Code, including the duly authorized rules, regulations, and guidelines implementing such laws, that impose specific duties and obligations upon Contractor.
1.8 "Party" and "Parties" mean the City and Contractor either collectively or individually.
1.9 "Services" means the work performed by Contractor under this Agreement as specifically described in the "Scope of Services" attached as Appendix A, including all services, labor, supervision, materials, equipment, actions and other requirements to be performed and furnished by Contractor under this Agreement.

## Article 2 Term of the Agreement

2.1 The term of this Agreement shall commence on the latter of: (i) July 1, 2018; or (ii) the Effective Date and expire on June 30, 2021, unless earlier terminated as otherwise provided herein.

## Article 3 Financial Matters

3.1 Certification of Funds; Budget and Fiscal Provisions; Termination in the

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

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

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

### 3.3 Compensation.

3.3.1 Payment. Contractor shall provide an invoice to the City on a monthly basis for Services completed in the immediate preceding month, unless a different schedule is set out in Appendix B, "Calculation of Charges." Compensation shall be made for Services identified in the invoice that the Director of Health, in his or her sole discretion, concludes has been satisfactorily performed. Payment shall be made within 30 calendar days of receipt of the invoice, unless the City notifies the Contractor that a dispute as to the invoice exists. In no event shall the amount of this Agreement exceed Twenty Four Million Two Hundred Twenty Four Thousand Five Hundred Eight Dollars $\mathbf{( \$ 2 4 , 2 2 4 , 5 0 8 )}$. The breakdown of charges associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein. A portion of payment may be withheld until conclusion of the Agreement if agreed to by both parties as retainage, described in Appendix B. In no event shall City be liable for interest or late charges for any late payments.
3.3.2 Payment Limited to Satisfactory Services. Contractor is not entitled to any payments from City until Department of Public Health approves Services, including any furnished Deliverables, as satisfying all of the requirements of this Agreement. Payments to Contractor by City shall not excuse Contractor from its obligation to replace unsatisfactory Deliverables, including equipment, components, materials, or Services even if the unsatisfactory character of such Deliverables, equipment, components, materials, or Services may not have been apparent or detected at the time such payment was made. Deliverables, equipment, components, materials and Services that do not conform to the requirements of this Agreement may be rejected by City and in such case must be replaced by Contractor without delay at no cost to the City.
3.3.3 Withhold Payments. If Contractor fails to provide Services in accordance with Contractor's obligations under this Agreement, the City may withhold any and all payments due Contractor until such failure to perform is cured, and Contractor shall not stop work as a result of City's withholding of payments as provided herein.
3.3.4 Invoice Format. Invoices furnished by Contractor under this Agreement must be in a form acceptable to the Controller and City, and must include a unique invoice number. Payment shall be made by City specified in Section 3.3.6, or in such alternate manner as the Parties have mutually agreed upon in writing.

### 3.3.5 Reserved. (LBE Payment and Utilization Tracking System)

### 3.3.6 Getting paid for goods and/or services from the City.

(a) All City vendors receiving new contracts, contract renewals, or contract extensions must sign up to receive electronic payments through, the City's Automated Clearing House $(\mathrm{ACH})$ payments service/provider. Electronic payments are processed every business day and are safe and secure. To sign up for electronic payments, visit www.sfgov.org/ach.
(b) The following information is required to sign up: (i) The enroller must be their company's authorized financial representative, (ii) the company's legal name, main telephone number and all physical and remittance addresses used by the company, (iii) the company's U.S. federal employer identification number (EIN) or Social Security number (if they are a sole proprietor), and (iv) the company's bank account information, including routing and account numbers.

### 3.3.7 Federal and/or State Funded Contracts.

(a) Disallowance. If Contractor requests or receives payment from City for Services, reimbursement for which is later disallowed by the State of California or United States Government, Contractor shall promptly refund the disallowed amount to City upon City's request. At its option, City may offset the amount disallowed from any payment due or to become due to Contractor under this Agreement or any other Agreement between Contractor and City.
(b) Grant Terms. The funding for this Agreement is provided in full or in part by a Federal or State Grant to the City. As part of the terms of receiving the funds, the City is required to incorporate some of the terms into this Agreement. The incorporated terms may be found in Appendix J. To the extent that any Grant Term is inconsistent with any other provisions of this Agreement such that Contractor is unable to comply with both the Grant Term and the other provision(s), the Grant Term shall apply.
(c) Contractor shall insert each Grant Term into each lower tier subcontract. Contractor is responsible for compliance with the Grant Terms by any subcontractor, lower-tier subcontractor or service provider.
3.4 Audit and Inspection of Records. Contractor agrees to maintain and make available to the City, during regular business hours, accurate books and accounting records relating to its Services. Contractor will permit City to audit, examine and make excerpts and transcripts from such books and records, and to make audits of all invoices, materials, payrolls, records or personnel and other data related to all other matters covered by this Agreement, whether funded in whole or in part under this Agreement. Contractor shall maintain such data and records in an accessible location and condition for a period of not fewer than five years after final payment under this Agreement or until after final audit has been resolved, whichever is later. The State of California or any Federal agency having an interest in the subject matter of this Agreement shall have the same rights as conferred upon City by this Section. Contractor shall include the same audit and inspection rights and record retention requirements in all subcontracts.
3.4.1 Contractor shall annually have its books of accounts audited by a Certified Public Accountant and a copy of said audit report and the associated management letter(s) shall be transmitted to the Director of Public Health or his /her designee within one hundred eighty (180) calendar days following Contractor's fiscal year end date. If Contractor expends $\$ 750,000$ or more in Federal funding per year, from any and all Federal awards, said audit shall be conducted in accordance with 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

Said requirements can be found at the following website address: https://www.ecfr.gov/cgi-bin/textidx? tpl=/ecfrbrowse/Title02/2cfr200 main 02.tpl.

If Contractor expends less than $\$ 750,000$ a year in Federal awards, Contractor is exempt from the single audit requirements for that year, but records must be available for review or audit by appropriate officials of the Federal Agency, pass-through entity and General Accounting Office. Contractor agrees to reimburse the City any cost adjustments necessitated by this audit report. Any audit report which addresses all or part of the period covered by this Agreement shall treat the service components identified in the detailed descriptions attached to Appendix A and referred to in the Program Budgets of Appendix B as discrete program entities of the Contractor.
3.4.2 The Director of Public Health or his / her designee may approve a waiver of the audit requirement in Section 3.4.1 above, if the contractual Services are of a consulting or personal services nature, these Services are paid for through fee for service terms which limit the City's risk with such contracts, and it is determined that the work associated with the audit would produce undue burdens or costs and would provide minimal benefits. A written request for a waiver must be submitted to the DIRECTOR ninety ( 90 ) calendar days before the end of the Agreement term or Contractor's fiscal year, whichever comes first.
3.4.3 Any financial adjustments necessitated by this audit report shall be made by Contractor to the City. If Contractor is under contract to the City, the adjustment may be made in the next subsequent billing by Contractor to the City, or may be made by another written schedule determined solely by the City. In the event Contractor is not under contract to the City, written arrangements shall be made for audit adjustments.
3.5 Submitting False Claims. The full text of San Francisco Administrative Code Chapter 21, Section 21.35, including the enforcement and penalty provisions, is incorporated into this Agreement. Pursuant to San Francisco Administrative Code §21.35, any contractor or subcontractor who submits a false claim shall be liable to the City for the statutory penalties set forth in that section. A contractor or subcontractor will be deemed to have submitted a false claim to the City if the contractor or subcontractor: (a) knowingly presents or causes to be presented to an officer or employee of the City a false claim or request for payment or approval; (b) knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by the City; (c) conspires to defraud the City by getting a false claim allowed or paid by the City; (d) knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the City; or (e) is a beneficiary of an inadvertent submission of a false claim to the City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the City within a reasonable time after discovery of the false claim.

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Reserved. (Payment of Prevailing Wages)

## Article $4 \quad$ Services and Resources

4.1 Services Contractor Agrees to Perform. Contractor agrees to perform the Services provided for in Appendix A, "Scope of Services." Officers and employees of the City are not authorized to request, and the City is not required to reimburse the Contractor for, Services beyond the Scope of Services listed in Appendix A, unless Appendix A is modified as provided in Section 11.5, "Modification of this Agreement."
4.2 Qualified Personnel. Contractor shall utilize only competent personnel under the supervision of, and in the employment of, Contractor (or Contractor's authorized subcontractors) to perform the Services. Contractor will comply with City's reasonable requests regarding assignment and/or removal of personnel, but all personnel, including those assigned at City's request, must be supervised by Contractor. Contractor shall commit adequate resources to allow timely completion within the project schedule specified in this Agreement.

## $4.3 \quad$ Subcontracting.

4.3.1 Contractor may subcontract portions of the Services only upon prior written approval of City. Contractor is responsible for its subcontractors throughout the course of the work required to perform the Services. All Subcontracts must incorporate the terms of Article 10 "Additional Requirements Incorporated by Reference" of this Agreement, unless inapplicable. Neither Party shall, on the basis of this Agreement, contract on behalf of, or in the name of, the other Party. Any agreement made in violation of this provision shall be null and void.
4.3.2 City's execution of this Agreement constitutes its approval of the subcontractor listed in Appendix B-DPH 4: Operating Expense Detail.

### 4.4 Independent Contractor; Payment of Employment Taxes and Other

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

Contractor, warrants immediate remedial action by Contractor, City shall contact Contractor and provide Contractor in writing with the reason for requesting such immediate action.

### 4.4.2 Payment of Employment Taxes and Other Expenses. Should City, in its

 discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Division, or both, determine that Contractor is an employee for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Contractor which can be applied against this liability). City shall then forward those amounts to the relevant taxing authority. Should a relevant taxing authority determine a liability for past services performed by Contractor for City, upon notification of such fact by City, Contractor shall promptly remit such amount due or arrange with City to have the amount due withheld from future payments to Contractor under this Agreement (again, offsetting any amounts already paid by Contractor which can be applied as a credit against such liability). A determination of employment status pursuant to the preceding two paragraphs shall be solely for the purposes of the particular tax in question, and for all other purposes of this Agreement, Contractor shall not be considered an employee of City. Notwithstanding the foregoing, Contractor agrees to indemnify and save harmless City and its officers, agents and employees from, and, if requested, shall defend them against any and all claims, losses, costs, damages, and expenses, including attorneys' fees, arising from this section.4.5

Assignment. The Services to be performed by Contractor are personal in character and neither this Agreement nor any duties or obligations hereunder may be assigned or delegated by Contractor unless first approved by City by written instrument executed and approved in the same manner as this Agreement. Any purported assignment made in violation of this provision shall be null and void.
4.6 Warranty. Contractor warrants to City that the Services will be performed with the degree of skill and care that is required by current, good and sound professional procedures and practices, and in conformance with generally accepted professional standards prevailing at the time the Services are performed so as to ensure that all Services performed are correct and appropriate for the purposes contemplated in this Agreement.

### 4.7 Reserved. Liquidated Damages.

## Article 5 Insurance and Indemnity

### 5.1 Insurance.

5.1.1 Required Coverages. Without in any way limiting Contractor's liability pursuant to the "Indemnification" section of this Agreement, Contractor must maintain in force, during the full term of the Agreement, insurance in the following amounts and coverages:
(a) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than $\$ 1,000,000$ each accident, injury, or illness; and
(b) Commercial General Liability Insurance with limits not less than $\$ 1,000,000$ each occurrence for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; policy must include Abuse and Molestation coverage.
(c) Commercial Automobile Liability Insurance with limits not less than $\$ 1,000,000$ each occurrence, "Combined Single Limit" for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.
(d) Professional liability insurance, applicable to Contractor's profession, with limits not less than $\$ 1,000,000$ each claim with respect to negligent acts, errors or omissions in connection with the Services.
(e) Blanket Fidelity Bond or Crime Policy with limits of in the amount of any Initial Payment included under this Agreement covering employee theft of money written with a per loss limit.
5.1.2 Commercial General Liability and Commercial Automobile Liability Insurance policies must be endorsed to provide:
(a) Name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees.
(b) That such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.
5.1.3 All policies shall be endorsed to provide thirty (30) days' advance written notice to the City of cancellation for any reason, intended non-renewal, or reduction in coverages. Notices shall be sent to the City address set forth in Section 11.1, entitled "Notices to the Parties."
5.1.4 Should any of the required insurance be provided under a claims-made form, Contractor shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three years beyond the expiration of this Agreement, to the effect that, should occurrences during the contract term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.
5.1.5 Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified above.
5.1.6 Should any required insurance lapse during the term of this Agreement, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the lapse date. If insurance is not reinstated, the City may, at its sole option, terminate this Agreement effective on the date of such lapse of insurance.
5.1.7 Before commencing any Services, Contractor shall furnish to City certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverages set forth above. Approval of the insurance by City shall not relieve or decrease Contractor's liability hereunder.
5.1.8 The Workers' Compensation policy(ies) shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors.
5.1.9 If Contractor will use any subcontractor(s) to provide Services, Contractor shall require the subcontractor(s) to provide all necessary insurance and to name the City and County of San Francisco, its officers, agents and employees and the Contractor as additional insureds.
5.2 Indemnification. Contractor shall indemnify and hold harmless City and its officers, agents and employees from, and, if requested, shall defend them from and against any and all claims, demands, losses, damages, costs, expenses, and liability (legal, contractual, or otherwise) arising from or in any way connected with any: (i) injury to or death of a person, including employees of City or Contractor; (ii) loss of or damage to property; (iii) violation of local, state, or federal common law, statute or regulation, including but not limited to privacy or personally identifiable information, health information, disability and labor laws or regulations; (iv) strict liability imposed by any law or regulation; or (v) losses arising from Contractor's execution of subcontracts not in accordance with the requirements of this Agreement applicable to subcontractors; so long as such injury, violation, loss, or strict liability (as set forth in subsections (i) - (v) above) arises directly or indirectly from Contractor's performance of this Agreement, including, but not limited to, Contractor's use of facilities or equipment provided by City or others, regardless of the negligence of, and regardless of whether liability without fault is imposed or sought to be imposed on City, except to the extent that such indemnity is void or otherwise unenforceable under applicable law, and except where such loss, damage, injury, liability or claim is the result of the active negligence or willful misconduct of City and is not contributed to by any act of, or by any omission to perform some duty imposed by law or agreement on Contractor, its subcontractors, or either's agent or employee. Contractor shall also indemnify, defend and hold City harmless from all suits or claims or administrative proceedings for breaches of federal and/or state law regarding the privacy of health information, electronic records or related topics, arising directly or indirectly from Contractor's performance of this Agreement, except where such breach is the result of the active negligence or willful misconduct of City. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs and City's costs of investigating any claims against the City.

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

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

## Article 6 Liability of the Parties

6.1 Liability of City. CITY'S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE PAYMENT OF THE COMPENSATION PROVIDED FOR IN SECTION 3.3.1, "PAYMENT," OF THIS AGREEMENT. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT SHALL CITY BE LIABLE, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT, FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES PERFORMED IN CONNECTION WITH THIS AGREEMENT
6.2 Liability for Use of Equipment. City shall not be liable for any damage to persons or property as a result of the use, misuse or failure of any equipment used by Contractor, or any of its subcontractors, or by any of their employees, even though such equipment is furnished, rented or loaned by City.
6.3 Liability for Incidental and Consequential Damages. Contractor shall be responsible for incidental and consequential damages resulting in whole or in part from Contractor's acts or omissions.

## Article 7 Payment of Taxes

7.1 Except for any applicable California sales and use taxes charged by Contractor to City, Contractor shall pay all taxes, including possessory interest taxes levied upon or as a result of this Agreement, or the Services delivered pursuant hereto. Contractor shall remit to the State of California any sales or use taxes paid by City to Contractor under this Agreement. Contractor agrees to promptly provide information requested by the City to verify Contractor's compliance with any State requirements for reporting sales and use tax paid by City under this Agreement.
7.2 Contractor acknowledges that this Agreement may create a "possessory interest" for property tax purposes. Generally, such a possessory interest is not created unless the Agreement entitles the Contractor to possession, occupancy, or use of City property for private gain. If such a possessory interest is created, then the following shall apply:
7.2.1 Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that Contractor, and any permitted successors and assigns, may be subject to real property tax assessments on the possessory interest.
7.2.2 Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that the creation, extension, renewal, or assignment of this Agreement may result in a "change in ownership" for purposes of real property taxes, and therefore may result in a revaluation of any possessory interest created by this Agreement. Contractor accordingly agrees on behalf of itself and its permitted successors and assigns to report on behalf of the City to the County Assessor the information required by Revenue and Taxation Code section 480.5, as amended from time to time, and any successor provision.
7.2.3 Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that other events also may cause a change of ownership of the possessory interest and result in the revaluation of the possessory interest. (see, e.g., Rev. \& Tax. Code section 64, as amended from time to time). Contractor accordingly agrees on behalf of itself and its permitted successors and assigns to report any change in ownership to the County Assessor, the State Board of Equalization or other public agency as required by law.
7.2.4 Contractor further agrees to provide such other information as may be requested by the City to enable the City to comply with any reporting requirements for possessory interests that are imposed by applicable law.

## Article 8 Termination and Default

8.1 Termination for Convenience
8.1.1 City shall have the option, in its sole discretion, to terminate this Agreement, at any time during the term hereof, for convenience and without cause. City shall exercise this option by giving Contractor written notice of termination. The notice shall specify the date on which termination shall become effective.
8.1.2 Upon receipt of the notice of termination, Contractor shall commence and perform, with diligence, all actions necessary on the part of Contractor to effect the termination of this Agreement on the date specified by City and to minimize the liability of Contractor and City to third parties as a result of termination. All such actions shall be subject to the prior approval of City. Such actions shall include, without limitation:
(a) Halting the performance of all Services under this Agreement on the date(s) and in the manner specified by City.
(b) Terminating all existing orders and subcontracts, and not placing any further orders or subcontracts for materials, Services, equipment or other items.
(c) At City's direction, assigning to City any or all of Contractor's right, title, and interest under the orders and subcontracts terminated. Upon such assignment, City shall have the right, in its sole discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.
(d) Subject to City's approval, settling all outstanding liabilities and all claims arising out of the termination of orders and subcontracts.
(e) Completing performance of any Services that City designates to be completed prior to the date of termination specified by City.
(f) Taking such action as may be necessary, or as the City may direct, for the protection and preservation of any property related to this Agreement which is in the possession of Contractor and in which City has or may acquire an interest.
8.1.3 Within 30 days after the specified termination date, Contractor shall submit to City an invoice, which shall set forth each of the following as a separate line item:
(a) The reasonable cost to Contractor, without profit, for all Services prior to the specified termination date, for which Services City has not already tendered payment. Reasonable costs may include a reasonable allowance for actual overhead, not to exceed a total of $10 \%$ of Contractor's direct costs for Services. Any overhead allowance shall be separately itemized. Contractor may also recover the reasonable cost of preparing the invoice.
(b) A reasonable allowance for profit on the cost of the Services described in the immediately preceding subsection (a), provided that Contractor can establish, to the satisfaction of City, that Contractor would have made a profit had all Services under this Agreement been completed, and provided further, that the profit allowed shall in no event exceed $5 \%$ of such cost.
(c) The reasonable cost to Contractor of handling material or equipment returned to the vendor, delivered to the City or otherwise disposed of as directed by the City.
(d) A deduction for the cost of materials to be retained by Contractor, amounts realized from the sale of materials and not otherwise recovered by or credited to City, and any other appropriate credits to City against the cost of the Services or other work.
8.1.4 In no event shall City be liable for costs incurred by Contractor or any of its subcontractors after the termination date specified by City, except for those costs specifically enumerated and described in Section 8.1.3. Such non-recoverable costs include, but are not limited to, anticipated profits on the Services under this Agreement, post-termination employee salaries, post-termination administrative expenses, post-termination overhead or unabsorbed overhead, attorneys' fees or other costs relating to the prosecution of a claim or lawsuit, prejudgment interest, or any other expense which is not reasonable or authorized under Section 8.1.3.
8.1.5 In arriving at the amount due to Contractor under this Section, City may deduct: (i) all payments previously made by City for Services covered by Contractor's final invoice; (ii) any claim which City may have against Contractor in connection with this Agreement; (iii) any invoiced costs or expenses excluded pursuant to the immediately preceding subsection 8.1 .4 ; and (iv) in instances in which, in the opinion of the City, the cost of any Service performed under this Agreement is excessively high due to costs incurred to remedy or replace defective or rejected Services, the difference between the invoiced amount and City's estimate of the reasonable cost of performing the invoiced Services in compliance with the requirements of this Agreement.
8.1.6 City's payment obligation under this Section shall survive termination of this Agreement.

### 8.2 Termination for Default; Remedies.

8.2.1 Each of the following shall constitute an immediate event of default ("Event of Default") under this Agreement:
(a) Contractor fails or refuses to perform or observe any term, covenant or condition contained in any of the following Sections of this Agreement:

| 3.5 | Submitting False Claims. | 10.10 | Alcohol and Drug-Free Workplace |
| :--- | :--- | :--- | :--- |
| 4.5 | Assignment | 10.13 | Working with Minors |
| Article 5 | Insurance and Indemnity | 11.10 | Compliance with Laws |
| Article 7 | Payment of Taxes | 13.1 | Nondisclosure of Private, Proprietary or <br> Confidential Information |
| 13.4 | Protected Health Information | 13.3 | Business Associate Agreement |

(b) Contractor fails or refuses to perform or observe any other term, covenant or condition contained in this Agreement, including any obligation imposed by ordinance or statute and incorporated by reference herein, and such default continues for a period of ten days after written notice thereof from City to Contractor.
(c) Contractor (i) is generally not paying its debts as they become due; (ii) files, or consents by answer or otherwise to the filing against it of a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy,
insolvency or other debtors' relief law of any jurisdiction; (iii) makes an assignment for the benefit of its creditors; (iv) consents to the appointment of a custodian, receiver, trustee or other officer with similar powers of Contractor or of any substantial part of Contractor's property; or (v) takes action for the purpose of any of the foregoing.
(d) A court or government authority enters an order (i) appointing a custodian, receiver, trustee or other officer with similar powers with respect to Contractor or with respect to any substantial part of Contractor's property, (ii) constituting an order for relief or approving a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction or (iii) ordering the dissolution, winding-up or liquidation of Contractor.
8.2.2 On and after any Event of Default, City shall have the right to exercise its legal and equitable remedies, including, without limitation, the right to terminate this Agreement or to seek specific performance of all or any part of this Agreement. In addition, where applicable, City shall have the right (but no obligation) to cure (or cause to be cured) on behalf of Contractor any Event of Default; Contractor shall pay to City on demand all costs and expenses incurred by City in effecting such cure, with interest thereon from the date of incurrence at the maximum rate then permitted by law. City shall have the right to offset from any amounts due to Contractor under this Agreement or any other agreement between City and Contractor: (i) all damages, losses, costs or expenses incurred by City as a result of an Event of Default; and (ii) any liquidated damages levied upon Contractor pursuant to the terms of this Agreement; and (iii), any damages imposed by any ordinance or statute that is incorporated into this Agreement by reference, or into any other agreement with the City.
8.2.3 All remedies provided for in this Agreement may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy. Nothing in this Agreement shall constitute a waiver or limitation of any rights that City may have under applicable law.
8.2.4 Any notice of default must be sent by registered mail to the address set forth in Article 11.
8.3 Non-Waiver of Rights. The omission by either party at any time to enforce any default or right reserved to it, or to require performance of any of the terms, covenants, or provisions hereof by the other party at the time designated, shall not be a waiver of any such default or right to which the party is entitled, nor shall it in any way affect the right of the party to enforce such provisions thereafter.

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

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

| 3.3 .2 | Payment Limited to Satisfactory <br> Services | 9.1 | Ownership of Results |
| :--- | :--- | :--- | :--- |
| 3.3.7(a) | Grant Funded Contracts - <br> Disaliowance | 9.2 | Works for Hire |
| 3.4 | Audit and Inspection of Records | 11.6 | Dispute Resolution Procedure |


| 3.5 | Submitting False Claims | 11.7 | Agreement Made in California; <br> Venue |
| :--- | :--- | :--- | :--- | :--- |
| Article 5 | Insurance and Indemnity | 11.8 | Construction |
| 6.1 | Liability of City | 11.9 | Entire Agreement |
| 6.3 | Liability for Incidental and <br> Consequential Damages | 11.10 | Compliance with Laws |
| Article 7 | Payment of Taxes | 11.11 | Severability |
| 8.1 .6 | Payment Obligation | 13.1 | Nondisclosure of Private, <br> Proprietary or Confidential <br> Information |
| 13.4 | Protected Health Information | 13.3 | Business Associate Agreement |

### 8.4.2 Subject to the survival of the Sections identified in Section 8.4.1, above, if this

 Agreement is terminated prior to expiration of the term specified in Article 2, this Agreement shall be of no further force or effect. Contractor shall transfer title to City, and deliver in the manner, at the times, and to the extent, if any, directed by City, any work in progress, completed work, supplies, equipment, and other materials produced as a part of, or acquired in connection with the performance of this Agreement, and any completed or partially completed work which, if this Agreement had been completed, would have been required to be furnished to City.
## Article $9 \quad$ Rights In Deliverables

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

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

## Article 10 Additional Requirements Incorporated by Reference

10.1 Laws Incorporated by Reference. The full text of the laws listed in this Article 10 , including enforcement and penalty provisions, are incorporated by reference into this Agreement. The full text of the San Francisco Municipal Code provisions incorporated by reference in this Article and elsewhere in the Agreement ("Mandatory City Requirements") are available at http://www.amlegal.com/codes/client/san-francisco_ca/
10.2 Conflict of Interest. By executing this Agreement, Contractor certifies that it does not know of any fact which constitutes a violation of Section 15.103 of the City's Charter; Article III, Chapter 2 of City's Campaign and Governmental Conduct Code; Title 9, Chapter 7 of the California Government Code (Section 87100 et seq.), or Title 1, Division 4, Chapter 1, Article 4 of the California Government Code (Section 1090 et seq.), and further agrees promptly to notify the City if it becomes aware of any such fact during the term of this Agreement.
10.3

Prohibition on Use of Public Funds for Political Activity. In performing the Services, Contractor shall comply with San Francisco Administrative Code Chapter 12G, which prohibits funds appropriated by the City for this Agreement from being expended to participate in, support, or attempt to influence any political campaign for a candidate or for a ballot measure. Contractor is subject to the enforcement and penalty provisions in Chapter 12G.

Reserved.
10.5 Nondiscrimination Requirements
10.5.1 Non Discrimination in Contracts. Contractor shall comply with the provisions of Chapters 12B and 12C of the San Francisco Administrative Code. Contractor shall incorporate by reference in all subcontracts the provisions of Sections12B.2(a), 12B.2(c)-(k), and 12C. 3 of the San Francisco Administrative Code and shall require all subcontractors to comply with such provisions. Contractor is subject to the enforcement and penalty provisions in Chapters 12B and 12C.

### 10.5.2 Nondiscrimination in the Provision of Employee Benefits. San Francisco

 Administrative Code 12B.2. Contractor does not as of the date of this Agreement, and will not during the term of this Agreement, in any of its operations in San Francisco, on real property owned by San Francisco, or where work is being performed for the City elsewhere in the United States, discriminate in the provision of employee benefits between employees with domestic partners and employees with spouses and/or between the domestic partners and spouses of such employees, subject to the conditions set forth in San Francisco Administrative Code Section12B.2.
### 10.6 Local Business Enterprise and Non-Discrimination in Contracting

 Ordinance. Contractor shall comply with all applicable provisions of Chapter 14B ("LBE Ordinance"). Contractor is subject to the enforcement and penalty provisions in Chapter 14B.10.7 Minimum Compensation Ordinance. Contractor shall pay covered employees no less than the minimum compensation required by San Francisco Administrative Code Chapter 12P. Contractor is subject to the enforcement and penalty provisions in Chapter 12P. By signing and executing this Agreement, Contractor certifies that it is in compliance with Chapter 12P.
10.8 Health Care Accountability Ordinance. Contractor shall comply with San Francisco Administrative Code Chapter 12Q. Contractor shall choose and perform one of the Health Care Accountability options set forth in San Francisco Administrative Code Chapter 12Q.3. Contractor is subject to the enforcement and penalty provisions in Chapter 12Q.
10.9 First Source Hiring Program. Contractor must comply with all of the provisions of the First Source Hiring Program, Chapter 83 of the San Francisco Administrative Code, that apply to this Agreement, and Contractor is subject to the enforcement and penalty provisions in Chapter 83.
10.10 Alcohol and Drug-Free Workplace. City reserves the right to deny access to, or require Contractor to remove from, City facilities personnel of any Contractor or subcontractor who City has reasonable grounds to believe has engaged in alcohol abuse or illegal drug activity which in any way impairs City's ability to maintain safe work facilities or to protect the health and well-being of City employees and the general public. City shall have the right of final approval for the entry or re-entry of any such person previously denied access to, or removed from, City facilities. Illegal drug activity means possessing, furnishing, selling, offering, purchasing, using or being under the influence of illegal drugs or other controlled substances for which the individual lacks a valid prescription. Alcohol abuse means possessing, furnishing, selling, offering, or using alcoholic beverages, or being under the influence of alcohol.

Contractor agrees in the performance of this Agreement to maintain a drug-free workplace by notifying employees that unlawful drug use is prohibited and specifying what actions will be taken against employees for violations; establishing an on-going drug-free awareness program that includes employee notification and, as appropriate, rehabilitation. Contractor can comply with this requirement by implementing a drug-free workplace program that complies with the Federal Drug-Free Workplace Act of 1988 (41 U.S.C. § 701) [or California Drug-Free Workplace Act of 1990 Cal. Gov. Code, § 8350 et seq., if state funds involved].
10.11 Limitations on Contributions. By executing this Agreement, Contractor acknowledges that it is familiar with section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with the City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, or for a grant, loan or loan guarantee, from making any campaign contribution to (1) an individual holding a City elective office if the contract must be approved by the individual, a board on which that individual serves, or the board of a state agency on which an appointee of that individual serves, (2) a candidate for the office held by such individual, or (3) a committee controlled by such individual, at any time from the commencement of negotiations for the contract until the later of either the termination of negotiations for such contract or six months after the date the contract is approved. The prohibition on contributions applies to each prospective party to the contract; each member of Contractor's board of directors; Contractor's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 20 percent in Contractor, any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Contractor. Contractor must inform each such person of the limitation on contributions imposed by Section 1.126 and provide the names of the persons required to be informed to City.

## $10.12 \quad$ Reserved. (Slavery Era Disclosure)

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

### 10.14 Consideration of Criminal History in Hiring and Employment Decisions

10.14.1 Contractor agrees to comply fully with and be bound by all of the provisions of Chapter 12T, "City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions," of the San Francisco Administrative Code ("Chapter 12T"), including the remedies provided, and implementing regulations, as may be amended from time to time. The provisions of Chapter 12T are incorporated by reference and made a part of this Agreement as though fully set forth herein. The text of the Chapter 12 T is available on the web at http://sfgov.org/olse/fco. Contractor is required to comply with all of the applicable provisions of 12 T , irrespective of the listing of obligations in this Section. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 12T.
10.14.2 The requirements of Chapter 12 T shall only apply to a Contractor's or Subcontractor's operations to the extent those operations are in furtherance of the performance of this Agreement, shall apply only to applicants and employees who would be or are performing work in furtherance of this Agreement, and shall apply when the physical location of the employment or prospective employment of an individual is wholly or substantially within the City of San Francisco. Chapter 12 T shall not apply when the application in a particular context would conflict with federal or state law or with a requirement of a government agency implementing federal or state law.
10.15 Public Access to Nonprofit Records and Meetings. If Contractor receives a cumulative total per year of at least $\$ 250,000$ in City funds or City-administered funds and is a non-profit organization as defined in Chapter 12L of the San Francisco Administrative Code, Contractor must comply with the City's Public Access to Nonprofit Records and Meetings requirements, as set forth in Chapter 12L of the San Francisco Administrative Code, including the remedies provided therein.
10.16 Food Service Waste Reduction Requirements. Contractor shall comply with the Food Service Waste Reduction Ordinance, as set forth in San Francisco Environment Code Chapter 16, including but not limited to the remedies for noncompliance provided therein.
10.17 Sugar-Sweetened Beverage Prohibition. Contractor agrees that it will not sell, provide, or otherwise distribute Sugar-Sweetened Beverages, as defined by San Francisco Administrative Code Chapter 101, as part of its performance of this Agreement.
10.18 Tropical Hardwood and Virgin Redwood Ban. Pursuant to San Francisco Environment Code Section 804(b), the City urges Contractor not to import, purchase, obtain, or use for any purpose, any tropical hardwood, tropical hardwood wood product, virgin redwood or virgin redwood wood product.
10.19 Reserved. (Preservative Treated Wood Products)

## Article 11 General Provisions

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

| To CITY: | Office of Contract Management and Compliance Department of Public Health |  |  |
| :---: | :---: | :---: | :---: |
|  | 1380 Howard Street, Room 420B <br> San Francisco, California 94103 | e-mail: | annalie.eusebio@sfdph.org |
| And: | Elizabeth Davis, Program Manager Contract Development and Technical Assistance 1380 Howard Street, $5^{\text {th }}$ Floor |  |  |
|  | San Francisco, CA 94103 | e-mail: | elizabeth.davis@sfdph.org |
| To CONTRACTOR: | Lynn Dolce, CEO <br> Edgewood Center for Children \& Families <br> 1801 Vicente Street <br> San Francisco, CA 94116 | e-mail: | LynnD@edgewood.org |

Any notice of default must be sent by registered mail. Either Party may change the address to which notice is to be sent by giving written notice thereof to the other Party. If email notification is used, the sender must specify a receipt notice.
11.2 Compliance with Americans with Disabilities Act. Contractor shall provide the Services in a manner that complies with the Americans with Disabilities Act (ADA), including but not limited to Title II's program access requirements, and all other applicable federal, state and local disability rights legislation.

### 11.3 Reserved.

11.4 Sunshine Ordinance. Contractor acknowledges that this Agreement and all records related to its formation, Contractor's performance of Services, and City's payment are subject to the California Public Records Act, (California Government Code $\S 6250$ et. seq.), and the San Francisco Sunshine Ordinance, (San Francisco Administrative Code Chapter 67). Such records are subject to public inspection and copying unless exempt from disclosure under federal, state or local law.
11.5 Modification of this Agreement. This Agreement may not be modified, nor may compliance with any of its terms be waived, except as noted in Section 11.1, "Notices to Parties," regarding change in personnel or place, and except by written instrument executed and approved in the same manner as this Agreement. Contractor shall cooperate with Department to submit to the Director of CMD any amendment, modification, supplement or change order that would result in a cumulative increase of the original amount of this Agreement by more than 20\% (CMD Contract Modification Form).

### 11.6 Dispute Resolution Procedure.

11.6.1 Negotiation; Alternative Dispute Resolution. The Parties will attempt in good faith to resolve any dispute or controversy arising out of or relating to the performance of services under this Agreement. If the Parties are unable to resolve the dispute, then, pursuant to San Francisco Administrative Code Section 21.36, Contractor may submit to the Contracting Officer a written request for administrative review and documentation of the Contractor's claim(s). Upon such request, the Contracting Officer shall promptly issue an administrative decision in writing, stating the reasons for the
action taken and informing the Contractor of its right to judicial review. If agreed by both Parties in writing, disputes may be resolved by a mutually agreed-upon alternative dispute resolution process. If the parties do not mutually agree to an alternative dispute resolution process or such efforts do not resolve the dispute, then either Party may pursue any remedy available under California law. The status of any dispute or controversy notwithstanding, Contractor shall proceed diligently with the performance of its obligations under this Agreement in accordance with the Agreement and the written directions of the City. Neither Party will be entitled to legal fees or costs for matters resolved under this section.
11.6.2 Government Code Claim Requirement. No suit for money or damages may be brought against the City until a written claim therefor has been presented to and rejected by the City in conformity with the provisions of San Francisco Administrative Code Chapter 10 and California Government Code Section 900, et seq. Nothing set forth in this Agreement shall operate to toll, waive or excuse Contractor's compliance with the California Government Code Claim requirements set forth in San Francisco Administrative Code Chapter 10 and California Government Code Section 900, et seq.
11.6.3 Health and Human Service Contract Dispute Resolution Procedure. The Parties shall resolve disputes that have not been resolved administratively by other departmental remedies in accordance with the Dispute Resolution Procedure set forth in Appendix G incorporated herein by this reference.
11.7 Agreement Made in California; Venue. The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in San Francisco.
11.8 Construction. All paragraph captions are for reference only and shall not be considered in construing this Agreement.
11.9 Entire Agreement. This contract sets forth the entire Agreement between the parties, and supersedes all other oral or written provisions. This Agreement may be modified only as provided in Section 11.5, "Modification of this Agreement."
11.10 Compliance with Laws. Contractor shall keep itself fully informed of the City's Charter, codes, ordinances and duly adopted rules and regulations of the City and of all state, and federal laws in any manner affecting the performance of this Agreement, and must at all times comply with such local codes, ordinances, and regulations and all applicable laws as they may be amended from time to time.
11.11 Severability. Should the application of any provision of this Agreement to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this Agreement shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the parties and shall be reformed without further action by the parties to the extent necessary to make such provision valid and enforceable.
11.12 Cooperative Drafting. This Agreement has been drafted through a cooperative effort of City and Contractor, and both Parties have had an opportunity to have the Agreement reviewed and revised by legal counsel. No Party shall be considered the drafter of this Agreement, and no
presumption or rule that an ambiguity shall be construed against the Party drafting the clause shall apply to the interpretation or enforcement of this Agreement.
11.13 Order of Precedence. Contractor agrees to perform the services described below in accordance with the terms and conditions of this Agreement, implementing task orders, any RFPs, and any Contractor's proposals. RFPs and Contractor's proposals are incorporated by reference as though fully set forth herein. Should there be a conflict of terms or conditions, this Agreement and any implementing task orders shall control over the RFP and the Contractor's proposal.

## Article 12 Department Specific Terms

### 12.1 Third Party Beneficiaries.

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

### 12.2 Exclusion Lists and Employee Verification. Upon hire and monthly thereafter,

 Contractor will check the exclusion lists published by the Office of the Inspector General (OIG), General Services Administration (GSA), and the California Department of Health Care Services (DHCS) to ensure that any employee, temporary employee, volunteer, consultant, or governing body member responsible for oversight, administering or delivering state or federally-funded services who is on any of these lists is excluded from (may not work in) your program or agency. Proof of checking these lists will be retained for seven years.
### 12.3 Certification Regarding Lobbying.

CONTRACTOR certifies to the best of its knowledge and belief that:
A. No federally appropriated funds have been paid or will be paid, by or on behalf of CONTRACTOR to any persons for influencing or attempting to influence an officer or an employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the entering into of any federal cooperative agreement, or the extension, continuation, renewal, amendment, or modification of a federal contract, grant, loan or cooperative agreement.
B. If any funds other than federally appropriated funds have been paid or will be paid to any persons for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan or cooperative agreement, CONTRACTOR shall complete and submit Standard Form -111, "Disclosure Form to Report Lobbying," in accordance with the form's instructions.
C. CONTRACTOR shall require the language of this certification be included in the award documents for all subawards at all tiers, (including subcontracts, subgrants, and contracts under grants, loans and cooperation agreements) and that all subrecipients shall certify and disclose accordingly.
D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $\$ 10,000$ and not more than $\$ 100,000$ for each such failure.

### 12.4 Materials Review.

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

### 12.5 Emergency Response.

CONTRACTOR will develop and maintain an Agency Disaster and Emergency Response Plan containing Site Specific Emergency Response Plan(s) for each of its service sites. The agency-wide plan should address disaster coordination between and among service sites. CONTRACTOR will update the Agency/site(s) plan as needed and CONTRACTOR will train all employees regarding the provisions of the plan for their Agency/site(s). CONTRACTOR will attest on its annual Community Programs' Contractor Declaration of Compliance whether it has developed and maintained an Agency Disaster and Emergency Response Plan, including a site specific emergency response plan for each of its service site. CONTRACTOR is advised that Community Programs Contract Compliance Section staff will review these plans during a compliance site review. Information should be kept in an Agency/Program Administrative Binder, along with other contractual documentation requirements for easy accessibility and inspection.

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

## Article 13 Data and Security

### 13.1 Nondisclosure of Private, Proprietary or Confidential Information.

13.1.1 If this Agreement requires City to disclose "Private Information" to Contractor within the meaning of San Francisco Administrative Code Chapter 12M, Contractor and subcontractor shall use such information only in accordance with the restrictions stated in Chapter 12M and in this Agreement and only as necessary in performing the Services. Contractor is subject to the enforcement and penalty provisions in Chapter 12M.
13.1.2 In the performance of Services, Contractor may have access to City's proprietary or confidential information, the disclosure of which to third parties may damage City. If City discloses proprietary or confidential information to Contractor, such information must be held by Contractor in confidence and used only in performing the Agreement. Contractor shall exercise the same standard of care to protect such information as a reasonably prudent contractor would use to protect its own proprietary or confidential information.

### 13.2 Reserved. (Payment Card Industry ("PCI") Requirements.)

### 13.3 Business Associate Agreement.

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

## The parties acknowledge that CONTRACTOR will:

1. $\searrow$ Do at least one or more of the following:
A. Create, receive, maintain, or transmit PHI for or on behalf of CITY/SFDPH (including storage of PHI , digital or hard copy, even if Contractor does not view the PHI or only does so on a random or infrequent basis); or
B. Receive PHI, or access to PHI, from CITY/SFDPH or another Business Associate of City, as part of providing a service to or for CITY/SFDPH, including legal, actuarial, accounting, consulting, data aggregation, management, administrative, accreditation, or financial; or
C. Transmit PHI data for CITY/SFDPH and require access on a regular basis to such PHI. (Such as health information exchanges (HIEs), e-prescribing gateways, or electronic health record vendors)

## FOR PURPOSES OF THIS AGREEMENT, CONTRACTOR IS A BUSINESS ASSOCIATE OF CITY/SFDPH, AS DEFINED UNDER HIPAA. CONTRACTOR MUST COMPLY WITH AND COMPLETE THE FOLLOWING ATTACHED DOCUMENTS, INCORPORATED TO THIS AGREEMENT AS THOUGH FULLY SET FORTH HEREIN:

a. Appendix E SFDPH Business Associate Agreement (BAA) (04-12-2018)

1. SFDPH Attestation 1 PRIVACY (06-07-2017)
2. SFDPH Attestation 2 DATA SECURITY (06-07-2017)
3. $\square$ NOT do any of the activities listed above in subsection 1;

Contractor is not a Business Associate of CITY/SFDPH. Appendix E and attestations are not required for the purposes of this Agreement.

## Appendix E and attestations are not required. <br> This option requires review and approval from the Office of Compliance and Privacy Affairs.

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

## Article 14 MacBride And Signature

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

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

## CITY

Recommended by:


## CONTRACTOR

Edgewood Center for Children and Families


Supplier ID: 0000020937

Approved as to Form:
Dennis J. Herrera
City Attorney


Approved:


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

## Appendix A <br> Scope of Services - DPH Behavioral Health Services

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

## 1. Terms

## A. Contract Administrator:

In performing the Services hereunder, Contractor shall report to Maximilian Rocha, Contract Administrator for the City, or his / her designee.
B. Reports:

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

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

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

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

## F. Admission Policy:

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

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

## H. Grievance Procedure:

Contractor agrees to establish and maintain a written Client Grievance Procedure which shall include the following elements as well as others that may be appropriate to the Services: (1) the name or title of the person or persons authorized to make a determination regarding the grievance; (2) the opportunity for the aggrieved party to discuss the grievance with those who will be making the determination; and (3) the right of a client dissatisfied with the decision to ask for a review and recommendation from the community advisory board or planning council that has purview over the aggrieved service. Contractor shall provide a copy of this procedure, and any amendments thereto, to each client and to the Director of Public Health or his/her designated agent (hereinafter referred to as "DIRECTOR"). Those clients who do not receive direct Services will be provided a copy of this procedure upon request.
I. Infection Control, Health and Safety:
(1) Contractor must have a Bloodborne Pathogen (BBP) Exposure Control plan as defined in the California Code of Regulations, Title 8, Section 5193, Bloodborne Pathogens (http://www.dir.ca.gov/title8/5193.html), and demonstrate compliance with all requirements including, but not limited to, exposure determination, training, immunization, use of personal protective equipment and safe needle devices, maintenance of a sharps injury log, post-exposure medical evaluations, and recordkeeping.
(2) Contractor must demonstrate personnel policies/procedures for protection of staff and clients from other communicable diseases prevalent in the population served. Such policies and procedures shall include, but not be limited to, work practices, personal protective equipment, staff/client Tuberculosis (TB) surveillance, training, etc.
(3) Contractor must demonstrate personnel policies/procedures for Tuberculosis (TB) exposure control consistent with the Centers for Disease Control and Prevention (CDC) recommendations for health care facilities and based on the Francis J. Curry National Tuberculosis Center: Template for Clinic Settings, as appropriate.
(4) Contractor is responsible for site conditions, equipment, health and safety of their employees, and all other persons who work or visit the job site.
(5) Contractor shall assume liability for any and all work-related injuries/illnesses including infectious exposures such as BBP and TB and demonstrate appropriate policies and procedures for
reporting such events and providing appropriate post-exposure medical management as required by State workers' compensation laws and regulations.
(6) Contractor shall comply with all applicable Cal-OSHA standards including maintenance of the OSHA 300 Log of Work-Related Injuries and Illnesses.
(7) Contractor assumes responsibility for procuring all medical equipment and supplies for use by their staff, including safe needle devices, and provides and documents all appropriate training.
(8) Contractor shall demonstrate compliance with all state and local regulations with regard to handling and disposing of medical waste.
J. Aerosol Transmissible Disease Program, Health and Safety:
(1) Contractor must have an Aerosol Transmissible Disease (ATD) Program as defined in the California Code of Regulations, Title 8, Section 5199, Aerosol Transmissible Diseases (http://www.dir.ca.gov/Title8/5199.html), and demonstrate compliance with all requirements including, but not limited to, exposure determination, screening procedures, source control measures, use of personal protective equipment, referral procedures, training, immunization, post-exposure medical evaluations/follow-up, and recordkeeping.
(2) Contractor shall assume liability for any and all work-related injuries/illnesses including infectious exposures such as Aerosol Transmissible Disease and demonstrate appropriate policies and procedures for reporting such events and providing appropriate post-exposure medical management as required by State workers' compensation laws and regulations.
(3) Contractor shall comply with all applicable Cal-OSHA standards including maintenance of the OSHA 300 Log of Work-Related Injuries and Illnesses.
(4) Contractor assumes responsibility for procuring all medical equipment and supplies for use by their staff, including Personnel Protective Equipment such as respirators, and provides and documents all appropriate training.
K. Acknowledgment of Funding:

Contractor agrees to acknowledge the San Francisco Department of Public Health in any printed material or public announcement describing the San Francisco Department of Public Healthfunded Services. Such documents or announcements shall contain a credit substantially as follows: "This program/service/activity/research project was funded through the Department of Public Health, City and County of San Francisco."
L. Client Fees and Third Party Revenue:
(1) Fees required by Federal, state or City laws or regulations to be billed to the client, client's family, Medicare or insurance company, shall be determined in accordance with the client's ability to pay and in conformance with all applicable laws. Such fees shall approximate actual cost. No additional fees may be charged to the client or the client's family for the Services. Inability to pay shall not be the basis for denial of any Services provided under this Agreement.
(2) Contractor agrees that revenues or fees received by Contractor related to Services performed and materials developed or distributed with funding under this Agreement shall be used to increase the gross program funding such that a greater number of persons may receive Services.

Accordingly, these revenues and fees shall not be deducted by Contractor from its billing to the City, but will be settled during the provider's settlement process.
M. DPH Behavioral Health Services (BHS) Electronic Health Records (EHR) System

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

All applicable Patients' Rights laws and procedures shall be implemented.
O. Under-Utilization Reports:

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

CONTRACTOR agrees to develop and implement a Quality Improvement Plan based on internal standards established by CONTRACTOR applicable to the SERVICES as follows:
(1) Staff evaluations completed on an annual basis.
(2) Personnel policies and procedures in place, reviewed and updated annually.
(3) Board Review of Quality Improvement Plan.
Q. Working Trial Balance with Year-End Cost Report

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

The program has a written internal Harm Reduction Policy that includes the guiding principles per Resolution \# 10-00 810611 of the San Francisco Department of Public Health Commission.
S. Compliance with Behavioral Health Services Policies and Procedures

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

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

## U. Clinics to Remain Open:

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

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

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

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

## V. Compliance with Grant Award Notices:

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

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

## 2. Description of Services

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

Detailed description of services are listed below and are attached hereto
Appendix A-1 Counseling Enriched Education Program
Appendix A-2 Residentially-Based Treatment (RBT)
Appendix A-3 Behavioral Health Outpatient
Appendix A-4 Therapeutic Behavioral Services (TBS)
Appendix A-5 Wraparound (WRAP)

# Appendix A-6 Early Childhood Mental Health Consultation Initiative (ECMHCI) 

Appendix A-7 School-Based Behavioral Health Services
Appendix A-8 Crisis, Triage and Assessment Center (CTAC)
Appendix A-9 Kinship Behavioral Health Outpatient
3. Services Provided by Attorneys. Any services to be provided by a law firm or attorney to the City must be reviewed and approved in writing in advance by the City Attorney. No invoices for services provided by law firms or attorneys, including, without limitation, as subcontractors of Contractor, will be paid unless the provider received advance written approval from the City Attorney.

\author{

1. Identifiers: <br> Program Name: Counseling Enriched Education Program <br> Program Address: 1801 Vicente Street <br> City, State, ZIP: San Francisco, CA 94116 <br> Telephone: (415) 681-3211/FAX: (415) 664-7094 <br> Website Address: www.edgewood.org <br> Contractor Address: (same as above) <br> Person Completing this Narrative: Keri Kirby <br> Telephone: (415) 595-9292 <br> Email Address: kerik@edgewood.org
}

Program Code: 8858OP

## 2. Nature of Document:

## $\boxtimes$ New $\square$ Renewal $\square$ Modification

## 3. Goal Statement:

Edgewood Center's Non-Public School/Counseling Enriched Education Program NPS/CEEP ( 8858 OP ) is designed to provide intervention and treatment to improve functioning of youth 5-21 years of age so they may transition to a less restrictive school placement and be able to tolerate the demands of more mainstream educational and community settings. To accomplish this goal, the program will focus on the reduction of behavioral health symptoms experienced by the youth and reduction in behaviors that prevent successful integration in a typical classroom

## 4. Target Population:

Edgewood's NPS/CEEP program is designed to serve the following target populations:

- Children and adolescents ages 5-21 that have not been successful in regular school settings and can benefit from a short-term, structured milieu setting.
- Children and adolescents who have been diagnosed with serious emotional disturbance which interferes with daily functioning in the areas of family, school/work, peer relationships and/or personal care, including disorders such as Mood disorders, Post-Traumatic Stress and other anxiety disorders, Oppositional Defiant and other behavioral disorders, and others often with concurrent substance abuse issues.
- Children and adolescents who are full scope Medi-Cal beneficiaries, living in their community with families, kin, foster home or lower level group home, and authorized to be in NPS/CEEP with the approval of SFUSD through the IEP process and in coordination with SF CBHS.

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

OP-MH Svcs, OP-Case Mgt Brokerage, OP-Crisis Intervention, OP-Medication Support

## 6. Methodology:

A. Outreach, recruitment, promotion, and advertisement as necessary.

The Edgewood NPS/CEEP program works collaboratively with families, SFUSD, out of county school districts and other county partners to continuously communicate about openings and coordinate best placements when this intensive level of service is required and authorized.

The appropriateness of the client for the NPS/CEEP is based on the following criteria:

- The primary diagnosis shall indicate moderate to severe psychiatric difficulty, which is not manageable within the child's home, community or public school (i.e. less restrictive settings). Children with IEPS Enter the Edgewood Center through their school district IEP process;
- The child is not physically handicapped to an extent that would restrict participation in the physical activity that is part of the program;
- The child is determined to require assessment, support and stabilization, or long-term treatment; and
- The child's problems are likely to respond to a program of psychosocial, psychiatric, and educational interventions.

Placement in the NPS/CEEP is not appropriate for children whose clinical presentation includes:

- Greater than moderate intellectual disability;
- Existence of an acute, current psychotic state requiring psychiatric hospitalization;
- Presence of active suicidal behavior;
- Physical, neurological or mental health needs better served in other specialized treatment facilities, or whose at-risk status suggests a hospital setting;
- History of significant sexual predatory behavior;
- Family refusal to engage in ongoing treatment;
- Youth who have alcohol and/or other substance use disorders better treated at a specialized substance use treatment program or specialized co-occurring disorders program.
Any youth who is not admitted to a program for any of these reasons can reapply for admission in the future, and can be admitted if the conditions that prohibited admission in the first place no longer pertain.


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

The appropriateness of a child's enrollment in the NPS/CEEP is also based upon age, sex, and type of problem, as they relate to the existing population in the school building under consideration. Once a referral is made to Edgewood, the steps to determine eligibility and gather information typically begin within 24 hours of initial contact with the agency. An acceptance of a referral for intake evaluation is not equivalent to admission into the program. The referring agency, the family, or Edgewood may terminate the intake at any point should it become clear it would not be feasible to continue.

When a referral appears appropriate for the NPS/CEEP, a request is made to the referring agency and/or parent to forward all information that is pertinent to the services being requested including:

- Education records and individual educational plans (IEP's);
- School reports;
- Family, placement, and social history;
- Mental health treatment history;
- Psychological and psychiatric evaluation(s);
- Medical history; and,
- Discharge summaries (from hospitalizations or other placements).

The Intake Department works collaboratively with the referring agency and parents to arrange releases of information necessary to facilitate the intake process and assessment. In particular, the Intake Department collaborates with former school placements, and whenever possible, the family members, of the child by conducting extensive phone work to obtain information not contained in written reports. Especially when documents lack information on a child's status or whereabouts over a period of time, efforts must be applied to research that period. The absence of records may indicate no one was watching out for the welfare of the child who was left unprotected or otherwise neglected; obviously, tracking down information for such periods can yield background information critical to constructing a comprehensive, rich historical understanding of the child's life experiences.

The Intake Department typically responds to referring agencies regarding acceptance or rejection of referral within a two week period, and if a referral is denied, the reasons are documented in the case record. Where appropriate, Edgewood will give information and referrals for persons it cannot serve.

Although planned placements are preferred, emergency placements will be considered under very rare circumstances. If a child is accepted in an emergency situation, documents such as treatment agreements, medication consent and immunization records are mandatory prior to admission.

## C. Service delivery model

NPS/CEEP services at Edgewood are provided by multidisciplinary staff in the context of the school day in order to connect the mental health support to each child's daily real-world challenges. Services include a consistent therapeutic milieu staffed by qualified mental health professionals; individual, group and family psychotherapy; expressive arts and recreational therapeutic groups; medical and psychiatric treatment: and comprehensive care management. The program is based upon Individualized Educational Programs (IEPs) with an emphasis on core academic curriculum modified as needed for the individual student. The program is designed to accelerate their learning by diagnosing their specific learning needs and providing an individualized program to help them move towards grade level standards as quickly as possible.

The Non-Public School/Counseling Enriched Education program is located on Edgewood Center's Campus, 1801 Vicente Street. The program is organized into two settings of up to 60 youth, located in a different multi-room building and serving both boys and girls. The Elementary and Middle School programs operate from 8:30am-2:30pm on Monday, Tuesday, Thursday, and Friday and 8:30am-1:15pm on Wednesday. The High School operates from 8:30am-2:30pm on Monday, Tuesday, Thursday, and Friday and 8:30am2:30pm on Wednesday.

Treatment is family-focused, strengths-based, and trauma-informed with the goal of helping youth develop the skills necessary to thrive in their relationships and natural environments (e.g., home, school, and workplace).

Program service components: Edgewood's services are guided by a core belief that children, youth, and families are best served and supported in the context of their unique family system, culture, and community. The agency is also committed to developing and integrating our services with local partners to ensure that children, youth, and families can become self-reliant.

Practices/curricula used in program: The program operates on an extended school year-round calendar, is multi-disciplinary in approach, and provides a range of services including:

## Clinical Services

- Individual Psychotherapy
- Group Psychotherapy
- Family Psychotherapy
- Individual Rehabilitation
- Family Conferences
- Case Management
- Collateral Support
- Crisis Intervention
- Discharge Planning


## Medical Services

- Psychiatric Care
- Medication
- Nursing Services
- Nutritional Counseling


## Therapeutic Milieu

- Community Meetings
- Behavior/Emotional Management
- Therapeutic Arts \& Recreation
- Life Skills Coaching
- Rehabilitative Groups
- Community Involvement
- Crisis Intervention

Individualized Treatment Plans of Care ( POC ) are developed for each child and family. These plans are developed through a multidisciplinary process that strives to put youth and families at the center of decisionmaking. To meet this end, the following steps are taken for each youth:

Initial Mental Health Assessment is completed within the first 30 days. The therapist/care manager utilizes the Child and Adolescent Needs and Strengths (CANS) to complete a full mental health assessment. The CANS is as a multi-purpose tool developed to support decision making, including level of care and service planning, to facilitate quality improvement initiatives, and to allow for the monitoring of outcomes of services. The assessment services to establish medical necessity for specialist mental health services. CANS Assessments will be completed for each client on an annual basis; the cycle will be kept in sync with the episode opening date.

Treatment Plan of Care Development: An initial Treatment Plan of Care (POC) is completed within the first 30 days. The therapist/care manager incorporates observations of the child in the milieu, information emerging from individual therapy, initial family work, collateral contacts and results of the comprehensive Child and Adolescent Needs and Strengths (CANS) assessment, to develop an integrative treatment plan. The Plan of Care is completed prior to providing mental health services. The Plan of Care is reviewed and signed by the child, parent/caregiver and legal guardian and is placed in the case record. The plan specifies the overall course of treatment that will lead to successful discharge. It serves as the guiding directive upon which all interventions are based and describes how, and by whom, all services will be provided. A number of goals are developed to address the child's and family's needs and may include areas such as mental health, school behavior functioning, psychiatric needs, and family/community involvement. These goals are linked to shorter-term objectives that are translated into concrete treatment actions in the milieu, educational program, therapies and psychiatric treatment. Every Treatment Plan of Care thereafter will be due on an annual cycle; however, a Treatment Plan of Care can be created at any time within the year if the plan needs to be altered.

Treatment Team Meetings: The Treatment Team is the central component of the service planning process. Treatment Teams structurally put caregivers and families in the center of our work and create a system of collaboration among the family, service providers, and other key stakeholders. Treatment Teams include the child, her/his family, the clinician/therapist, care manager, treatment manager(s), primary child care worker(s), psychiatrist, teacher, psychiatric nurse, recreation program representative, and external persons involved with the child (e.g., Child Welfare Worker, Court Appointed Special Advocate/CASA, lawyer, etc.). The first Treatment Team Meeting occurs within the first 45 days of placement. Ongoing Treatment Team meetings occur at minimum every 12 weeks thereafter. These meetings are utilized to monitor the
response of the child and family to treatment; to assess, re-define or alter short-or long-term treatment goals; to consider alternative treatment strategies; and to assess the readiness of the child and family for discharge and aftercare services.

## D. Discharge Planning and exit criteria and process

Discharge Planning: The following two criteria for discharge are expected to be met: a) Child or youth can be safely treated at an alternative level of care; b) Individualized discharge plan with appropriate and timely follow-up care is in place.

In addition to $(a)$ and (b) above, any one or more of criteria must be met:

- Child or adolescent's documented treatment plan goals and objectives have been substantially met or a safe, continuing care program can be arranged and facilitated at an alternate level of care.
- Child or adolescent no longer meets admission criteria, or meets criteria for a less or more intensive level of care.
- Child/adolescent or family member, guardian, or custodians are competent but non-participatory in treatment or in following the program rules and regulations.
- There is non-participation by youth to such a degree that treatment at this level of care is rendered ineffective.
- Consent for treatment is withdrawn, and it is determined that the child or adolescent, parent, or guardian has the capacity to make an informed decision.
- Child or adolescent is not making progress toward treatment goals despite persistent efforts to engage her or him, and there is no reasonable expectation of progress at this level of care; nor is the level of care required to maintain the current level of function.

As discharge approaches, we coordinate closely with all parties to ensure that there are successful "connectors" to make the transition as smooth as possible. Examples of this include, but are not limited to: Therapeutic Behavioral Services (TBS) and outpatient mental healith services. Additionally, the treatment team works diligently together to consistently follow through on rituals and other plans that have proven to be successful for clients and families. Some examples of this include, good bye parties, transition scrapbooks chronicling the client's treatment through pictures and quotes, visiting the next school placement and other individualized relationship-based rituals created between the client and staff they have worked with during their treatment.

## E. Describe your program's staffing:

See corresponding Appendix B Salaries and Benefits page.

## 7. Objectives and Measurements:

a. Standardized Objectives

All objectives, and descriptions of how objectives will be measured, are contained in the BHS document entitled BHS CYF Performance Objectives FY18-19. Edgewood Center for Children and Families will comply with all performance objectives with the exception of A6. Due to the severity of clients served Edgewood will be exempt from this performance obiective.
b. Individualized Objectives

N/A

## 8. Continuous Quality Improvement (CQI):

Quality Assurance (QA) is a continuous process and occurs across all programs, services, and departments. The responsibility of $Q A$ is shared between direct care providers, supervisors, directors, and quality assurance staff. QA staff work closely with providers and supervisors around areas of documentation, HIPAA, confidentiality, special incidents, client grievances, as well as any other issues or concerns that impact the environment of continuous quality improvement.

All staff are introduced into a Continuous Quality Improvement (CQI) environment at the agency's New Hire orientation. At New Hire, CQI concepts are reviewed and staff are informed of their responsibility in the CQI process. While in orientation, opportunities for CQI participation are identified. They can include daily activities such as participating in Peer or Chart Reviews, focus groups, encouraging client/caregiver to complete research measures such as satisfaction surveys, and reporting any activity in their daily activities that could be improved upon.

Program teams and QA staff review and analyze client satisfaction results, outcome data, program productivity, critical incidents and delivery of culturally competent services to identify areas for improvement and inform changes in agency practice. Through Quality Improvement (QI) activities, areas for improvement are identified. QA staff provide timely feedback directly to program staff and supervisors on areas to correct and improve. QA staff identify patterns in documentation/practice and follow up with supervisors to develop a plan of correction, as needed. Corrective plans are reviewed and monitored until desired results occur. Continuous follow up is required to maintain improved levels.

The QA team consists of the Director of Quality Improvement and two Quality Assurance staff that support programs across the agency. The QA team supports and monitors the following list of QA activities that are currently in place:

1. Achievement of contract performance objectives and productivity

- Edgewood reviews contract performance objectives and productivity data annually and develops action plans based on the data. The plan of action includes training, increased oversight by supervisors and QA staff and tracking of data to measure progress over time.

2. Quality of documentation, including a description of the frequency and scope of internal chart audits

- Initial documentation training is provided during New Hire Orientation. Managers provide ongoing supervision and support in gaining competency with documentation with documentation standards. QA staff also review staff documentation and provide ongoing training and support, as needed, in either face-to-face or online formats
- All staff receives regular supervision. Individual supervisors are responsible for reviewing documentation (assessments, CANS, treatment plans, progress notes, and all other relevant paperwork) for accuracy and adherence to all Medi-Cal and agency documentation standards. In addition to initial review by supervisors, QA staff also performs QA review of documentation. QA staff review for paperwork completion, timeliness, and compliance with all internal and external documentation expectations. QA staff work collaboratively with supervisors to provide feedback and track errors/improvement requests until completion.
- PURCQ is held once a month and more frequently as needed. The PURCQ process is led by Clinical Supervisors and supported by QA staff. During the PURCQ process, supervisors review client diagnosis, impairment criteria, and effectiveness of interventions provided in order to
demonstrate ongoing medical and service necessity for the length of treatment. QA staff support the process by reviewing completion of paperwork within required timelines. It is only after review in the PURCQ process that services are authorized as billable through the agency electronic health record.
- Peer reviews are held quarterly. During peer reviews, staff review client documentation including assessments, CANS, treatment plans, progress notes, authorizations, and all other relevant paperwork. Client diagnosis, supporting rationale, impairment criteria and linkage to goals/objectives, effectiveness of interventions provided. Progress notes are also reviewed for technical errors as well as clinical relevance to treatment outlined in the service plan.
- Chart review is ongoing. QA staff regularly review client documentation for technical and clinical accuracy. Chart review may also occur upon staff transitions (departures, transfers, staff change, etc.) to ensure completion of the client record and to coordinate a smooth transition to a new service provider. Chart review may also be triggered as a result of findings in a peer review or when regular QA review of documents reveals a pattern of concern. Errors are tracked and corrected. Depending on the severity of the deficiencies, this may trigger an improvement plan for the staff or program, which may include additional training or oversight by QA staff.

3. Cultural Competency of staff and services

- Weekly individual and group clinical supervision address issues of culture and diversity. Any such issues arising from CANS are also addressed in supervision. Training needs are communicated to the training department.

4. Satisfaction with services

- Edgewood programs participate in the CBHS consumer perception survey process. Findings from client satisfaction surveys and program performance objectives are reviewed bi-annually by program staff and agency leadership. Information is analyzed and areas for improvement are identified. In areas that fall below expected results, corrective plans are implemented and activities are monitored until desired results occur. Continuous follow up is required to maintain improved levels.

5. Timely completion and use of outcome data, including CANS and/or ANSA data

- Client paperwork timelines are tracked upon admission through the electronic health record. Direct service providers receive regular notification of documentation timelines and requirements. Paperwork timeliness and use of CANS and/or ANSA is reviewed during the PURCQ process every six months. CANS items and identified needs are reviewed to confirm that prioritized needs are being addressed and clients are making progress towards established goals and objectives. QA staff support the process by reviewing completion of paperwork within required timelines. It is only after review in the PURCQ process that services are authorized as billable through the agency electronic health record


## 9. Required Language:

N/A

## 1. Identifiers:

Program Name: Residentially-Based Treatment (RBT)
Program Address: 1801 Vicente Street
City, State, Zip Code: San Francisco, CA 94116
Telephone: (415) 682-3211/FAX: (415) 664-7094
Website: www.edgewood.org
Contractor Address: (same as above)
Name of Person Completing this Narrative: Keri Kirby
Telephone: (415) 595-9292
Email Address: kerik@edgewood.org

Program Code: 88584
2. Nature of Document (check one)

New $\quad \square$ Renewal $\quad \square$ Modification

## 3. Goal Statement

The goal of Edgewood's Residentially-Based Treatment (RBT) is to provide intervention and treatment to improve functioning of Seriously Emotionally Disturbed (SED) children and adolescents so they may transition to a lower level of care and build permanency.

## 4. Target Population

Edgewood's Residential-Based Treatment (RBT) program is licensed by the State of California Department of Social Services to provide twenty-four-hour-a-day, seven-day-a-week ("24/7") care for children and youth with Serious Emotional Disturbance (SED).

Edgewood's RBT program is designed to serve the following target populations:

- Children and adolescents ages 6-17 that have not been successful in lower levels of care.
- Children and adolescents who have been diagnosed with Serious Emotional Disturbance (SED) which interferes with daily functioning in the areas of family, school/work, peer relationships and/or personal care, including disorders such as Mood disorders, Post-Traumatic Stress and other anxiety disorders, Oppositional Defiant and other behavioral disorders, and others often with concurrent substance abuse issues.


## 5. Modality(ies)/Interventions

OP-MH Svcs, OP-Case Mgt Brokerage, OP-Crisis Intervention, OP-Medication Support

## 6. Methodology

A. Describe how your program conducts outreach, recruitment, promotion, and advertisement.

Edgewood maintains close communication with SF HSA, SF CBHS, SF Probation, and SFUSD and is represented at the weekly San Francisco Multi-Agency Service Team (MAST) meeting. Edgewood
also maintains close communication with all other school districts and social service agencies served through the Residential-Based Treatment program to communicate about openings and coordinate best placements when this intensive level of service is required and authorized.

## B. Describe your program's admission, enrollment and/or intake criteria and process where applicable.

Program Eligibility Criteria: The appropriateness of the child for the Residentially-Based Treatment is based on the following criteria:

- The primary diagnosis shall indicate moderate to severe psychiatric difficulty, which is not manageable within the child's home, community or public school (i.e. less restrictive settings);
- The child is not physically handicapped to an extent that would restrict participation in the physical activity that is part of the program;
- The child is determined to require assessment, support and stabilization, or long-term treatment; and
- The child's problems are likely to respond to a program of psychosocial, psychiatric, and educational interventions.
Placement in the Residentially-Based Treatment is not appropriate for children whose clinical presentation includes:
- Greater than moderate intellectual disability;
- Diagnosis of Autism with pervasive communication challenges;
- Existence of an acute, current psychotic state requiring psychiatric hospitalization;
- Presence of active suicidal behavior;
- Physical, neurological or mental health needs better served in other specialized treatment facilities, or whose at-risk status suggests a hospital setting;
- History of significant sexual predatory behavior;
- Family refusal to engage in ongoing treatment;
- Pregnant teens, or teens with babies; and
- Youth who have alcohol and/or other substance use disorders better treated at a specialized substance use treatment program or specialized co-occurring disorders program.

All cases are assessed individually by the Intake Committee to determine the appropriateness of Edgewood Residentially-Based Treatment as a placement option.

Admission Process: The appropriateness of a child's enrollment in the Residential Treatment Program is also based upon age, sex, and type of problem, as they relate to the existing population in the cottage under consideration. Fiscal responsibilities are also considered; there must be a guarantee of financial resources sufficient to compensate the cost of treatment before admission can occur. Once a referral is made to Edgewood, the steps to determine eligibility and gather information typically begin within 24 hours of initial contact with the agency.

An acceptance of a referral for intake evaluation is not equivalent to admission into the program. The referring agency, the family, or Edgewood may terminate the intake at any point should it become clear it would not be feasible to continue.

## Contract ID \#: 1000010030

When a referral appears appropriate for residential services, a request is made to the referring agency and/or parent to forward all information that is pertinent to the services being requested including:

- Family, placement, and social history;
- Mental health treatment history;
- Psychological and psychiatric evaluation(s);
- Medical history;
- Education records and individual educational plans (IEP's);
- School reports; and,
- Discharge summaries (from hospitalizations or other placements).

The Intake Department works collaboratively with the referring agency and parents to arrange releases of information necessary to facilitate the intake process and assessment. In particular, the intake Department collaborates with former caregivers, and whenever possible, the family members, of the child by conducting extensive phone work to obtain information not contained in written reports. Especially when documents lack information on a child's status or whereabouts over a period of time, efforts must be applied to research that period. The absence of records may indicate no one was watching out for the welfare of the child who was left unprotected or otherwise neglected; obviously, tracking down information for such periods can yield background information critical to constructing a comprehensive, rich historical understanding of the child's life experiences.

The Intake Department typically responds to referring agencies regarding acceptance or rejection of referral within a two week period, and if a referral is denied, the reasons are documented in the case record. Where appropriate, Edgewood will give information and referrals for persons it cannot serve.

Although planned placements are preferred, emergency placements will be considered under very rare circumstances. If a child is accepted in an emergency situation, documents such as treatment agreements, medication consent and immunization records are mandatory prior to admission.

Pre-placement Visit: A member of the Intake Department meets with the child, family and/or referral person to help the child understand the reasons placement is being sought, as well as to describe the treatment program itself, encouraging and answering questions of all parties. The family is informed that family participation is essential to treatment, that families are made very welcome at Edgewood, and are considered to be an integral component of successful treatment. The child will tour the facility and meet with staff from the prospective cottage to which s/he may be admitted, as well as visit the non-public school, if relevant. On occasion, because of immediacy of placement need or geographic factors, a child may be scheduled for admission without a pre-placement visit.

Final Placement Decision Review: After the visit, information gathered during the admission process is reviewed by the Intake Committee which includes the Medical Director, Intake Director, and Behavioral Health Directors. The Intake Committee then carefully reviews the information and discusses the child's behaviors and the capacity of the program to manage and improve such behaviors given the current client population, staff expertise and the physical environment. When indicated, additional psychological testing, psychiatric evaluation, or other necessary information is requested prior to a final decision to accept a child for placement. Once accepted for admission, a date, time, and other factors in regard to placement are determined, and the family is and/or referral agency are notified in writing.

Contract ID \#: 1000010030
On occasion, because of specific problems, an evaluation period with the child in residency may be required before placement is confirmed. Evaluation periods, if required, are indicated in an initial assessment report.

Waiting List Policy: Edgewood Center strives to provide smooth and timely access to agency program services. On rare occasions, existing circumstances result in a temporary inability of a program to serve new referrals. When a referral to Residential Treatment has been deemed appropriate, yet there is a delay in the program's ability to have the child/youth enter, the Intake Department will provide the referral source a projected entrance date and/or offer to place the child/youth on a wait list. The wait list is maintained by the Intake Department. In general, potential clients are added to the list in ascending order from the earliest date of request for service to the most recent.

## C. Describe your program's service delivery model

Edgewood RBT services includes comprehensive mental health services to children and adolescents aged 6-17 who have been unsuccessful in their homes or lower levels of care due to severe behavioral and mental health issues. The program runs twenty-four-hour-a-day, seven-day-a-week (" $24 / 7$ "). Services are provided by multidisciplinary staff and include a consistent therapeutic milieu staffed by qualified mental health professionals; individual, group and family psychotherapy; expressive arts and recreational therapeutic groups; medical and psychiatric treatment; and comprehensive care management. These therapeutic interventions and activities occur throughout the day and night, including afternoons and evenings and over the weekend. Individualized Care Plans are developed for each child and family. These plans are developed through a multidisciplinary process that strives to put families at the center of decision-making.
The general goal of Edgewood's RBT program is to meet the mental health needs of children and youth who face serious emotional challenges, as well as to their families, in order to facilitate successful reintegration into more mainstream community settings and home environments. To meet this end, the following steps are taken:

Individualized Treatment Plans of Care (POC) are developed for each youth and family. These plans are developed through a multidisciplinary process that strives to put youth and families at the center of decisionmaking. To meet this end, the following steps are taken for each youth:

Intake Screening and Inifial Safety Goals: At Intake, the Mini-Child and Adolescent Needs and Strengths (CANS) Assessment is completed, along with several screening tools. The Intake Clinician takes this information, and client/parent/legal guardian report, and identifies two initial safety-related goals that will be the focus of treatment until the comprehensive Plan of Care (POC) is developed.

Plan of Care Development: An initial Plan of Care (POC) is completed within the first 30 days. The therapist/care manager incorporates observations of the child in the milieu, information emerging from individual therapy, initial family work, collateral contacts and results of the comprehensive Child and Adolescent Needs and Strengths (CANS) assessment, to develop an integrative plan. This Plan of Care is reviewed and signed by the child, parent/caregiver and legal guardian and is placed in the case record. The plan specifies the overall course of treatment that will lead to successful discharge. It serves as the guiding directive upon which all interventions are based and describes how, and by whom, all services will be provided. A number of goals are developed to address the child's and family's needs and may include areas such as mental health, school behavior functioning, psychiatric needs, and family/community
involvement. These goals are linked to shorter-term objectives that are translated into concrete treatment actions in the milieu, educational program, therapies and psychiatric treatment.

Care Team Meetings: The Care Team is the central component of the service planning process. Care Teams structurally put caregivers and families in the center of our work and create a system of collaboration among the family, service providers, and other key stakeholders. Care Teams include the child, her/his family, the clinician/therapist, care manager, treatment manager(s), primary child care worker(s), psychiatrist, teacher, psychiatric nurse, recreation program representative, and external persons involved with the child (e.g., Child Welfare Worker, Court Appointed Special Advocate/CASA, lawyer, etc.). The first Care Team Meeting occurs within the first 45 days of placement. Ongoing Care Team meetings occur at minimum every 12 weeks thereafter. These meetings are utilized to monitor the response of the child and family to treatment; to assess, re-define or alter short-or long-term treatment goals; to consider alternative treatment strategies; and to assess the readiness of the child and family for discharge and aftercare services.

Internal Treatment Team Reviews: Treatment Teams consisting of Treatment Managers and the client's therapist meet on a monthly basis to monitor progress, ensure consistency of milieu-based interventions, and amend treatment actions as needed. Behavior Support and Intervention Plans (BSIPs) developed in these meetings are shared with the child and family.

## D. Describe your program's exit criferia and process

A preliminary discharge plan is generated at the time of intake. A working discharge plan is then developed in collaboration with the Care Team within 45 days of admission. This plan is assessed on a quarterly basis at minimum throughout the course of treatment to ensure that the Care Team members are actively discussing, altering, and amending as needed the goals to match successfully fulfilling a thorough discharge plan to an appropriate setting. Over the entire duration of a child's treatment, RBT Care Teams meet approximately every three months; however they can occur more frequently based on the acuity of the child's or family's situation, or at the request of any of the treatment team members for any reason.
As a client's stability adjusts over time, the frequency of the discussion of discharge proves more and more important to ensure that the child and the family remain abreast and involved in their goal for discharge in real-time. In our family-centered model, it is imperative that the child and the family can understand the growth and decline of progress and how this impacts the discharge plan, so that they can feel best equipped to utilize the other treatment team members in determining how best to adjust in order to remain focused on a successful transition.
Ideally, youth are discharged when treatment goals are met and an appropriate aftercare service has been put into place. It is best when the family, county worker and Edgewood staff all agree on this. As discharge approaches, we coordinate closely with all parties to ensure that there are successful "connectors" to make the transition as smooth as possible. Examples of this include, but are not limited to: Therapeutic Behavioral Services (TBS), outpatient mental health services and Wraparound care. Additionally, the treatment team works diligently together to consistently follow through on rituals and other plans that have proven to be successful for clients and families. Some examples of this include, good bye parties, transition scrapbooks chronicling the client's treatment through pictures and quotes, visiting the next school placement and other individualized relationship-based rituals created between the client and staff they have worked with during their treatment.

## E. Describe your program's staffing:

See corresponding Appendix B Salaries and Benefits page.

## 7. Objectives and Measurements:

## A. Standardized Objectives

All objectives, and descriptions of how objectives will be measured, are contained in the BHS document entitled BHS CYF Performance Objectives FY18-19. Edgewood Center for Children and Families will comply with all performance objectives with the exception of A6. Due to the severity of clients served Edgewood will be exempt from this performance objective.

## B. Individualized Objectives

N/A

## 8. Continuous Quality Improvement (CQI):

Quality Assurance (QA) is a continuous process and occurs across all programs, services, and departments. The responsibility of QA is shared between direct care providers, supervisors, directors, and quality assurance staff. QA staff work closely with providers and supervisors around areas of documentation, HIPAA, confidentiality, special incidents, client grievances, as well as any other issues or concerns that impact the environment of continuous quality improvement.

All staff are introduced into a Continuous Quality Improvement (CQI) environment at the agency's New Hire orientation. At New Hire, CQI concepts are reviewed and staff are informed of their responsibility in the CQI process. While in orientation, opportunities for CQI participation are identified. They can include daily activities such as participating in Peer or Chart Reviews, focus groups, encouraging client/caregiver to complete research measures such as satisfaction surveys, and reporting any activity in their daily activities that could be improved upon.

Program teams and QA staff review and analyze client satisfaction results, outcome data, program productivity, critical incidents and delivery of culturally competent services to identify areas for improvement and inform changes in agency practice. Through Quality Improvement (QI) activities, areas for improvement are identified. QA staff provide timely feedback directly to program staff and supervisors on areas to correct and improve. QA staff identify patterns in documentation/practice and follow up with supervisors to develop a plan of correction, as needed. Corrective plans are reviewed and monitored until desired results occur. Continuous follow up is required to maintain improved levels.

The QA team consists of the Director of Quality Improvement and two Quality Assurance staff that support programs across the agency. The QA team supports and monitors the following list of QA activities that are currently in place:

## 1. Achievement of contract performance objectives and productivity

- Edgewood reviews contract performance objectives and productivity data annually and develops action plans based on the data. The plan of action includes training, increased oversight by supervisors and QA staff and tracking of data to measure progress over time.

2. Quality of documentation, including a description of the frequency and scope of internal chart audits

- Initial documentation training is provided during New Hire Orientation. Managers provide ongoing supervision and support in gaining competency with documentation with documentation standards. QA staff also review staff documentation and provide ongoing training and support, as needed, in either face-to-face or online formats
- All staff receives regular supervision. Individual supervisors are responsible for reviewing documentation (assessments, CANS, treatment plans, progress notes, and all other relevant paperwork) for accuracy and adherence to all Medi-Cal and agency documentation standards. In addition to initial review by supervisors, QA staff also performs QA review of documentation. QA staff review for paperwork completion, timeliness, and compliance with all internal and external documentation expectations. QA staff work collaboratively with supervisors to provide feedback and track errors/improvement requests until completion.
- PURCQ is held once a month and more frequently as needed. The PURCQ process is led by Clinical Supervisors and supported by QA staff. During the PURCQ process, supervisors review client diagnosis, impairment criteria, and effectiveness of interventions provided in order to demonstrate ongoing medical and service necessity for the length of treatment. QA staff support the process by reviewing completion of paperwork within required timelines. It is only after review in the PURCQ process that services are authorized as billable through the agency electronic health record.
- Peer reviews are held quarterly. During peer reviews, staff review client documentation including assessments, CANS, treatment plans, progress notes, authorizations, and all other relevant paperwork. Client diagnosis, supporting rationale, impairment criteria and linkage to goals/objectives, effectiveness of interventions provided. Progress notes are also reviewed for technical errors as well as clinical relevance to treatment outlined in the service plan.
- Chart review is ongoing. QA staff regularly review client documentation for technical and clinical accuracy. Chart review may also occur upon staff transitions (departures, transfers, staff change, etc) to ensure completion of the client record and to coordinate a smooth transition to a new service provider. Chart review may also be triggered as a result of findings in a peer review or when regular $Q A$ review of documents reveals a pattern of concern. Errors are tracked and corrected. Depending on the severity of the deficiencies, this may trigger an improvement plan for the staff or program, which may include additional training or oversight by QA staff.

3. Cultural Competency of staff and services

- Weekly individual and group clinical supervision address issues of culture and diversity. Any such issues arising from CANS are also addressed in supervision. Training needs are communicated to the training department.

4. Satisfaction with services

- Edgewood programs participate in the CBHS consumer perception survey process. Findings from client satisfaction surveys and program performance objectives are reviewed bi-annually by program staff and agency leadership. Information is analyzed and areas for improvement are identified. In
areas that fall below expected results, corrective plans are implemented and activities are monitored until desired results occur. Continuous follow up is required to maintain improved levels.

5. Timely completion and use of outcome data, including CANS and/or ANSA data

- Client paperwork timelines are tracked upon admission through the electronic health record. Direct service providers receive regular notification of documentation timelines and requirements. Paperwork timeliness and use of CANS and/or ANSA is reviewed during the PURCQ process every six months. CANS items and identified needs are reviewed to confirm that prioritized needs are being addressed and clients are making progress towards established goals and objectives. QA staff support the process by reviewing completion of paperwork within required timelines. It is only after review in the PURCQ process that services are authorized as billable through the agency electronic health record.

9. Required Language:

N/A

## 1. Identifiers:

Program Name: Behavioral Health Outpatient

Program Address: \#620-3801 $3^{\text {rd }} \mathrm{St}$.
City, Staie, Zip Code: San Francisco, CA 94124
Telephone (415) 681-3211 / FAX: (415) 375-7579
Website: www.edgewood.org

Contractor Address: 1801 Vicente Street
City, State, Zip Code: San Francisco, CA 94116
Name of Person Completing this Narrative: Robin Acker, MFT
Telephone: (415) 682-3102
Email Address: RobinA@edgewood.org

Program Code(s): 885814
2. Nature of Document:
$\boxtimes$ New $\square$ Renewal $\square$ Modification

## 3. Goal Statement:

The goal of the Behavioral Health Outpatient program is to provide mental health services to San Francisco residents, and to seek to make outpatient mental health, case management and medication support services more accessible to them.

## 4. Target Population:

Edgewood will serve youth who are in need of a mental health assessment and meet medical necessity for behavioral health services as defined by SF CBHS. Specific target populations addressed by this program include:

- Youth and families ages 4-18 throughout San Francisco
- Youth and families in San Francisco's behavioral health, foster care, kinship, and juvenile justice systems.
- Youth and families who are eligible for Medi Cal for behavioral health services.
- Youth and families in which the youth has an Individualized Education Plan (IEP) with educationally related mental health services (ERMHS) approved by SFUSD.
- Youth and families with co-occurring disorders who present with multiple needs.


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

OP-MH Svcs, OP-Case Mgt Brokerage, OP-Crisis Intervention, OP-Medication Support, OS-Community Client Services

## 6. Methodology:

## A. Describe how your program conducts outreach, recruitment, promotion, and advertisement.

Outreach and recruitment is generally conducted in collaboration between program leadership, i.e. program manager and/or clinical supervisor, SFUSD school staff, and DPH staff, and internally between programs (ie. Kinship), though anyone can refer a client for services.

## B. Describe your program's admission, enrollment and/or intake criteria and process where applicable.

Upon receiving a referral intake coordinator (generally the program manager) will confirm Medi-cal coverage and/or ERMHS status utilizing an insurance or social security number. Once coverage is confirmed the referral is reviewed for appropriateness, e.g. age of client, needs, etc. Once coverage and needs are determined to be valid, Clinical Program Manager assigns the case to a therapist who will contact the caregiver to either set up an initial meeting for assessment or relay waiting list status. If a wait is apparent intake coordinator will offer other referral options.

## C. Describe your program's service delivery model

Outpatient clinicians generally provide weekly services at the school, home, or other community location to children and youth 4-18 years of age. The modality will be based on a thorough assessment utilizing the CANS assessment tool and a formulation of goals. Interventions will be age and developmentally appropriate with a family (systemic) focus. Treatment progress is tracked throughout and goals are updated annually. Collaboration and case management with the family, school staff and others are consistent throughout the assessment and treatment phase, which may include weekly individual therapy and family therapy. Appropriate referrals are made as indicated.

## D. Describe your program's exit criteria and process

Individualized treatment goals are established in conjunction with the client, caregiver, and often the school team. Achievement of goals and the discontinuation of services will be decided via collaboration with the clinician, client, and caregiver, and step-down services, such as individual to group only, are generally considered.

## E. Describe your program's staffing:

See corresponding Appendix B Salaries and Benefits page.

## 7. Objectives and Measurements:

## A. Standardized Objectives

All objectives, and descriptions of how objectives will be measured, are contained in the BHS document entitled BHS CYF Performance Objectives FY18-19. Edgewood Center for Children and Families will comply with all performance objectives except for D. 19 and D.20, and also with the exception of A6. Due to the severity of clients served Edgewood will be exempt from this performance objective.

## B. Individualized Objectives

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N / A
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## 8. Continuous Quality Improvement (CQI):

Edgewood is a CBHS funded provider and will meet the Community Programs Continuous Quality Assurance and Improvement requirements as described in the FY 18-19 Declaration of Compliance. All staff are introduced into a Continuous Quality Improvement (CQI) environment at the agency's New Hire orientation. At New Hire, CQI concepts are reviewed and staff are informed of their responsibility in the CQI process.

Quality Improvement (QI) is a continuous process and occurs across all programs, services, and departments. Quality Assurance (QA) staff work closely with providers and supervisors around areas of documentation, HIPAA, confidentiality, special incidents, client grievances, as well as any other issues or concerns that impact the environment of continuous quality improvement. Program teams and QA staff regularly review and analyze client satisfaction results, outcome data, program productivity, critical incidents, and delivery of culturally competent services to identify areas for improvement and inform changes in agency practice. QA staff identify patterns in documentation and practice and provide timely feedback to providers and supervisors to develop a plan of correction, as needed. Corrective plans are reviewed and monitored until desired results occur. Continuous follow up is required to maintain improved levels.
The CQl team consists of the Behavioral Health Director, the Clinical Supervisor and the QA Manager. The team meets once/month to review and monitor performance objectives and to identify training needs, as well as policy and procedure improvement needs.

## 1. Achievement of contract performance objectives and productivity

The Clinical Supervisor and Behavioral Health Director provide weekly efficiency reports measured against annual goals. The Clinical Supervisor and QA team review and monitor 1) the initial CANS assessment, the initial Treatment Plan of Care in Avatar, the Closing Summary and Discharge CANS, the initial requests for services recorded in the Avatar Timely Access Log, and height, weight and blood pressure entries using the new Avatar Vitals Entry Form to ensure data quality and timeliness.
2. Quality of documentation, including a description of the frequency and scope of internal chart audits

Opening of annual packets are reviewed in PURQC in accordance with DPH guidelines for filing by the PURQC Committee. The QA team and Clinical Supervisor review all progress notes. The Clinical Supervisor monitors and enforces deadlines for all documentation. Quarterly peer review and internal chart audits monitor the quality of documentation and lead to feedback \& training for clinicians, if indicated.

## 3. Cultural Competency of staff and services

Weekly individual and group clinical supervision address issues of culture and diversity. Any such issues arising from CANS are also addressed in supervision. Training needs are communicated to the training department.

## 4. Satisfaction with services

Programs participate in annual client satisfaction surveys and provide opportunities for feedback from clients and caregivers. Our program standard is a 24 hour timeline for responding to client questions or complaints.

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5. Timely completion and use of outcome data, including CANS and/or ANSA data

The Clinical supervisor and QA team monitor charts to ensure that clinicians meet county deadlines. Outcome data from CANS is reviewed and discussed in PURQC. Minutes of CQI meetings, internal audit results, Portal/Avatar reports and descriptions of monitoring processes are maintained in the program administrative binder.

## 9. Required Language:

N/A

1. Identifiers:

Program Name: Therapeutic Behavioral Services (TBS)
Program Address: 1801 Vicente Street
City, State, Zip Code: San Francisco, CA 94116
Telephone (415) 681-3211/ FAX: (415) 664-7094
Website: www.edgewood.org
Contracior Address: (same as above)
Name of Person Completing this Narrative: Robin Acker, MFT
Telephone: (415) 682-3102
Email Address: RobinA@edgewood.org

Program Code(s): 885818

## 2. Nature of Document:

$\boxtimes$ New $\square$ Renewal $\square$ Modification

## 3. Goal Statement:

The overall goal of Therapeutic Behavioral Services (TBS) is to reduce the severity, intensity, and frequency of the target behaviors that are jeopardizing a child's ability to successfully step down to and/or remain in a lower level of care.

## 4. Target Population:

Edgewood will provide TBS to severely emotionally disturbed children and youth through age 21 , including:

- EPSDT Medi-Cal eligible children, youth and TAY (and caretakers when available) at risk of being placed in a residential treatment center level 12 or above
- Youth stepping down from a level 12 or 14 residential placement to a lower level out of home placement or to a caregiver's home.
- Youth, including TAY, who are at risk of psychiatric hospitalization
- Youth who have been psychiatrically hospitalized and continue to be at risk of re-hospitalizations.
- TAY and their families moving from Children's service systems to Adult service systems.


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

OP-TBS, OP-Case Mgt Brokerage

## 6. Methodology:

## A. Oułreach, recruitment, promotion, and advertisement as necessary.

TBS manager communicates with the leadership of treatment partners, for example Oakes Children's Center, Family Mosaic Project, Edgewood Intensive and Out Patient Services, to inform them about the service, determine needs and support any TBS referrals that are necessary. TBS manager also regularly consults with the San Francisco County TBS Coordinator to keep them up to date on openings and caseload capacity.

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

TBS referrals for a TBS assessment are generally made by a case manager or therapist. In order to qualify for the assessment client must have full scope Medi-Cal, be under the age of 21 and meet medical necessity. Client must also meet TBS class and clinical criteria. Clients are referred to TBS for the following reasons; to prevent placement in a higher level of residential care, to prevent acute psychiatric hospitalization, or to enable client to successfully transition to a lower level residential placement.

## C. Service delivery model

TBS is not a stand-alone service. It is intended to supplement other specialty mental health services by addressing target behaviors or symptoms that endanger the child/youth's current living situation or planned transition to a lower level of placement. Using the well-supported technique of functional behavior analysis, an Edgewood TBS Coach works with children, youth, their families, and their natural and professional supports to:

- Determine the driving forces behind the symptoms and behaviors;
- Examine the different environments and occasions in which the behavior occurs; and
- Analyze the resulting data to understand what the child is attempting to accomplish with the behavior.

The Coach creates a behavior plan that outlines maladaptive target behaviors, teaches youth how to eliminate target behaviors and use more adaptive behaviors, instructs caregivers and professionals what to do when these behaviors arise, and includes culturally appropriate replacement behaviors, benchmarks (i.e. objectives), and a well-supported discharge plan. The behavior plan is discussed with the youth and their Care Team members to promote coordinated care and meaningful discharge planning. Based on results of the functional behavior analysis, the Coach selects appropriate TBS interventions to teach the child or youth adaptive replacement skills and to have natural supports promote these skills. In addition to working with the youth, the Coach also works with the caregiver to provide them with skills to communicate with youth and respond effectively to youth's challenging behavior. Skill sets used by Coaches are directly adopted from various evidence-based practices including Cognitive Behavioral Therapy, Dialectical Behavioral Therapy, and Trauma Focused Cognitive Behavioral Therapy.

Contract ID \#: 1000010030

TBS is a 24/7 home based service and services generally last $3-6$ months. TBS collaborates closely with other providers and uses CANS for the purpose of assessment.

## D. Discharge Planning and exit criteria and process

During the assessment phase a transition plan is developed, when client meets established benchmarks or the service is demined to be ineffective TBS will close the case after transitioning skills to longer term providers and caregivers.

## E. Program staffing:

See corresponding Appendix B Salaries and Benefits page.

## 7. Objectives and Measurements:

## A. Standardized Objectives

All objectives, and descriptions of how objectives will be measured, are contained in the BHS document entitled BHS CYF Performance Objectives FY18-19. Edgewood Center for Children and Families will comply with all performance objectives with the exception of A6. Due to the severity of clients served Edgewood will be exempt from this performance objective.
B. Individualized Objectives

N/A

## 8. Continuous Quality Improvement (CQI):

Edgewood is a CBHS funded provider and will meet the Community Programs Continuous Quality Assurance and Improvement requirements as described in the FY 18-19 Declaration of Compliance. All staff are introduced into a Continuous Quality Improvement (CQI) environment at the agency's New Hire orientation. At New Hire, CQl concepts are reviewed and staff are informed of their responsibility in the CQl process.

Quality Improvement (QI) is a continuous process and occurs across all programs, services, and departments. Quality Assurance (QA) staff work closely with providers and supervisors around areas of documentation, HIPAA, confidentiality, special incidents, client grievances, as well as any other issues or concerns that impact the environment of continuous quality improvement. Program teams and $Q A$ staff regularly review and analyze client satisfaction results, outcome data, program productivity, critical incidents, and delivery of culturally competent services to identify areas for improvement and inform changes in agency practice. QA staff identify patterns in documentation and practice and provide timely feedback to providers and supervisors to develop a plan of correction, as needed. Corrective plans are reviewed and monitored until desired results occur. Continuous follow up is required to maintain improved levels.
The CQI team consists of the Behavioral Health Director, the TBS Manager and the QA Manager. The team meets once/month to review and monitor performance objectives and to identify training needs, as well as policy and procedure improvement needs.

1. Achievement of contract performance objectives and productivity

The TBS Manager and Behavioral Health Director provide weekly efficiency reports measured against annual goals. The TBS Manager and QA team review and monitor 1) the initial CANS assessment, the initial Treatment Plan of Care in Avatar, the Closing Summary and Discharge CANS, and the initial requests for services recorded in the Avatar Timely Access Log to ensure data quality and timeliness.
2. Quality of documentation, including a description of the frequency and scope of internal chart audits

Opening of annual packets are reviewed in PURQC in accordance with DPH guidelines for filing by the PURQC Committee. The QA team and TBS Manager review all progress notes. The TBS Manager monitors and enforces deadlines for all documentation. Quarterly peer review and internal chart audits monitor the quality of documentation and lead to feedback \& training for clinicians, if indicated.

## 3. Cultural Competency of staff and services

Weekly individual and group clinical supervision address issues of culture and diversity. Any such issues arising from CANS are also addressed in supervision. Training needs are communicated to the training department.

## 4. Satisfaction with services

Programs participate in annual client satisfaction surveys and provide opportunities for feedback from clients and caregivers. Our program standard is a 24 hour timeline for responding to client questions or complaints.
5. Timely completion and use of outcome data, including CANS and/or ANSA data

The TBS Manager and QA team monitor charts to ensure that clinicians meet county deadlines. Outcome data from CANS is reviewed and discussed in PURQC. Minutes of CQI meetings, internal audit results, Portal/Avatar reports and descriptions of monitoring processes are maintained in the program administrative binder.

## 9. Required Language:

N/A

## 1. Identifiers:

Program Name: Wraparound (WRAP)
Program Address: 1801 Vicente Street
City, State, Zip Code: San Francisco, CA 94116
Telephone (415) 682-3211/FAX: (415) 664-7094
Website: www.edgewood.org
Contractor Address: (same as above)
Name of Person Completing this Narrative: Robin Acker, MFT
Telephone: (415) 682-3102
Email Address: RobinA@Edgewood.org
Program Code: 885819

## 2. Nature of Document:

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 New }\square\mathrm{ Renewal }\square\mathrm{ Modification
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## 3. Goal Statement:

The goal of Edgewood's Wraparound (WRAP) services program is to provide the skills and support necessary for youth to function in their communities in family and family-like environments. WRAP principles and practices, including youth and family voice and choice, comprehensive assessment and intervention techniques are used for youth at risk or stepping down from RCL level 10-14 programming. Intervention and treatment are comprehensive and focused on permanency planning.

## 4. Target Population:

Children and youth through age 21 who are referred by SF CBHS. SF HSA, SFUSD, and SF Probation. Referred youth will be stepping down from group and residential care or at risk of stepping up into a higher level of care

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

OP-MH Svcs, OP-Case Mgt Brokerage, OP-Crisis Intervention, OP-Medication Support

## 6. Methodology:

A. Outreach, recruitment, promotion, and advertisement as necessary.

Clients for Edgewood's WRAP are identified via the weekly San Francisco County Multi-Agency Services Team (MAST) meeting. Clients/families are presented by their county case workers and/or probation officer. An Edgewood Behavioral Health Director, along with other SF agencies, are present at the MAST meetings and conduct regular outreach to Human Service Agency (HSA) supervisors to ensure appropriate clients are identified and referred.

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

Once a client is approved for WRAP by MAST, further intake procedure is managed by an assigned Care Coordinator. The Care Coordinator gathers legal consent for services and collects additional information from the Legal Guardian. The Care Coordinator then schedules a meeting time with the client and his/her
family to introduce them to WRAP services. This meeting is to assist the youth, family, and/or guardian in understanding the reasons services are being sought, as well as to describe the treatment programs, encouraging and answering questions of all parties. The Family Specialist and Family Partner will often accompany the Care Coordinator as needed. The family/caregiver is informed that participation is an integral component of the program.

## Prior to day of admission:

- Acquire MAST referral packet from partnership with Seneca contact.
- The Program Manager will assign the case to a Care Coordinator, Family Specialist and Family Partner.
- Care Coordinator will establish contact with legal guardian, day of receiving MAST referral packet. Care Coordinator will schedule meeting time with legal guardian to obtain consent to begin treatment.


## Day of admission:

- Care Coordinator will obtain written consent and gather emergency contact forms by the legal guardian.
- Care Coordinator develops and establishes a Coping \& Safety Plan with the client/family. The plan gets forwarded to partnership at Seneca Center; they in turn utilize the plan if/when an incident occurs after working hours with Seneca Rapid Response.
- Care Coordinator will obtain all previous and pertinent assessments (i.e. psychological, substance abuse, psycho-educational, medical).
- Obtain provider, family and youth goals for treatment including:
- strengths and vulnerabilities
- successful interventions and coping skills utilized in the past
- family connectedness - short term goals - long term goals (including discharge options)
- Disseminate necessary information about the youth's case to staff that will be working directly with the youth and family (e.g. psychiatrist, therapist, nursing staff, child care workers, educators).
- Assess and compile a list of individuals involved in the youth's system including, but not limited to, family members, public agency staff, other providers or persons in the community.
- Development and Implementation of a safety plan and initial mental health goals.


## Within 30 days of the admission:

- CANS Initial Mental Health Assessment \& CANS Treatment Plan or Care are completed.
- A Family Support Team (FST) meeting including family members/caretakers, all pertinent providers, natural supports and resources and program staff will meet to affirm the treatment plan, safety plan, permanency plan, stabilization goals, and discharge plans.


## C. Service delivery model

SF Wraparound services will be provided to client and families within about a 90 mile radius of San Francisco, at the time and location that best suits their needs. The duration of SF Edgewood Wraparound services usually lasts up to 18 months. There must be a minimum of one face-to-face contact with the client and caregiver per week. However, face-to-face contact usually occurs 2-3 times per week. Services are meant to ensure that foster youth with intensive needs receive medically necessary mental health services

1) in their home, a family setting, or the most homelike setting appropriate to their needs, and 2) in order to facilitate reunification and to meet their needs for safety, permanence, and well-being.

The Engagement phase is the first phase of treatment in WRAP. Key focus areas of the Engagement phase are: introduction and explanation of services; getting consents for treatment signed by legal guardian; gaining greater understanding from the referral worker of why the referral was made; gaining an understanding from the client/caregiver about their perspective of issues at hand; building rapport and trust; building the team by identifying and engaging with as many of the client/caregivers' natural supports as possible; meeting with the client/caregiver to complete the CANS; developing the initial treatment plan of care; beginning to address any concerns related to connectedness or permanency; completing a safety plan and addressing any immediate safety needs; convening identified team members for an initial Family Support Team meeting.

Care Coordinators, Family Specialists and Family Partner are available during regular business hours of 9:00-5:00pm. San Francisco Edgewood Wrap currently sub-contracts with Seneca Center. In regards to oncall supports to SF Wrap clients, Seneca Center's 24 Rapid Response hotline is an option utilized and included in the safety plan.

For San Francisco Wraparound clients that are deemed Katie A clients, the following services are delivered: Assessment, Plan Development, Intensive Home Based Services, Intensive Care Coordination and Crisis Intervention. For San Francisco Wraparound client's that are not deemed, Katie A clients, the following services are delivered: Assessment, Plan Development, Collateral, Individual Rehabilitation, Case Management and Crisis Intervention.

## D. Discharge Planning and exit criteria and process

A preliminary discharge plan is generated at the time of intake. A working discharge plan is then developed in collaboration with the Family Support Team within 30 days of admission. This plan is assessed on a monthly basis throughout the course of treatment to ensure that the Family Support Team members are actively discussing, altering, and amending the plan as needed.
Ideally, clients are discharged when treatment goals are met and an appropriate aftercare service has been put into place. It is best when the family, county worker and Edgewood staff all agree on this. As discharge approaches, we coordinate closely with all parties to ensure that there are successful "connectors" to make the transition as smooth as possible. Examples of this include, but are not limited to: Therapeutic Behavioral Services (TBS), outpatient mental health services, etc. Additionally, the treatment team works diligently to follow through on rituals and other plans that have proven to be successful for clients and families. Some examples of this include good bye parties, a graduation ceremony, transition scrapbooks chronicling the client's treatment through pictures and quotes, etc.

## E. Program staffing:

See corresponding Appendix B Salaries and Benefits page.

## 7. Objectives and Measurements:

## A. Standardized Objectives

All objectives, and descriptions of how objectives will be measured, are contained in the BHS document entitled BHS CYF Performance Objectives FY18-19. Edgewood Center for Children and

Families will comply with all performance objectives except for D. 19 and D.20, and also with the exception of A6. Due to the severity of clients served Edgewood will be exempt from this performance objective.

## B. Individualized Objectives

N/A

## 8. Continuous Quality Improvement (CQI):

Edgewood is a CBHS funded provider and will meet the Community Programs Continuous Quality Assurance and Improvement requirements as described in the FY 18-19 Declaration of Compliance. All staff are introduced into a Continuous Quality Improvement (CQI) environment at the agency's New Hire orientation. At New Hire, CQl concepts are reviewed and staff are informed of their responsibility in the CQl process.

Quality Improvement (QI) is a continuous process and occurs across all programs, services, and departments. Quality Assurance (QA) staff work closely with providers and supervisors around areas of documentation, HIPAA, confidentiality, special incidents, client grievances, as well as any other issues or concerns that impact the environment of continuous quality improvement. Program teams and QA staff regularly review and analyze client satisfaction results, outcome data, program productivity, critical incidents, and delivery of culturally competent services to identify areas for improvement and inform changes in agency practice. QA staff identify patterns in documentation and practice and provide timely feedback to providers and supervisors to develop a plan of correction, as needed. Corrective plans are reviewed and monitored until desired results occur. Continuous follow up is required to maintain improved levels.
The CQI team consists of the Behavioral Health Director, the Clinical Supervisor and the QA Manager. The team meets once/month to review and monitor performance objectives and to identify training needs, as well as policy and procedure improvement needs.

1. Achievement of contract performance objectives and productivity

The Program Manager and Behavioral Health Director provide weekly efficiency reports measured against annual goals. The Clinical Supervisor and QA team review and monitor 1) the initial CANS assessment, the initial Treatment Plan of Care in Avatar, the Closing Summary and Discharge CANS, the initial requests for services recorded in the Avatar Timely Access Log, and height, weight and blood pressure entries using the new Avatar Vitals Entry Form to ensure data quality and timeliness.
2. Quality of documentation, including a description of the frequency and scope of internal chart audits

Opening of annual packets are reviewed in PURQC in accordance with DPH guidelines for filing by the PURQC Committee. The QA team and Clinical Supervisor review all progress notes. The Clinical Supervisor monitors and enforces deadlines for all documentation. Quarterly peer review and internal chart audits monitor the quality of documentation and lead to feedback \& training for clinicians, if indicated.

## 3. Cultural Competency of staff and services

Weekly individual and group clinical supervision address issues of culture and diversity. Any such issues arising from CANS are also addressed in supervision. Training needs are communicated to the training department.

## 4. Satisfaction with services

Programs participate in annual client satisfaction surveys and provide opportunities for feedback from clients and caregivers. Our program standard is a 24 hour timeline for responding to client questions or complaints.
5. Timely completion and use of outcome data, including CANS and/or ANSA data

The Clinical supervisor and QA team monitor charts to ensure that clinicians meet county deadlines. Outcome data from CANS is reviewed and discussed in PURQC. Minutes of CQl meetings, internal audit results, Portal/Avatar reports and descriptions of monitoring processes are maintained in the program administrative binder.
9. Required Language:

N/A

## 1. Identifiers:

Program Name: Early Childhood Mental Health Consultation Initiative (ECMHCI)
Program Address: 1801 Vicente Street
City, State, Zip Code: San Francisco, CA 94116
Telephone: (415) 681-3211/FAX: (415) 682-1065
Website: www.edgewood.org
Contractor Address: (same as above)
Name of Person Completing this Narrative: Jenny McTackett
Telephone: 415 682-3281
Email Address: JennyM@edgewood.org
Program Code(s): N/A

## 2. Nature of Document:

$\boxtimes$ New $\square$ Renewal $\square$ Modification
3. Goal Statement: ECMHCI seeks to improve children's readiness to enter kindergarten, to strengthen and support families, and to support continuous quality improvement of high quality early care and education programs.
4. Target Population: The target population is staff who care for and educate children (birth to 5 years). The children in their care fit into one or more of the following demographic categories:

- At-risk for developmental delays
- Families who participate in CaIWORKs and/or are eligible to receive CaIWORKS subsidized early care and education
- Families who participate in Preschool for All sites
- Who receive or are eligible to receive subsidized early care and education
- Reside in homeless or domestic violence shelters
- Whose families receive services and support at one of the Family Resource Centers that are served by the ECMHCI.
- Whose families receive substance abuse treatment and support at designated treatment facilities or programs

Contracior Name: Edgewood Center for Children and Families
Appendix A-6
City Fiscal Year: 2018-2019
07/01/2018

## Contract ID \#: 1000010030

| Site Name | Classrooms | \# of Children | \# of Staff | \# of Hours/week | Funding Sources | Site Type |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Wu Yee Head Start Hunter's Point/Kirkwood | 5 | 46 | 12 | 16 | DCYF | ECE |
| Wu Yee Head Start South East | 2 | 44 | 6 | 7 | HSA | ECE |
| Wu Yee Head Start Potrero Hill | 2 | 28 | 8 | 8 | HSA | ECE |
| CCFC Heritage Home | 3 | 30 | 9 | 6 | DCYF | ECE |
| CCFC John King | 3 | 30 | 11 | 6 | DCYF | ECE |
| CCFC Leland | 4 | 48 | 13 | 8 | DCYF | ECE |
| CCFC Tucker | 2 | 25 | 6 | 4 | DCYF | ECE |
| CCFC Mary Lane | 3 | 26 | 13 | 8 | HSA | ECE |
| CCFC Glide | 1 | 6 | 2 | 4 | HSA | ECE |
| CCFC <br> Richmond | 3 | 60 | 5 | 4 | HSA | ECE |
| SFUSD San Miguel | 5 | 90 | 14 | 16 | HSA | ECE |
| SFUSD Presidio | 12 | 210 | 10 | 16 | MHSA | ECE |
| SFUSD Charles Drew | 4 | 68 | 8 | 8 | MHSA | ECE |
| SFUSD Leola Havard | 3 | 39 | 10 | 16 | HSA | ECE |
| SFUSD Bessie Carmichael | 3 | 53 | 6 | 8 | DCYF | ECE |
| $\begin{aligned} & \text { SFUSD } \\ & \text { Raphael Weill } \end{aligned}$ | 2 | 30 | 9 | 8 | HSA | ECE |
| SFUSD Starr King | 1 | 20 | 4 | 8 | HSA | ECE |
| FCCQN | Up to 31 | $\begin{aligned} & \text { Projected } \\ & 100+ \end{aligned}$ | $\begin{array}{\|l\|} \hline \text { Projected } \\ 31+ \\ \hline \end{array}$ | 8 | First 5 PFA | FCC |
| FCCQN | Up to 31 | $\begin{aligned} & \text { Projected } \\ & 100+ \end{aligned}$ | $\begin{aligned} & \text { Projected } \\ & 31+ \end{aligned}$ | 8 | HSA | FCC |
| FranDelJa Gilman | 5 | 70 | 25 | 16 | First 5 PFA | ECE |
| Frandelia Fairfax | 4 | 65 | 16 | 16 | HSA | ECE |

Contract ID \#: 1000010030

| Visitacion <br> Vailey FRC | N/A | 25 | 5 | 4 | First 5 SRIP | FRC |
| :--- | :--- | :--- | :--- | :--- | :--- | :--- |
| SE Families <br> United FRC | N/A | 15 | 13 | 4 | First 5 SRIP | FRC |

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

Outreach Svas Consultation Indiv - Discussions with a staff member on an individual basis about a child or a group of children. Includes assisting providers and parents in completing the Ages and Stages Questionnaire (ASQ) and/or the Ages and Stages Questionnaire - Social Emotional (ASQ-SE) evidencebased developmental screening tool to obtain baseline information and whether additional supports are necessary. Other strategies include but are not limited to discussions with a staff member on an individual basis about early childhood mental health, child development in general, classroom management strategies, and supporting mental health best practices into program activities and policies. Strategies can also include collaborative work with a parent, such as offering parental guidance involving discussions about child development, concerns about developmental screenings, problem-solving together during case consultation sessions, and exploring referrals to additional supports.

Outreach Svas Consultation Group - Talking/working with a group of three or more providers at the same time about their interactions with a particular child, group of children and/or families. This may include consultation regarding the program as a whole or the design of a particular strategy or intervention. These meetings are also a forum for team development within the provider's staff.

Outreach Svcs Consultation Observ - Observing a child, group of children, or entire classroom within a defined setting to inform consultation services to teachers/staff/programs/parents. The purpose of these observations is to help inform the individual and group consultation process and therefore address the behavioral and developmental needs of the children through the enhancement of their primary relationships.

Outreach Svcs Staff Training - Provides structured, formal, in-service trainings to a group of three or more individuals comprised of staff of early care and education programs, family resource centers, shelters, etc. to develop their capacity to address the myriad of social-emotional and mental health needs of the children in their care. Topics may include but are not limited to the social-emotional foundations of learning, behavior management techniques/promoting positive behaviors, effective communication strategies, and working with parents.

Outreach Sves Parent Trn/Supp Grp - Provides didactic training on a specific topic or ongoing support to a group of parents. The format and frequency vary from one-time workshops to ongoing support groups for a consistent cohort of parents. Consultants are encouraged to learn about and pilot evidenced parenting programs such as Triple $P$ and Incredible Years.

Outreach Sves Early Ref/Linkage, Consultant Train/Supv (10\% Cap) - When the consultant's involvement with parents and child reveals a need for longer-term help and/or adjunct services, the consultant is optimally situated to assist the family in securing appropriate services. When necessary, the consultant will refer children and families for community services such as multi-disciplinary assessment; special education; occupational, speech, and physical therapy; family resource center services; or individual child or parent-
child mental health services. The consultant's established relationship with the family increases the likelihood that the family will trust the recommendation and therefore pursue the referral. The consultant ensures the family's engagement with needed services by remaining involved with the family throughout the process. Once services are in place, the consultant can, with the parent's permission, act as a liaison between the new service provider and the early care and education staff; relaying information that enhances the staff's ongoing understanding and work with the particular child. Covers the trainings offered to early childhood mental health consultants as a whole or through individual contractors, which includes the trainings provided by the ECMHCl Training Institute and other required trainings. Also covers supervision of consultants both individually and in groups.

Outreach Svcs Evaluation (5\% Cap) - Activities conducted to assess the progress of any agency towards meeting the stated goals and objectives for the Early Childhood Mental Health Consultation Initiative. Can also include time spent complying with the CBHS-initiated evaluation efforts.

Outreach Sves Systems Work (5\% Cap) - Participating on other coordination efforts/teams to expand the capacity of providers who work with young children and their parents to prevent, recognize, and manage the mental health and behavioral issues in children $0-5$, enhance the development of inclusive practices in early care and education sites, and continuous quality improvement. This includes being a participating member of the Transdisciplinary teams that are part of the Center for Inclusive Early Education, coaching and consultant collaborative meetings, SF Quality Partnership meetings, etc.

Outreach Sves Early Interv Indiv - Activities directed to a specific child, parent, or caregiver that are not considered to be planned mental health services. Decisions about whether this level of care is needed must be decided during consultation sessions where parental consent is obtained. Activities include, but are not limited to: conducting developmental and/or social-emotional screening; individual child interventions, such as 1:1 support or shadowing in the classroom for a child struggling with behavioral or social difficulties who is at risk for expulsion; meeting with a parent/caregiver to discuss specific concerns they may have about their child's development, and/or helping them explore and implement new and specific parenting practices that would improve their child's social-emotional and behavioral functioning.

Outreach Sves Early Interv Group (15\% Cap) - Conducting playgroups/socialization groups involving at least three children. These groups are designed to help children learn social skills such as getting along with others, making friends, handling and expressing frustrations, understanding and modulating feelings, developing reciprocity and compromise with peers, and learning cooperation with peers and adults. The groups occur on site and are led by the mental health consultant, and in some instances can be cofacilitated by a member of the site staff.
*Early intervention services do not require a mental health diagnosis of the child. However, the client chart must include a client plan that is informed by a completed Ages and Stages Questionnaire (ASQ) or Ages and Stages Questionnaire - Social Emotional (ASQ-SE). If not already performed, and early intervention services are indicated, then the mental health consultant must ensure the ASQ is completed prior to the onset of services. In their assessment, the mental health consultant may also use the ASQ-SE as a follow-up to the ASQ to further inform the development of interventions. The client plan must reflect the needs identified by the screenings and must include goals and interventions that will help support the child's ability to remain in their current care setting.

Outreach Svcs MH Services Indv/Family - Provided for a subset of the most at-risk children for whom the indirect involvement of consultation and lower intensity early intervention services are not sufficient to address behavioral concerns. Targeted therapeutic interventions are employed by consultants that focus
primarily on symptom reduction as a means to improve functional impairments that a child may be experiencing due to diagnosable mental health concerns. Therapy may be delivered to an individual or group of children and may include family therapy at which the child is present. Decisions about whether this level of care is needed must be decided during consultation sessions where parental consent is obtained. A mental health diagnosis of the child is required, and client charts must include a client treatment plan that is informed by a completed CANS Assessment and may also include the results of developmental or socialemotional screenings. The client plan must include goals and interventions that will help support the child's ability to remain in the current care setting.

Outreach Sves MH Services Group ( $5 \%$ Cap) - Provided for a subset of the most at-risk children for whom the indirect involvement of consultation and lower intensity early intervention services are not sufficient to address behavioral concerns. Targeted therapeutic interventions are employed by consultants that focus primarily on symptom reduction as a means to improve functional impairments that a child may be experiencing due to diagnosable mental health concerns. Therapy may be delivered to an individual or group of children and may include family therapy at which the child is present. Decisions about whether this level of care is needed must be decided during consultation sessions where parental consent is obtained. A mental health diagnosis of the child is required, and client charts must include a client treatment plan that is informed by a completed CANS Assessment and may also include the results of developmental or socialemotional screenings. The client plan must include goals and interventions that will help support the child's ability to remain in the current care setting.

## 6. Methodology:

## A. Describe how your program conducts outreach, recruitment, promotion, and advertisement.

Outreach is targeted at all children, families and staff at all contracted sites. The Edgewood consultant will provide written information regarding services; discuss with the providers their respective roles in consultation; attend staff and parent meetings to introduce the consultant and the services; and provide psycho-educational services for staff and parents/caregivers.
B. Describe your program's admission, enrollment and/or ini̊ake criteria and process where applicable.
There is universal eligibility for enrollment at the sites listed above. A written introduction to the MHC and services will be sent in appropriate languages to all families of children at the centers. Passive consent will be obtained to allow the MHC to begin observation and staff consultation. Parent/caregiver consent will be obtained for individual observations and consultations.
C. Describe your program's service delivery model and how each service is delivered

Edgewood will provide the following services:

- Program Consultation: MHC will conduct consultation groups monthly to develop staff capacity to design and implement developmentally appropriate services;
- Case Consultation: MHC will conduct as needed, within program consultation meetings or in individual consultation with staff; and
- Direct Services: MHC will be to provide as needed to children identified in the case consultation modality.

Service interventions may include collateral parent meetings, therapeutic play groups, social skills groups, parent groups or parent/child psychotherapy. All services will be offered on-site, and parent-child psychotherapy may be provided at the home of the child being served.
Edgewood Center will adhere to all stipulated CBHS requirements for the completion of Site Agreements for each assigned site and family child care home. Compliance with all stipulations of content and time for completion of these documents as outlined below will honored.

All ECMHCl contractors are required to establish a Site Agreement with each respective site served (child care, shelter, permanent supportive housing, family resource centers, etc at the beginning of each fiscal or academic year, whichever is most appropriate. Each Site Agreement document should include the following information:

- Site information to which the Site Agreement applies
- The term of the Site Agreement
- Number of on-site consultation hours per week
- Agreed upon services that the consultant will provide
- Agreed upon client/site roles and responsibilities
- Agreed upon day and time for regular group consultation meeting
- Schedule of planned review of Site Agreement document
- Signature lines for Consultant, Site Director/Manager, Contractor Program Director


## Standards of Practice (SOP)

All ECMHCI contractors must incorporate the following standards of practice into each of their scopes of work: NOTE: The standards of practice for consultation services that are detailed below are only applicable to early care and education, family child care, and shelter programs, and are NOT directly applicable to services provided to permanent supportive housing facilities and family resources centers. In other words, the Standards of Practice do not apply to those settings.

## Program Consultation

Center and/or classroom focused (including children's programming in shelter settings), benefits all children by addressing issues impacting the quality of care.

Contract ID \#: 1000010030

| Activity | Small Child Care <br> Center <br> $\mathbf{1 2 - 2 4}$ children | Medium Child <br> Care Center <br> $\mathbf{2 5 - 5 0}$ children | Large Child Care <br> Center <br> $>50$ children |
| :--- | :--- | :--- | :--- |
| Program <br> Observation | Initially upon <br> entering the site <br> and 2 to 3 times <br> a year per <br> classroom <br> equaling 4 to 6 <br> hours per year | Initially upon <br> entering the site <br> and 2 to 4 times <br> a year per <br> classroom <br> equaling 6 to 10 <br> hours per year | Initially upon <br> entering the site <br> and 2 to 4 times <br> a year per <br> classroom <br> equaling 10 to <br> 20 hours per <br> year |
| Meeting <br> with <br> Director | Monthly 1 hour <br> per month | Monthly 1 to 2 <br> hours per month | Monthly 2 to 3 <br> hours per month |
| Meeting <br> with Staff | Bi-monthly with <br> all staff members <br> (usually by <br> classroom) 2 <br> hours a month | Bi-monthly with <br> all staff members <br> (usually by <br> classroom) 2 to 4 <br> hours a month | Bi-monthly with <br> all staff members <br> (usually by <br> classroom 4 to 6 <br> hours a month |
| Trainings | As needed and <br> as stipulated in <br> the MOU <br> between the site <br> and the service <br> providing agency | As needed and <br> as stipulated in <br> the MOU <br> between the site <br> and the service <br> providing agency | As needed and <br> as stipulated in <br> the MOU <br> between the site <br> and the service <br> providing agency |

## Case Consultation

Child focused, benefits an individual child by addressing developmental, behavioral, socio-emotional questions or concerns with teachers and/or staff.

| Activity | Small Child <br> Care Center <br> $\mathbf{1 2 - 2 4}$ children | Medium Child <br> Care Center <br> $\mathbf{2 5 - 5 0}$ children | Large Child Care <br> Center <br> $>50$ children |
| :--- | :--- | :--- | :--- |
| Child <br> Observation | 2 to 4 times <br> initially for each <br> child and as <br> needed. <br> Recommended 4 <br> to 10 hours per <br> child per year. | Same as for small <br> center | Same as for small <br> center |
| Meeting with <br> Director | Once per month <br> per child who is | Same as for small <br> center | Same as for small <br> center |

Contract ID \#: 1000010030

| Activity | Small Child <br> Care Center <br> $\mathbf{1 2 - 2 4}$ children | Medium Child <br> Care Center <br> $\mathbf{2 5 - 5 0}$ children | Large Child Care <br> Center <br> $>50$ children |
| :--- | :--- | :--- | :--- |
|  | the focus of case <br> consultation. |  |  |
| Meeting with <br> Staff | Once per month <br> per child for <br> duration of case <br> consultation. | Same as for small <br> center. | Same as for small <br> center. |
| Meeting with <br> Parents | 3 to 5 times per <br> child | Same as for small <br> center. | Same as for small <br> center. |
| Referral and <br> Linkage | As needed | Same as for small <br> center | Same as for small <br> center |
| Systems <br> Work | As needed | Same as for small <br> center | Same as for small <br> center |
| Parent <br> Training and <br> Support <br> Groups | $2-3$ times/year | Same as for small <br> center | Same as for small <br> center |

- Direct treatment services occur within the child care center and/or shelter as allowed by the established MOU and are provided as needed to specific children and family members. All services to children are contingent upon written consent from parents or legal guardians.
- Provided by mental health consultants who are licensed or license-eligible.
- All direct treatment service providers, consultants, receive ongoing clinical supervision.
- Assessments for direct treatment service eligibility can include screenings for special needs, domestic violence in the family, possible referral for special education screenings, and alcohol or other substance use in the family.
- All direct treatment providers follow federal HIPAA regulations pertaining to the provisions of services and the maintenance of records.
- All direct treatment providers adhere to SFCBHS documentation standards, and all clinicians are credentialed in CANS and Avatar.
D. Describe your program's exit criteria and process

Program Consultation services and Case Consultation are ongoing and supportive to staff and will not have an exit criteria. Direct Services exit criteria will be successful achievement of Care Plan goals. Aftercare for direct service consumers will be available in ongoing individual consultation. Referrals will be made to community resources when appropriate.

## E. Describe your program's staffing:

See corresponding Appendix B Salaries and Benefits page.

## 7. Objectives and Measurements:

Contract ID \#: 1000010030

## a. Standardized Objectives

All objectives, and descriptions of how objectives will be measured, are contained in the BHS document entitled BHS CYF Performance Objectives FY18-19. Edgewood Center for Children and Families will comply with all performance objectives with the exception of A6. Due to the severity of clients served Edgewood will be exempt from this performance objective.

## b. Individualized Objectives

## N/A

## 8. Continuous Quality Improvement (CQI):

Quality Assurance (QA) is a continuous process and occurs across all programs, services, and departments. The responsibility of QA is shared between direct care providers, supervisors, directors, and quality assurance staff. QA staff work closely with providers and supervisors around areas of documentation, HIPAA, confidentiality, special incidents, client grievances, as well as any other issues or concerns that impact the environment of continuous quality improvement.

All staff are introduced into a Continuous Quality Improvement (CQI) environment at the agency's New Hire orientation. At New Hire, CQI concepts are reviewed and staff are informed of their responsibility in the CQI process. While in orientation, opportunities for CQI participation are identified. They can include daily activities such as participating in Peer or Chart Reviews, focus groups, encouraging client/caregiver to complete research measures such as satisfaction surveys, and reporting any activity in their daily activities that could be improved upon.

Program teams and QA staff review and analyze client satisfaction results, outcome data, program productivity, critical incidents and delivery of culturally competent services to identify areas for improvement and inform changes in agency practice. Through Quality Improvement (QI) activities, areas for improvement are identified. QA staff provide timely feedback directly to program staff and supervisors on areas to correct and improve. QA staff identify patterns in documentation/practice and follow up with supervisors to develop a plan of correction, as needed. Corrective plans are reviewed and monitored until desired results occur. Continuous follow up is required to maintain improved levels.

The QA team consists of the Director of Quality Improvement and two Quality Assurance staff that support programs across the agency. The QA team supports and monitors the following list of QA activities that are currently in place:

## 1. Achievement of contract performance objectives and productivity

Edgewood reviews contract performance objectives and productivity data annually and develops action plans based on the data. The plan of action includes training, increased oversight by supervisors and QA staff and tracking of data to measure progress over time.
2. Quality of documentation, including a description of the frequency and scope of internal chart audits Note: Edgewood ECMHCl staff do not provide direct mental health services, and do not maintain charts.

Contract ID \#: 1000010030
Initial documentation training is provided during New Hire Orientation. Managers provide ongoing supervision and support in gaining competency with documentation with documentation standards. QA staff also review staff documentation and provide ongoing training and support, as needed, in either face-to-face or online formats.

All staff receives regular supervision. Individual supervisors are responsible for reviewing documentation (assessments, CANS, treatment plans, progress notes, and all other relevant paperwork) for accuracy and adherence to all Medi-Cal and agency documentation standards. In addition to initial review by supervisors, QA staff also performs QA review of documentation. QA staff review for paperwork completion, timeliness, and compliance with all internal and external documentation expectations. QA staff work collaboratively with supervisors to provide feedback and track errors/improvement requests until completion.

## 3. Cultural Competency of staff and services:

Weekly individual and group clinical supervision address issues of culture and diversity. Any such issues arising from CANS are also addressed in supervision. Training needs are communicated to the training department.

## 4. Satisfaction with services

Edgewood programs participate in the ECMHCl consumer perception survey process. Findings from client satisfaction surveys and program performance objectives are reviewed bi-annually by program staff and agency leadership. Information is analyzed and areas for improvement are identified. In areas that fall below expected results, corrective plans are implemented and activities are monitored until desired results occur. Continuous follow up is required to maintain improved levels.
5. Timely completion and use of outcome data, including CANS and/or ANSA data

Client paperwork timelines are tracked upon admission through the electronic health record. Direct service providers receive regular notification of documentation timelines and requirements. Paperwork timeliness and use of CANS and/or ANSA is reviewed during the PURCQ process every six months. CANS items and identified needs are reviewed to confirm that prioritized needs are being addressed and clients are making progress towards established goals and objectives. QA staff support the process by reviewing completion of paperwork within required timelines. It is only after review in the PURCQ process that services are authorized as billable through the agency electronic health record.

## 9. Required Language:

A. Contractor will adhere to all stipulated CBHS requirements for the completion of Site Agreements for each assigned program site and/or service setting. Contractor also will comply with all stipulations of content, timelines, ensuring standards of practice, and all reporting requirements as put forth by the CBHS ECMHCI SOC Program Manager and RFP-10-2013.
B. Changes may occur to the composition of program sites during the contract year due to a variety of circumstances. Any such changes will be coordinated between the contractor and the CBHS ECMHCl SOC Program Manager and will not necessitate a modification to the Appendix-A target population table. Contractor is responsible for assigning mental health consultants to all program sites and for notifying the CBHS ECMHCI SOC Program Manager of any changes

## 1. Identifiers:

Program Name: School-Based Behavioral Health Services
Program Address: 1801 Vicente Street
City, State, Zip Code: San Francisco, CA 94116
Telephone: (415) 682-3227/FAX: (415) 375-7613
Website: www.edgewood.org
Contractor Address: (same as above)
Person Completing this Narrative: Jonathan Weinstock
Telephone: 415-682-3277
Email Address: ;onathanw@edgewood.org
Program Code(s): N/A
2. Nature of Document:
$\boxtimes$ New $\square$ Renewal $\square$ Modification
3. Goal Statement:

Edgewood's School-Based Behavioral Health Services at Dr. Charles R. Drew Academy (Charles Drew) and Hillcrest Elementary School (Hillcrest) will build the capacity of teachers to handle behavioral issues as they arise, the capacity of families to provide the support their children need to succeed, and the capacity of children to deal with issues that may be impeding their academic and social progress.

## 4. Target Population:

1. The target population is the Charles Drew and Hillerest staff, students, and their families.
2. Charles Drew is in the 94124 zip code, and Hillcrest is in the 94134 zip code, which is where the majority of students and their families live.
3. Modality(s)/Intervention(s):
4. 

| Units of Service (UOS) Description | Units <br> of <br> Service <br> (UOS) | Number <br> of <br> Clients <br> (NOC) | Undupli- <br> cated <br> Clients <br> (UDC) |
| :--- | ---: | ---: | ---: |
| Outreach and Engagement <br> .5 FTE $\times 40$ hrs $/$ week $\times 44$ weeks $\times 80 \%$ | 704 | 100 | 25 |
| Service Linkage .5 FTE $\times 40$ hrs $/$ week $\times 44$ weeks $\times 52 \%$ | 460 | 30 | 15 |
| Wellness Promotion 1.4 FTE $\times 40$ hrs $/$ week $\times 44$ weeks $\times 90 \%$ | 2,218 | 550 | 325 |
| Mental Health Consultation (Training and Coaching) <br> 1.0 FTE $\times 40$ hrs/week $\times 44$ weeks $\times 90 \%$ | 1,584 | 70 | 25 |
| Total UOS Delivered | 4,966 |  |  |
| Total UDC Served |  |  | 390 |

## Wellness Promotion

- Behavior Coaching will help foster the social, emotional, and behavior skills important for school (and life) success, providing on-site early intervention services for K-5th grade students with moderate to higher-level needs.

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The coach works 40 hours/week and will serve at least 18 unduplicated students on an individual and/or small group basis over the course of the school year, as well as provide whole class social skills support for at least three classes (approximately 60 students).

The coach will run at least four weekly social skills small groups of $2-8$ students, work with at least five students on a weekly individual basis, and provide at least monthly whole class social skills lessons (for a minimum of three classes), drawing from the below curriculum sources, as appropriate.
The coach will also work with whole classes-- leading social skills lessons on and individual levels, also using the following curriculum/approaches,
o Second Step-- which offers "developmentally appropriate ways to teach core socialemotional skills such as empathy, emotion management, and problem solving" (more info at hitp:/Www. ofchildrenoory.second-stepoosn..).

- Skillstreaming-- which "employs a four-part training approach—modeling, role-playing, performance feedback, and generalization-to teach essential pro-social skills curriculum" (more info at hine//vww.skillstreaming.som/).
- 101 Ways to Teach Children Social Skills (by Lawrence E. Shapiro, Ph.D.)
- Collaborative Problem Solving-- which provides "a more compassionate and accurate way to understand kids with social, emotional, and behavioral challenges and a more productive way to help them" (more info at: hip: //v, wiventhelviance.orc//).
The coach will distribute to and collect from teachers a pre and post WMS (Walker-McConnell Scale) for all students receiving individual or small group Behavior Coaching services.
In addition, the School Climate Consultant will provide desired supports for overall teacher/staff wellness (soliciting input on this through an online needs survey at the beginning of the school year). The consultant will work closely with the School Social Worker to implement needed supports.
- PIP will support K-3 students with more mild to moderate school-adjustment issues, who might not otherwise receive mental/behavioral health support services.
The PIP Child Aide works 12 hours/week and will serve at least 14 unduplicated students on an individual basis, providing up to 16 weekly 30 -minute child-centered (nondirective) play sessions (in the PIP playroom at school) for identified (by teachers, administration, the aide, and/or the school Care Team) students.
The Aide will distribute to and collect from teachers a pre and post WMS (Walker-McConnell Scale) for all students receiving PIP services


## Outreach and Engagement \& Service Linkage

The Youth and Family Advocate works with Charles Drew's Parent Liaison to ensure participation by families in support services, to connect the school community with available resources, and to provide the resources available through Edgewood's Family Support programs.
The Youth and Family Advocate: Holds regular 'office hours'-a minimum of 6 hours/week-- in the Family/Caregiver Room, which supports casual contact and relationship-building as part of the school community; makes home visits, when needed; participates in the city's existing family-support network trainings on an as-needed basis and meets monthly with Edgewood's Family Resource Center staff in order to have current information about available resources and relevant topics; works to ensure that parents receive the support they need to strengthen their families by providing parent education-PPP and/or other support groups-- and hosting regular parent meetings to
provide desired support; supports and collaborates with school family engagement activities and events; provides relevant Edgewood or other CBO info, as needed; accompanies parents to parentteacher meetings, SSTs, and other meetings/activities, as needed; and, provides in-school student support and follow-up with parents around behavioral needs.

## Mental Health Consultation (Training and Coaching)

- The School Climate Consultant works closely with Hillcrest leadership to build the capacity of teachers to address behavioral issues that arise in the classroom, and help to foster an overall positive (safe, respectful, supportive of students and teachers, and conducive to high-level teaching and learning) school climate.

The consultant will serve ten classroom teachers on an individual and/or group basis (training and facilitation) over the course of the school year, providing psycho-educational and other wellness resources in order to foster teacher welliness and more effective student support.

The focus will be on supporting the school's implementation of PBIS (Positive Behavioral Interventions and Supports) and Behavioral Response to Intervention (RtI)-"Based on a problem-solving model, the Rtl approach considers environmental factors as they might apply to an individual student's difficulty, and provides services/intervention as soon as the student demonstrates a need." (itice://uww phenor/sion/ti)
In particular, the consultant will be providing staff and school-wide support for the "universal" or "primary level" interventions that apply to all students, and are aimed at prevention and early intervention-before behaviors escalate and become more problematic.

The consultant will work individually, as needed, with teachers in need of more specialized support, providing needed resources including trauma-informed interventions and community-based supports and resources. In addition, the consultant will support overall teacher wellness and a positive classroom and overall school climate.

- The Behavior Coach will also provide individual support and consultation for selected classroom teachers at least two times per month, to work/follow-up on effective intervention strategies for challenging behaviors and check-in around and social skills needs and progress.


## 6. Methodology:

## Service Delivery

A. Since the schools themselves are considered the clients of these services, Edgewood partners directly with Charles Drew and Hillcrest to provide the services at the schools, both during the regular school day and for/during the on-site after-school program, as needed. Key decision-making partners include the Principal and Assistant Principal, School Social Worker, IRF (Instructional Reform Facilitator), Care Team (or SAP-Student Assistance Program), Parent Liaison and School Leadership Team (comprised of top administration, teachers, and support staff). Edgewood staff work directiy with these partners in identifying and engaging participants, coordinating services, community outreach, ensuring families' access to services (including individual support outside the classroom), and activity design. In addition, the Youth and Family Advocate gets parent input
regarding desired activities, supports, trainings, etc. The school community works with the School Climate Consultant to identify staff training/support and school climate needs, as well as providing support that is aligned with and helps to deepen school values and current practices (PBIS/BRtl, cultural competency, etc.). Participant feedback is solicited through specific activity (i.e. staff and parent trainings) evaluation and/or Client Satisfaction Surveys, and this feedback helps guide and improve the work.
MHSA Vision Components lie at the heart of all Edgewood's services in schools. Understanding the need to build resilience-- by increasing the capacity to succeed in school through direct support for students, their families and their teachers, our intention is to empower our clients by providing them with the tools they need to make positive and supportive choices for themselves. We actively seek to engage/employ individuals who have a deep understanding of the community culture of the school and its environment. By providing both individual and family services at the school site, we aim to offer a seamless experience of resource acquisition for families, staff and students.
B. Students are identified for PIP and Behavior Coaching services through the school Care Team by teacher and/or parent referral. Consent forms are given to parents of selected students, who are then eligible for services upon completion of this form.
All teachers and families are able to utilize School Climate Consultation and Youth and Family Advocate services, respectively. Teachers and parents are able to attend all offered workshops and trainings, as well as receive individual support, as desired.
C. All services operate during school hours. Youth and Family Advocate services are also available during some evening and occasional weekend hours (for special events and workshops/trainings). Services are delivered on-site at the school, with Youth and Family Advocate services provided in the community, if needed.
(Additional services details are included in the previous section.)
D. All services are available for clients-- students, families/parents, teachers-- for the entire school year. For Behavior Coaching, most students receive services for the duration of the school year (once identified for services), unless the Care Team, in conjunction with the teacher and/or parent, decides the goals of the service have been reached. In this case, the Behavior Coach will have a certain number of ending sessions with the student to prepare him/her. For PIP, most students receive one cycle-- 12 weeks-- of sessions, and are informed about this time-frame at the start of services and reminded as the end of the service approaches. Most students have shown the desired improvement at this point. In some cases, students may receive a second cycle-an additional 12 weeks-based on SAP team and teacher and/or parent input. For School Climate Consultation, services are available for teachers as long as they want them. If a teacher no longer desires services, the consultant and teacher (and sometimes school principal) will discuss this and end accordingly. For Youth and Family Advocate services, parents will continue for as long as they want, and can inform the advocate at any time when they no longer wish to receive services.
E. There are three positions at Drew this year- a 40 hour/week Behavior Coach, a 20 hour/week Youth and Family Advocate, and a 12 hour/week PIP Child Aide. At Hillcrest, there is a 30 hour/week School Climate Consultant.
The Behavior Coach works with identified students with moderate to higher-level social, emotional, behavioral needs on an individual, small group, and class-wide basis, depending on student and classroom needs. The PIP Child Aide works with identified students with mild to moderate social, emotional, behavioral needs on a one-on-one basis using the modality of non-directive (or childcentered) play. The School Climate Consultant works with school leadership and staff to determine

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best ways to support teachers (and other school staff) on an individual and group basis, as well as providing school climate and wellness supports for the school community. And, the Youth and Family Advocate, in collaboration with the school Parent Liaison, works with parents on an individual and small group basis, as well as providing in-class behavioral support to students.
The Behavior Coach, PIP Child Aide, and Youth and Family Advocate will be available to attend weekly Care Team meetings to help determine possible services and interventions for referred students (and their families).

## F.

1. The core of Edgewood's team-based activities at Charles Drew and Hillcrest is relationships. Edgewood's intensive presence at the schools facilitates both the immediacy of available services and the receptivity of the community to access those services. The Youth and Family Advocate will gain parents' trust by meeting families where they are most comfortable (at their homes, at school, at community centers), listening to what they say they need rather than telling them what they need, speaking their language (and providing translation services if/as needed) and/or understanding their culture, being available and visible during times when parents are typically at the school, and attending meetings that parents already attend (PTA, open houses, other school events, etc.). Parents who participate in services are encouraged to complete training/workshop evaluations as well as a year-end Client Satisfaction Survey. And, see the Outreach and Engagement section above, for additional information on this topic.
In addition, all Edgewood staff are introduced to school staff by the Principal at the beginning of the year and included in the school's regular activities (PD's, Care Team meetings, School Site Council, parent/family events) in order to build strong relationships in its work with the school staff. Staff is made aware of the range of services provided and best ways to access these services.
2. Providers have the attitudes, knowledge and skills needed to understand, communicate with, and effectively serve people across cultures. The program (and Edgewood as an agency) is committed to hiring staff that have a sufficient level of Cultural Competence, which starts with the interviewing process. Staff are hired to work in the positions at Drew based in large part on their attitudes, knowledge, and skills needed to effectively serve a diverse community.
Staff also receives relevant training (at Edgewood, and elsewhere, as needed) as well as individual and/or group support around issues of Cultural Competence. The school also helps to educate all staff-school and Edgewood-around salient student, family, and community characteristics, backgrounds, needs, etc.

## 7. Objectives and Measurements:

## A. Standardized Objectives

All objectives, and descriptions of how objectives will be measured, are contained in the document entitled MHSA Population Focused Performance Objectives FY18-19.

## B. Individualized Objectives

## Satisfaction Objective:

By the end of the 2018-19 school year, $60 \%$ of classroom teachers who receive School Climate Consultation services will report having a greater capacity (from beginning to the end of the year) to manage the challenges of teaching as measured by Edgewood's Client (School Staff) Satisfaction Survey.

MHSA Goal 6: Improved capacity among parents and other caregivers (teachers, program staff) to provide appropriate responses to children's behavior.

## Individualized Performance Objectives:

1. By the end of the 2018-19 school year, $65 \%$ of classroom teachers will report feeling more successful (from beginning to the end of the year) in dealing with challenging student behaviors, as measured by Edgewood's Client (School Staff) Satisfaction Survey.
2. By the end of the 2018-19 school year, $70 \%$ of parents who participate in parent events (including parent meetings, family activities, parent education trainings, etc.) or receive individual support, will report feeling more capable (from beginning to the end of the year) of: 1. Making helpful choices to reduce stress 2. Better supporting their child(ren) in areas of need 3. Creating more wellness in their lives, as measured by Edgewood's Year-end Client Satisfaction Survey.

MHSA Goal 10: Increased problem-solving capacity and responsibility and accountability for one's wellness.

## Individualized Performance Objectives:

1. By the end of the 2018-19 school year, $60 \%$ of students served individually and/or in small groups for Behavior Coaching will show an increase-- as measured by teacher-completed pre and postservices WMS surveys-- in Teacher-Preferred, Peer- Preferred, and Classroom Adjustment Behaviors, with an average (mean) cumulative increase of $18 \%$.
2. By the end of the 2018-19 school year, $70 \%$ of students participating in PIP will show an increase-as measured by teacher-completed pre and post-services WMS surveys-- in Teacher-Preferred, Peer-Preferred, and Classroom Adjustment Behaviors, with an average (mean) cumulative increase of $20 \%$.

## 8. Continuous Quality Improvement (CQI):

Edgewood is a CBHS funded provider and will meet the Community Programs Continuous Quality Assurance and Improvement requirements as described in the FY 18-19 Declaration of Compliance. All staff are introduced into a Continuous Quality Improvement (CQI) environment at the agency's New Hire orientation. At New Hire, CQI concepts are reviewed and staff are informed of their responsibility in the CQI process. While in orientation, opportunities for CQI participation are identified. They can include daily activities such as participating in Peer or Chart Reviews, focus groups, encouraging client/caregiver to complete research measures such as satisfaction surveys, and reporting any activity in their daily activities that could be improved upon. Staff also participates in the debriefing of incidents for the purpose of identifying training, policy or procedure needs or improvements.

Quality Improvement (QI) is a continuous process and occurs across all programs, services, and departments. Quality Assurance (QA) staff work closely with providers and supervisors around areas of documentation, HIPAA, confidentiality, special incidents, client grievances, as well as any other issues or concerns that impact the environment of continuous quality improvement. Program teams and QA staff regularly review and analyze client satisfaction results, outcome data, program productivity, critical incidents, and delivery of

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culturally competent services to identify areas for improvement and inform changes in agency practice. QA staff identify patterns in documentation and practice and provide timely feedback to providers and supervisors to develop a plan of correction, as needed. Corrective plans are reviewed and monitored until desired results occur. Continuous follow up is required to maintain improved levels.

CQI activities are documented in program and QA meeting minutes as well as in formal QA reports and are maintained within program site binders.

1. Achievement of contract performance objectives and productivity

Bi-weekly staff individual supervision meetings, and a quarterly principal meeting review progress towards contract goals, performance and productivity.
2. Quality of documentation, including a description of the frequency and scope of internal chart audits

Not Applicable, as no MH services are provided and no charts are maintained.
3. Cultural Competency of staff and services

All staff participate in New Hire training and additional trainings as needed. Staff meetings and weekly individual supervision address cultural and diversity issues.

## 4. Satisfaction with services

Mid and end of year satisfaction surveys are completed by school staff. End of year parent satisfaction surveys are completed. Results guide program improvement and CQI.
5. Timely completion and use of outcome data, including CANS and/or ANSA data

Outcome data is provided by WMS (Walker-McConnell Scale) "pre and post" tests. Outcome data is included in annual report to DPH.

## 9. Required Language:

N/A

\author{

1. Identifiers: <br> Program Name: Crisis, Triage and Assessment Center (CTAC) <br> Program Address: 1801 Vicente Street <br> City, State, Zip Code: San Francisco, CA 94116 <br> Telephone (415) 681-3211/FAX: (415) 664-7094 <br> Website: www.edgewood.org <br> Contractor Address: (same as above) <br> Name of Person Completing this Narrative: Jill Anderson, Psy.D <br> Telephone: (415) 682-3164 <br> Email Address: JillA@edgewood.org
}

Program Code(s): $8858 \mathrm{H} 1,8858 \mathrm{H} 2,8858 \mathrm{CS}$

## 2. Nature of Document:

$\boxtimes$ New $\square$ Renewal $\square$ Modification

## 3. Goal Statement

Edgewood's Crisis, Triage and Assessment Center includes a continuum of care including Crisis Stabilization, Hospital Diversion and Partial Hospitalization. The program offers an intensive service for behavioral health crisis stabilization, assessment and acute intervention. The purpose of this intensive level of care is to avoid psychiatric hospitalization as well as to provide a step-down from inpatient hospitalization to further stabilize symptoms and continue skills development and family/caregiver support.

## 4. Target Population

Edgewood will serve clients referred by Community Behavioral Health Services (CBHS) on an as needed and emergency basis. Referrals will include children between the ages of 6 and 17 that are clinically appropriate for crisis stabilization and acute intensive treatment in a residential unlocked nonhospital setting.

## 5. Modality(ies)/Interventions

OP-MH Svcs, OP-Case Mgt Brokerage, OP-Crisis Intervention, OP-Medication Support, 24-Hr Residential Other, OS-Crisis Stab Urgent Care

## 6. Methodology

A. Describe how your program conducts outreach, recruitment, promotion, and advertisement.

Edgewood conducts outreach to local county departments, private insurance companies, police, emergency rooms and mental health practitioners to inform them of our current continuum of crisis
services (i.e. Crisis Stabilization, Hospital Diversion, and the Partial Hospitalization Program, etc.). Youth experiencing an acute psychiatric crisis will be referred on an emergency basis for evaluation. The Crisis Stabilization Unit accepts admissions 24/7. Admissions into Hospital Diversion and Partial Hospitalization are planned. Interested parties contact the Edgewood Intake Department to learn more about the services; this team, led by the Intake Director, helps navigate them through the authorization and enrollment process. The program employs a multi-disciplinary crisis stabilization, assessment and triage team made up of psychiatrists, nurses, clinicians, crisis stabilization counselors and residential counselors.

## B. Describe your program's admission, enrollment and/or iniake criteria and process where applicable.

Youth are admitted to the Crisis Stabilization Unit on an emergency basis. Referrals are made by Child Crisis. Admissions occur 24/7. Youth must be able to Walk, Eat, Talk and Toilet independently in order to meet admission criteria. Youth experiencing a medical emergency will be redirected to the nearest emergency room.

The screening/referral/intake procedure for Hospital Diversion and Partial Hospitalization are managed by the Edgewood Intake Director. The Intake Team coordinates with families and referring parties to ensure a best fit and to ensure that all eligibility requirements are met.
There are only two exclusion criteria. We are not able to admit any youth who, in the judgment of staff or a consulting professional:

- Exhibits behavior dangerous to self or to others that requires psychiatric hospitalization or locked facility.
- Requires an immediate medical evaluation or medical care.

Any youth who is not admitted to a program for either of these reasons can reapply for admission in the future, and can be admitted if the conditions that prohibited admission in the first place no longer pertain.

The Intake Director responds to all requests for admission within one business day. The family/caregiver and/or community resources and connections are informed that participation is welcome in the treatment progress, and considered to be an integral component of successful treatment.

Final admission decisions are made by the Admissions Team, who meets weekly. The Admission team is run by the Intake Director and includes the Medical Director, Behavioral Health Directors and Educational Director.

## C. Describe your program's service delivery model and how each service is delivered

Edgewood's Crisis, Triage and Assessment Programs are specially created for children and adolescents between the ages of 6 and 17. The programs operates $24 / 7$. The program is designed to assess and stabilize a broad range of youth and family challenges including high-risk behavioral and emotional issues resulting in aggressive and/or self-harming behavior. In addition to a short-term stabilization service, Edgewood also offers diagnostic assessment and psychotropic medication evaluation and management, allowing youth to receive acute care outside the confines and cost of a locked inpatient unit. Youth and families are discharged from Edgewood's crisis programs with a thorough and
collaborative safety and treatment plan that concretely addresses safety concerns, referral needs and redeems hope and quality of life.

The Edgewood multidisciplinary team takes a strength-based approach with families and other involved professionals to promote safety, assess and teach skills and to develop a realistic treatment plan so that youth can return to their families. Unlike locked inpatient programs, youth at Edgewood have an opportunity to practice skills within a broad community on our six acre campus. Our residential cottages are spacious and strive to feel more like a home away from home than an institution. Program staff include: licensed clinicians, psychiatrists, nursing staff, mental health counselors, crisis counselors, family partner, educational staff, recreational and expressive arts therapists, and psycho-educational instructors.

Discharge planning begins at the time of the initial assessment. Youth are evaluated by a nurse and clinician at admission. Youth admitted to the Crisis Stabilization Unit will be assessed and discharged within 24 hours to the appropriate level of care (hospital diversion, community program or inpatient unit). For youth admitted into the Hospital Diversion or Partial Hospitalization programs, the intake clinician completes an initial assessment and preliminary treatment plan. The assigned clinician then works with the client, family and psychiatrist to solidify treatment goals within the first two days. Individual therapy sessions are provided 2-4 times a week based on clinical need. Family sessions are provided 1-2 times per week as indicated. Typically, youth discharge within 1-2 weeks from hospital diversion and partial hospitalization program.

## D. Describe your program's exit criteria and process:

A preliminary discharge plan is developed after initial assessment is completed within youth's first 1-2 hours in the program. The clinician and psychiatrist collaborate with the client and family to revise it as needed during the course of treatment. Youth are discharged when they have been stabilized and an appropriate aftercare service has been put into place. It is best when the family, county worker and Edgewood staff all agree on the discharge plan. As discharge approaches, we coordinate closely with all parties to ensure that there are successful "connectors" to make the transition as smooth as possible. Examples of this include, but are not limited to: Therapeutic Behavioral Services (TBS), child crisis case management, outpatient mental health services and wraparound care.

## E. Describe your program's staffing:

See corresponding Appendix B Salaries and Benefits page.

## 7. Objectives and Measurements:

## a. Standardized Objectives

All objectives, and descriptions of how objectives will be measured, are contained in the BHS document entitled BHS CYF Performance Objectives FY18-19. Edgewood Center for Children and Families will comply with all performance objectives with the exception of A6. Due to the severity of clients served Edgewood will be exempt from this performance objective.
b. Individualized Objectives

N/A

## 8. Continuous Quality Improvement (CQI):

Quality Assurance (QA) is a continuous process and occurs across all programs, services, and departments. The responsibility of QA is shared between direct care providers, supervisors, directors, and quality assurance staff. QA staff work closely with providers and supervisors around areas of documentation, HIPAA, confidentiality, special incidents, client grievances, as well as any other issues or concerns that impact the environment of continuous quality improvement.

All staff are introduced into a Continuous Quality Improvement (CQI) environment at the agency's New Hire orientation. At New Hire, CQI concepts are reviewed and staff are informed of their responsibility in the CQI process. While in orientation, opportunities for CQI participation are identified. They can include daily activities such as participating in Peer or Chart Reviews, focus groups, encouraging client/caregiver to complete research measures such as satisfaction surveys, and reporting any activity in their daily activities that could be improved upon.

Program teams and QA staff review and analyze client satisfaction results, outcome data, program productivity, critical incidents and delivery of culturally competent services to identify areas for improvement and inform changes in agency practice. Through Quality Improvement (QI) activities, areas for improvement are identified. QA staff provide timely feedback directly to program staff and supervisors on areas to correct and improve. QA staff identify patterns in documentation/practice and follow up with supervisors to develop a plan of correction, as needed. Corrective plans are reviewed and monitored until desired results occur. Continuous follow up is required to maintain improved levels.

The QA team consists of the Director of Quality Improvement and two Quality Assurance staff that support programs across the agency. The QA team supports and monitors the following list of QA activities that are currently in place:

1. Achievement of contract performance objectives and productivity

- Edgewood reviews contract performance objectives and productivity data annually and develops action plans based on the data. The plan of action includes training, increased oversight by supervisors and QA staff and tracking of data to measure progress over time.

2. Quality of documentation, including a description of the frequency and scope of internal chart audits

- Initial documentation training is provided during New Hire Orientation. Managers provide ongoing supervision and support in gaining competency with documentation with documentation standards. QA staff also review staff documentation and provide ongoing training and support, as needed, in either face-to-face or online formats
- All staff receives regular supervision. Individual supervisors are responsible for reviewing documentation (assessments, CANS, treatment plans, progress notes, and all other relevant paperwork) for accuracy and adherence to all Medi-Cal and agency documentation standards. In addition to initial review by supervisors, QA staff also performs QA review of documentation. QA staff review for paperwork completion, timeliness, and compliance with all internal and external
documentation expectations. QA staff work collaboratively with supervisors to provide feedback and track errors/improvement requests until completion.
- PURCQ is held once a month and more frequently as needed. The PURCQ process is led by Clinical Supervisors and supported by QA staff. During the PURCQ process, supervisors review client diagnosis, impairment criteria, and effectiveness of interventions provided in order to demonstrate ongoing medical and service necessity for the length of treatment. QA staff support the process by reviewing completion of paperwork within required timelines. It is only after review in the PURCQ process that services are authorized as billable through the agency electronic health record.
- Peer reviews are held quarterly. During peer reviews, staff review client documentation including assessments, CANS, treatment plans, progress notes, authorizations, and all other relevant paperwork. Client diagnosis, supporting rationale, impairment criteria and linkage to goals/objectives, effectiveness of interventions provided. Progress notes are also reviewed for technical errors as well as clinical relevance to treatment outlined in the service plan.
- Chart review is ongoing. QA staff regularly review client documentation for technical and clinical accuracy. Chart review may also occur upon staff transitions (departures, transfers, staff change, etc) to ensure completion of the client record and to coordinate a smooth transition to a new service provider. Chart review may also be triggered as a result of findings in a peer review or when regular QA review of documents reveals a pattern of concern. Errors are tracked and corrected. Depending on the severity of the deficiencies, this may trigger an improvement plan for the staff or program, which may include additional training or oversight by QA staff.

3. Cultural Competency of staff and services

- Weekly individual and group clinical supervision address issues of culture and diversity. Any such issues arising from CANS are also addressed in supervision. Training needs are communicated to the training department.

4. Satisfaction with services

- Edgewood programs participate in the CBHS consumer perception survey process. Findings from client satisfaction surveys and program performance objectives are reviewed bi-annually by program staff and agency leadership. Information is analyzed and areas for improvement are identified. In areas that fall below expected results, corrective plans are implemented and activities are monitored until desired results occur. Continuous follow up is required to maintain improved levels.

5. Timely completion and use of outcome data, including CANS and/or ANSA data

- Client paperwork timelines are tracked upon admission through the electronic health record. Direct service providers receive regular notification of documentation timelines and requirements. Paperwork timeliness and use of CANS and/or ANSA is reviewed during the PURCQ process every six months. CANS items and identified needs are reviewed to confirm that prioritized needs are being addressed and clients are making progress towards established goals and objectives. QA

Contractor Name: Edgewood Center for Children and Families
City Fiscal Year: 2018-2019
07/01/2018
Contract ID \#: 1000010030
staff support the process by reviewing completion of paperwork within required timelines. It is only after review in the PURCQ process that services are authorized as billable through the agency electronic health record.
9. Required Language: N/A

## 1. Identifiers:

Program Name: Kinship Behavioral Health Outpatient Program Address: \#620-3801 $3^{\text {rd }}$ St.
City, State, Zip Code: San Francisco, CA 94124
Telephone (415) 681-3211/ FAX: (415) 375-7579
Website: www.edgewood.org

Contractor Address: 1801 Vicente Street
City, State, Zip Code: San Francisco, CA 94116
Name of Person Completing this Narrative: Jenny McTackett
Telephone: (415) 682-3281
Email Address: jennym@edgewood.org

Program Code(s): 885813

## 2. Nature of Document:

® New $\square$ Renewal $\square$ Modification

## 3. Goal Statement:

The goal of the Kinship Behavioral Health Outpatient program is to seek to make outpatient mental health, case management and medication support services more accessible to children who are dependents of San Francisco Human Service Agency.

## 4. Target Population:

Edgewood will serve youth who are in need of a mental health assessment and meet medical necessity for behavioral health services as defined by SF CBHS. Specific target populations addressed by this program include:

- Youth and families ages 4-18 who are dependents of San Francisco Human Service Agency.
- Youth and families in San Francisco's behavioral health, foster care, kinship, and juvenile justice systems who reside in counties outside of San Francisco.
- Youth and families who are eligible for Medi Cal for behavioral health services.
- Youth and families in which the youth has an Individualized Education Plan (IEP) with educationally related mental health services (ERMHS) approved by SFUSD.
- Youth and families with co-occurring disorders who present with multiple needs.


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

OP-MH Svcs, OP-Case Mgt Brokerage, OP-Crisis Intervention, OP-Medication Support, Katie A - In Home Behavioral Support (IHBS), Katie A- Intensive Case Coordination ((ICC)

## 6. Methodology:

## A. Describe how your program conducts outreach, recruitment, promotion, and advertisement.

Outreach and recruitment is generally conducted in collaboration between program leadership, i.e. program manager and/or clinical supervisor, SFUSD school staff, HSA PSWs, and DPH staff (i.e. social workers), and internally between programs (ie. Kinship), though anyone can refer a client for services.
B. Describe your program's admission, enrollment and/or intake criteria and process where applicable.

Upon receiving a referral intake coordinator (generally the program manager) will confirm Medi-cal coverage and/or ERMHS status utilizing an insurance or social security number. Once coverage is confirmed the referral is reviewed for appropriateness, e.g. age of client, needs, etc. Once coverage and needs are determined valid intake coordinator will contact the caregiver to either set up an initial meeting for assessment or relay waiting list status. If a wait is apparent intake coordinator will offer other referral options.

## C. Describe your program's service delivery model

Outpatient clinicians generally provide weekly services at the school, home, or other community location to children and youth 4-18 years of age. The modality will be based on a thorough assessment utilizing the CANS assessment tool and a formulation of goals. Interventions will be age and developmentally appropriate with a family (systemic) focus. Treatment progress is tracked throughout and goals are updated every six months. Collaboration with the family and school staff is consistent throughout the assessment and treatment phase. Appropriate referrals are made as indicated.

## D. Describe your program's exit criteria and process

Individualized treatment goals are established in conjunction with the client, caregiver, and often the school team. Achievement of goals and the discontinuation of services will be decided via collaboration with the clinician, client, and caregiver, and step-down services, such as individual to group only, are generally considered.

## E. Describe your program's staffing:

See corresponding Appendix B Salaries and Benefits page.

## 7. Objectives and Measurements:

## A. Standardized Objectives

All objectives, and descriptions of how objectives will be measured, are contained in the BHS document entitled BHS CYF Performance Objectives FY18-19. Edgewood Center for Children and Families will comply with all performance objectives except for D. 19 and D.20, and also with the exception of A6. Due to the severity of clients served Edgewood will be exempt from this performance objective.

## B. Individualized Objectives

N/A

## 8. Continuous Quality Improvement (CQI):

Edgewood is a CBHS funded provider and will meet the Community Programs Continuous Quality Assurance and Improvement requirements as described in the FY 18-19 Declaration of Compliance. All staff are introduced into a Continuous Quality Improvement (CQI) environment at the agency's New Hire orientation. At New Hire, CQI concepts are reviewed and staff are informed of their responsibility in the CQI process.

Quality Improvement (QI) is a continuous process and occurs across all programs, services, and departments. Quality Assurance (QA) staff work closely with providers and supervisors around areas of documentation, HIPAA, confidentiality, special incidents, client grievances, as well as any other issues or concerns that impact the environment of continuous quality improvement. Program teams and QA staff regularly review and analyze client satisfaction results, outcome data, program productivity, critical incidents, and delivery of culturally competent services to identify areas for improvement and inform changes in agency practice. QA staff identify patterns in documentation and practice and provide timely feedback to providers and supervisors to develop a plan of correction, as needed. Corrective plans are reviewed and monitored until desired results occur. Continuous follow up is required to maintain improved levels.
The CQI team consists of the Behavioral Health Director, the Clinical Supervisor and the QA Manager. The team meets once/month to review and monitor performance objectives and to identify training needs, as well as policy and procedure improvement needs.

1. Achievement of contract performance objectives and productivity

The Clinical Supervisor and Behavioral Health Director provide weekly efficiency reports measured against annual goals. The Clinical Supervisor and QA team review and monitor 1) the initial CANS assessment, the initial Treatment Plan of Care in Avatar, the Closing Summary and Discharge CANS, the initial requests for services recorded in the Avatar Timely Access Log, and height, weight and blood pressure entries using the new Avatar Vitals Entry Form to ensure data quality and timeliness.
2. Quality of documentation, including a description of the frequency and scope of internal chart audits

Opening of annual packets are reviewed in PURQC in accordance with DPH guidelines for filing by the PURQC Committee. The QA team and Clinical Supervisor review all progress notes. The Clinical Supervisor monitors and enforces deadlines for all documentation. Quarterly peer review and internal chart audits monitor the quality of documentation and lead to feedback \& training for clinicians, if indicated.

## 3. Cultural Competency of staff and services

```
Contractor Name: Edgewood Center for Children and Families
Appendix A-9
City Fiscal Year: 2018-2019
    07/01/2018
Contract ID #: 1000010030
```

Weekly individual and group clinical supervision address issues of culture and diversity. Any such issues arising from CANS are also addressed in supervision. Training needs are communicated to the training department.
4. Satisfaction with services

Programs participate in annual client satisfaction surveys and provide opportunities for feedback from clients and caregivers. Our program standard is a 24 hour timeline for responding to client questions or complaints.
5. Timely completion and use of outcome data, including CANS and/or ANSA data

The Clinical supervisor and QA team monitor charts to ensure that clinicians meet county deadlines. Outcome data from CANS is reviewed and discussed in PURQC. Minutes of CQI meetings, internal audit results, Portal/Avatar reports and descriptions of monitoring processes are maintained in the program administrative binder.

## 9. Required Language:

N/A

## Appendix $B$ Calculation of Charges

## 1. Method of Payment

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

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

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

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

## B. Final Closing Invoice

(1) Fee For Service Reimbursement:

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

A final closing invoice, clearly marked "FINAL," shall be submitted no later than forty-five (45) calendar days following the closing date of each fiscal year of the Agreement, and shall include only those costs incurred during the referenced period of performance. If costs are not invoiced during this period, all unexpended funding set aside for this Agreement will revert to CITY.
C. Payment shall be made by the CITY to CONTRACTOR at the address specified in the section entitled "Notices to Parties."
D. Upon the effective date of this Agreement, contingent upon prior approval by the CITY'S Department of Public Health of an invoice or claim submitted by Contractor, and of each year's revised Appendix A (Description of Services) and each year's revised Appendix B (Program Budget and Cost Reporting Data Collection Form), and within each fiscal year, the CITY agrees to make an initial payment to CONTRACTOR not to exceed twenty-five per cent ( $25 \%$ ) of the General Fund and MHSA (Prop 63) portion of the CONTRACTOR'S allocation for the applicable fiscal year.

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

## 2. Program Budgets and Final Invoice

A. Program are listed below:

| Appendix B-1 | Counseling Enriched Education Program |
| :--- | :--- |
| Appendix B-2 | Residentially-Based Treatment (RBT) |
| Appendix B-3 | Behavioral Health Outpatient |
| Appendix B-4 | Therapeutic Behavioral Services (TBS) |
| Appendix B-5 | Wraparound (WRAP) |
| Appendix B-6 | Early Childhood Mental Health Consultation Initiative (ECMHCI) |
| Appendix B-7 | School-Based Behavioral Health Services |
| Appendix B-8 | Crisis, Triage and Assessment Center (CTAC) Hospital Diversion (8858H2) |
| Appendix B-8a | Crisis, Triage and Assessment Center (CTAC) Hospital Diversion (8858H1) |
| Appendix B-8b | Crisis, Triage and Assessment Center (CTAC) CSU (8858CS) |
| Appendix B-9 | Kinship Behavioral Health Outpatient |

## B. Compensation

Compensation shall be made in monthly payments on or before the $30^{\text {th }}$ day after the DIRECTOR, in his or her sole discretion, has approved the invoice submitted by CONTRACTOR. The breakdown of costs and sources of revenue associated with this Agreement appears in Appendix B, Cost Reporting/Data Collection (CR/DC) and Program Budget, attached hereto and incorporated by reference as though fully set forth herein. The maximum dollar obligation of the CITY under the terms of this Agreement shall not exceed Twenty Four Million Two Hundred Twenty Four Thousand Five Hundred Eight Dollars $\mathbf{( \$ 2 4 , 2 2 4 , 5 0 8 )}$ for the period of July 1, 2018 through June 30, 2021.

CONTRACTOR understands that, of this maximum dollar obligation, $\mathbf{( \$ 2 , 5 9 5 , 4 8 3})$ is included as a contingency amount and is neither to be used in Appendix B, Budget, or available to CONTRACTOR without a modification to this Agreement executed in the same manner as this Agreement or a revision to Appendix B, Budget, which has been approved by the Director of Health. CONTRACTOR further understands that no payment of any portion of this contingency amount will be made unless and until such modification or budget revision has been fully approved and executed in accordance with applicable CITY and Department of Public Health laws, regulations and policies/procedures and certification as to the availability of funds by the Controller. CONTRACTOR agrees to fully comply with these laws, regulations, and policies/procedures.
(1) For each fiscal year of the term of this Agreement, CONTRACTOR shall submit for approval of the CITY's Department of Public Health a revised Appendix A, Description of Services, and a revised Appendix B,

Program Budget and Cost Reporting Data Collection form, based on the CITY's allocation of funding for SERVICES for the appropriate fiscal year. CONTRACTOR shall create these Appendices in compliance with the instructions of the Department of Public Health. These Appendices shall apply only to the fiscal year for which they were created. These Appendices shall become part of this Agreement only upon approval by the CITY.
(2) CONTRACTOR understands that, of the maximum dollar obligation stated above, the total amount to be used in Appendix B, Budget and available to CONTRACTOR for the entire term of the contract is as follows, notwithstanding that for each fiscal year, the amount to be used in Appendix B, Budget and available to CONTRACTOR for that fiscal year shall conform with the Appendix A, Description of Services, and Appendix B, Program Budget and Cost Reporting Data Collection form, as approved by the CITY's Department of Public Health based on the CITY's allocation of funding for SERVICES for that fiscal year.

| July 1, 2018 through June 30, 2019 | $\$$ | $7,209,675$ |
| :--- | ---: | ---: |
| July 1, 2019 through June 30,2020 | $\$$ | $7,209,675$ |
| July 1,2020 through June 30,2021 | $\$$ | $7,209,675$ |
| Subtotal - July 1, 2018 through June 30, 2021 | $\mathbf{\$}$ | $\mathbf{2 1 , 6 2 9 , 0 2 5}$ |
| Contingency | $\$$ | $2,595,483$ |
| TOTAL - July 1,2018 through June 30, 2021 | $\mathbf{\$}$ | $\mathbf{2 4 , 2 2 4 , 5 0 8}$ |

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

## 3. Services of Attorneys

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

## 4. State or Federal Medi-Cal Revenues

A. CONTRACTOR understands and agrees that should the CITY'S maximum dollar obligation under this Agreement include State or Federal Medi-Cal revenues, CONTRACTOR shall expend such revenues in the provision of SERVICES to Medi-Cal eligible clients in accordance with CITY, State, and Federal Medi-Cal regulations. Should CONTRACTOR fail to expend budgeted Medi-Cal revenues herein, the CITY'S maximum dollar obligation to CONTRACTOR shall be proportionally reduced in the amount of such unexpended revenues. In no event shall State/Federal Medi-Cal revenues be used for clients who do not qualify for Medi-Cal reimbursement.
B. CONTRACTOR further understands and agrees that any State or Federal Medi-Cal funding in this Agreement subject to authorized Federal Financial Participation (FFP) is an estimate, and actual amounts will be determined based on actual services and actual costs, subject to the total compensation amount shown in this Agreement."

## 5. Reports and Services

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

| DHCS Legal Entity Number (MH): 000273DHCS Legal Entily Name (MH)/Contractor Name (SA):Contract ID \#: : 1000010030 |  |  |  |  |  |  |  |  |  |  | Funding | Page: Fiscal Year: Notification Date: | $\begin{gathered} \frac{5}{2018-2019} \\ \hline 05 / 23 / 18 \end{gathered}$ |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  |  |  | B-3 | E-4 | 8-5 | B-6 | B-7 | E-8 | E-8a | E-8b | B-9 |  |  |
| Provider Number | 8858 | 8858 | 8858 | 8858 | 8858 | ${ }^{8858}$ | 8858 | 8858 | 8858 | 8858 | 8858 |  |  |
|  |  |  |  |  |  |  | School-Based |  |  |  |  |  |  |
| Program Name(s) | Counseling Enriched Education Program | Residentitlly- Based Treatment | Behavioral Health op | TBS | Wraparound | ECMHCI | Behavioral Health Sencices | $\begin{gathered} \text { CTAC } \\ \text { (Hospital Oiversion) } \\ \hline \end{gathered}$ | $\begin{array}{c\|} \text { CTAC } \\ \hline \text { (Hospital Olversion) } \\ \hline \end{array}$ | $\begin{gathered} \operatorname{cTAC} \\ (C S U) \end{gathered}$ | Kinship Behavioral Health Outpatient | SUE-total |  |
| Program Codes(s) | 88580 P | 88584 | 885814 | 885818 | 885819 | NA | NA | 8858 H 2 | 8858H1 | 8858CS | 885813 | fiscal year | contract term |
| Funding Term (mm/di/h W - $\mathrm{mm} / \mathrm{dd} / \mathrm{m}$ ) | 711718-6/3019 | 71/118-5/30/19 | 711/18-6/30/19 | 771/48-6/30H9 | 7/1718-5830019 | 71/18-12/1/1/88 | 711/18-6/30/19 | $77 / 18-12311 / 18$ | 7/1/18-1/3/1/18 | 711118-1213118 | 7/1118-6/30/19 | 07/1118-06/30/19 | 07101118-06/30/21 |
| FUNDING USES |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Salaries | 502,837 | 452,745 | 602.057 | 602, 896 | 460,478 | 203,179 | 94,744 | 97,512 | 225,059 | 1,190,864 | 50,168 | 4,482.539 | 13,447.617 |
| Employee Benefits | 150,851 | 135,823 | 180.618 | 180,869 | 138,143 | 60,953 | 28,423 | 29,253 | 67.518 | 357,259 | 15,050 | 1,344,760 | 4,034,280 |
| Subtotal Salaries \& Employee Benefits | 653,688 | 588,568 | 782,675 | 783,765 | 598,621 | 264,132 | 123,167 | 126,765 | 292,577 | 1.548.123 | 65,218 | 5,827,299 | 17,481,897 |
| Operating Expenses | 42.300 | 20,128 | 69,500 | 24,375 | 67,000 | 60,731 | 10,300 | 3,669 | 29,027 | 114,957 | - | 441,987 | 1325,961 |
| Capital Expenses |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Subtotal Direct Expenses | 695,988 | 608,696 | 852,175 | ${ }^{808,140}$ | 665,621 | 324,863 | 133,467 | 130,434 | 321,604 | 1,663,080 | 65,218 | 6,269,286 | 18,807,858 |
| Indirect Expenses | 104.398 | 91,304 | 127,825 | 121.220 | 99,843 | 48,729 | 20.020 | 19,566 | 48,240 | 249,462 | 9,782 | 940389 | 2,821167 |
| Indirect \% | 15\% | 15\% | 15\% | 15\% | 15\% | 15\% | 15\% | 15\% | 15\% | 15\% | 15\% | 15\% |  |
| TOTAL FUNDING USES | 800,386 | 700,000 | 980,000 | 929,360 | 765,464 | 373,592 | 153,487 | 150,000 | 369,844 | 1,912,542 | 75,000 | 7,209,675 | 21,629,025 |
|  |  |  |  |  |  |  |  |  |  | Employee Frin | ge Benefits \% | 30.0\% | 30.0\% |
| EHS MENTAL HEALTH FUNOING SOURCES |  |  |  |  |  |  |  |  |  |  |  |  |  |
| MH FED SDMC FFP (50\%) CYF | 390,193 | 350.000 | 475,000 | 484.680 | 345.017 | - |  | 75,000 | - | 252,256 | 37,500 | 2,389,646 | 7168,938 |
| MH STATE CYF 2011 PSR-EPSDT | 61,024 | 220,864 | 420,186 | 402,084 | 326,997 | - | - | 75,000 |  | 323.204 | 37,500 | 1,866,859 | 5,500,577 |
| MH STATE Family Mosaic Capitated Medi-Cal | 20,000 |  |  | - |  | - |  | - |  |  |  | 20.000 | ${ }^{60,000}$ |
| MH WO HSA MH HSA GF Matches |  |  |  |  | 86,822 |  |  |  |  |  |  |  |  |
| MH WO HSA DMSF CH DHS Childcare | - | - |  | - |  | 42,631 | - |  | - | - | . | 42.631 | $\underline{127.893} 5$ |
| MH WO DCYF Child Care |  |  |  |  | - | 173,418 |  |  |  |  |  | 173,418 | 520,254 |
| MH WO CFC School Readiness |  |  |  | - |  | 117,439 |  |  |  |  |  | 117,439 | 352,317 |
| MH WO CFC MH Pre-School | - | - | - | - |  | 21,033 |  |  |  |  | - | 21,035 | 63,099 |
| MH M M SA (PEI) | - | - |  |  |  | 16,206 | 153,487 |  |  |  |  | 169,693 | 509.079 |
| MH GRANT MH TRIAGE PERSONNEL (no CFDA) | 34.944 |  |  |  |  | - |  |  |  |  |  | 34,944 | 10¢, 832 |
| MH STF COUNTY Genearal Fund (match) | 294, ${ }^{34,54}$ | 129,136 | 54,814 | 62.596 |  |  |  |  |  | 20,052 |  | 560,823 | 1,682,469 |
| MH CYF Count General Fund |  | - | 30,000 | - | 4,510 |  | - | - | 369,844 | 1,011,544 | $\cdot$ | 1,415,898 | 4,247, 694 |
| MH CYF COUNTY WO CODB |  |  |  |  | 2.118 | 2.865 |  |  |  | 305,486 |  | 310,469 | 931,407 |
| TOTAL BHS MENTAL HEALTH FUNDING SOURGES | 800,386 | 700,000 | 980,000 | 929,360 | 765,464 | 373,592 | 153,487 | 150,000 | 369,844 | 1,912, 542 | 75,000 | 7,209,675 | 21,639,025 |
| BHS SUBSTANGE ABUSE FUNDING SOURCES |  |  |  |  |  |  |  |  |  |  |  |  |  |
| TOTAL BHS SUBSTANCE ABUSE FUNDING SOURGES | - | - | - | - | - | - | - | - |  |  | - |  |  |
| OTHER DPH FUNOING SOURCES |  |  |  |  |  |  |  |  |  |  |  |  |  |
| TOTAL OTHER DPH FUNDING SOURCES |  |  | - |  |  |  |  | - |  | . | . |  |  |
| TOTAL DPH FUNDING SOURCES | 800,386 | 700,000 | 980,000 | 929,360 | 765,464 | 373,592 | 153,487 | 150,000 | 369,844 | 1,992,542 | 75,000 | 7,209,675 | 21,629,025 |
| NON-DPH FUNDING SOURCES |  |  |  |  |  |  |  |  |  |  |  |  |  |
| TOTAL NON-DPH FUNOING SOURCES |  |  |  |  |  |  |  |  |  |  |  |  |  |
| TOTAL FUNOING SOURCES (OPH AND NON-DPH] | 800,386 | 700,000 | 980,000 | 929,360 | 765,464 | 373,592 | 153,487 | 150,000 | 369,844 | 1,912,542 | 75,000 | 7,209,675 | 21,629,025 |
| Prepared ${ }^{\text {y }}$ | Melak | Totah | Phone Number | $415-680-7797$ |  |  |  |  |  |  |  |  |  |

## Appendix B -DPH 6: Contract-Wide Indirect Detail

Contractor Name: Edgewood Center for Children and Families
Contract ID \#:: 1000010030

| Page \#: | 6 |
| ---: | :--- |
| Fiscal Year: | $\frac{2018-2019}{}$ Funding Notification Date: |

## 1. SALARIES \& BENEFITS

| Position Title | FTE | Amount |  |
| :---: | :---: | :---: | :---: |
| CEO | 0.32 | \$ | 80,125.64 |
| CFO | 0.32 | \$ | 72,113.08 |
| Director of IT | 0.32 | \$ | 47,569.34 |
| Desktop Support Analyst | 0.32 | \$ | 21,153.17 |
| Executive Assistant | 0.32 | \$ | 24,037.69 |
| HR Director | 0.32 | \$ | 42,812.41 |
| Facilities Technician | 0.32 | \$ | 16,025.13 |
| Accountant | 0.32 | \$ | 16,490.70 |
| Director of Finance | 0.32 | \$ | 40,062.82 |
| Controller | 0.32 | \$ | 44,870.36 |
| Recruiter | 0.32 | \$ | 22,833.28 |
| AP Specialist | 0.32 | \$ | 17,653.60 |
| Payroll Accountant | 0.32 | \$ | 20,213.46 |
| Senior Accountant | 0.32 | \$ | 18,589.15 |
| Billing Clerk | 0.32 | \$ | 16,666.13 |
| Billing Lead | 0.32 | \$ | 20,213.46 |
| IT Help Desk | 0.32 | \$ | 20,213.46 |
| HR Coordinator | 0.32 | \$ | 17,627.64 |
| Senior Financial Analyst | 0.32 | \$ | 20,832.67 |
| Director of Facilities Management | 0.32 | \$ | 25,640.20 |
| Payroll Assistant | 0.32 | \$ | 16,490.70 |
|  |  |  |  |
|  |  |  |  |
| Subtotal: | 6.71 | \$ | 622,234.00 |
| Employee Fringe Benefits: | 30.0\% | \$ | 186,670.20 |
| Total Salaries and Benefits: |  | \$ | 808,904.00 |

## 2. OPERATING COSTS

| Expense line item: | Accounting/Audit Fees |
| :---: | ---: |
| Insurance | $38,547.00$ |
| Software Fees/Expense | $45,506.11$ |
| Consulting | $25,000.00$ |
|  | $22,432.04$ |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |

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



Program Name: Counseling Enriched Education Program Program Code: 88580P

Appendix \#: $\quad$ B-1
Fiscal Year: $\frac{3018-2019}{}$

|  |  |  |  |  |  |  |  |  |  | Funding Notification Date: |  |  | $05 / 23 / 18$ |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Expense Categories \& Line Items |  | TAL |  | al Fund P751594 |  |  |  |  |  |  |  |  |  |
| Term (mm/dd/yy-mm/dd/yy): |  | 6/30/19 |  | 6/30/19 |  |  |  |  |  |  |  |  |  |
| Rent | \$ | - |  |  |  |  |  |  |  |  |  |  |  |
| Utilities(telephone, electricity, water, gas) | \$ | 10,000.00 | \$ | 10,000.00 |  |  |  |  |  |  |  |  |  |
| Building Repair/Maintenance | \$ | 17,000.00 | \$ | 17,000.00 |  |  |  |  |  |  |  |  |  |
| Occupancy Total: | \$ | 27,000.00 | \$ | 27,000.00 | \$ | - | \$ | - | \$ | - | \$ | - | \$ |
| Office Supplies | \$ | 750.00 | \$ | 750.00 |  |  |  |  |  |  |  |  |  |
| Photocopying | S | 2,000.00 | \$ | 2,000.00 |  |  |  |  |  |  |  |  |  |
| Program Supplies | \$ | 2,300.00 | \$ | 2,300.00 |  |  |  |  |  |  |  |  |  |
| Computer Hardware/Software | \$ | 250.00 | \$ | 250.00 |  |  |  |  |  |  |  |  |  |
| - Materials \& Supplies Total: | \$ | 5,300.00 | \$ | 5,300.00 | \$ | - | \$ | - | \$ | - | \$ | - | \$ |
| Training/Staff Development | \$ | 7,500.00 | \$ | 7,500.00 |  |  |  |  |  |  |  |  |  |
| Insurance | \$ | 2,500.00 | \$ | 2,500.00 |  |  |  |  |  |  |  |  |  |
| Professional License | \$ | - |  |  |  |  |  |  |  |  |  |  |  |
| Permits | \$ | - |  |  |  |  |  |  |  |  |  |  |  |
| Equipment Lease \& Maintenance | \$ | - |  |  |  |  |  |  |  |  |  |  |  |
| General Operating Total: | \$ | 10,000.00 | \$ | 10,000.00 | \$ | - | \$ | - | \$ | - | \$ | - | \$ |
| Local Travel | \$ | - |  |  |  |  |  |  |  |  |  |  |  |
| Out-of-Town Travel | \$ | - |  |  |  |  |  |  |  |  |  |  |  |
| Field Expenses | \$ | - |  |  |  |  |  |  |  |  |  |  |  |
| Staff Travel Total: | \$ | - | \$ | - | \$ | - | \$ | - | \$ | - | \$ | - | \$ |
| Consultant/Subcontractor (Provide Consultant/Subcontracting Agency Name, Service Detail w/Dates, Hourly Rate and Amounts) | \$ | - |  |  |  |  |  |  |  |  |  |  |  |
| (add more Consultant/Subcontractor lines as necessary) | \$ | - |  |  |  |  |  |  |  |  |  |  |  |
| Consultant/Subcontractor Total: | \$ | - | \$ | - | \$ | - | \$ | - | \$ | - | \$ | - | \$ |
| Other (provide detail): | \$ | - |  |  |  |  |  |  |  |  |  |  |  |
|  | \$ | - |  |  |  |  |  |  |  |  |  |  |  |
|  | \$ | - |  |  |  |  |  |  |  |  |  |  |  |
| Other Total: | \$ | - | \$ | - | \$ | - | \$ | - | \$ | - | \$ | - | \$ |

TOTAL OPERATING EXPENSE
$\$$
\$
S
\$

## BUDGET JUSTIFICATION



| Staff Position 2: Clinical Supervision |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: |
|  Provides clinica <br> Bedi-cal stand <br> Brief description of job duties:  <br> response and  | Provides clinical oversight, training, and supervision for clinicians in accordance with BBS and Medi-cal standards, including individual and group supervision. Guides treatment planning, crisis response and intervention. |  |  |  |  |
| Master's degre <br> Minimum qualifications: BBS; $2+$ years | Master's degree in Psychology, MFT, Counseling, Social Work or related field; Licensed with BBS; 2+ years post-licensure experience and eligible to provide BBS clinical supervision. |  |  |  |  |
| Annual Salary: | x FTE: | $x$ Months per Year: | Annualized (if less than 12 months): |  | tal |
| \$70,000.00 | 0.25 | 12 | - 1 | \$ | 17,500 |


| Staff Position 3: Therapist \& Care Manager |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: |
|  Provides speci <br>  support, individ <br> Works as part  <br> Brief description of job duties:  <br> families enrolle  | Provides specialty mental health services including: assessment, plan development, crisis support, individual, family and group therapy, case management, rehab, and collateral support. Works as part of a multi-disciplinary team to provide high-acuity treatment and care to clients and families enrolled in Outoatient level of care |  |  |  |  |
| Master's degree in Psychology, MFT, Counseling, Social Work or related field; registered with Minimum qualifications: BBS; licenced or licensed eligible; CANS certified |  |  |  |  |  |
|  |  |  |  |  |  |
| Annual Salary: | x FTE: | $x$ Months per Year: | Annualized (if less than 12 months): |  | otal |
| \$58,968.00 | 4.00 | 12 | 1 | \$ | 235,872 |
| Staff Position 4: Instructional Specialist |  |  |  |  |  |
|  |  |  |  |  |  |
| Brief description of job duties:Acts as an ass <br> when needed, | Acts as an assistant teacher/tutor for all educational subjects including behavorial interventions when needed, provides guidance and direction to relief staff |  |  |  |  |
| Demonstrate and models excellent "customer service" orientation, experience in residential, Minimum qualifications: school, day care or child, ability to carry out agency behavior intervention procedures. | Demonstrate and models excellent "customer service" orientation, experience in residential, school, day care or child, ability to carry out agency behavior intervention procedures. |  |  |  |  |
|  |  |  |  |  |  |
| Annual Salary: | x FTE: | $x$ Months per Year: | Annualized (if less than 12 months): |  | otal |
| \$45,718.33 | 3.00 | 12 | 1 | \$ | 137,155 |


| Staff Position 5: Lead MHRS |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: |
|  Coordinates wit <br> intensive sched <br> Brief description of job duties:  | Coordinates with multidisciplinary milieu staff to maintain and consistently carry out a weekly intensive schedule, monitors and coaches implementation of individualized behavioral support plans by maintaining awareness of all plans and giving continuous feedback to classroom staff to |  |  |  |  |
| Must meet Sta <br> time relevantMinimum qualiflcations: experience) | Must meet State Requirements as a Mentai Health Rehabilitation Specialist (MA \& 4 years fuiltime relevant mentai health work experience, BA \& 5 years full-time relevant mental health work experience) |  |  |  |  |
| Annual Salary: | x FTE: | $x$ Months per Year: | Annualized (if less than 12 months): |  | tal |
| \$52,520.00 | 1.23 | 12 | 1 | \$ | 64,721 |

## BUDGET JUSTIFICATION



## 2) OPERATING EXPENSES:

Occupancy:

| Expense Item | Brief Description | Rate | Cost |
| :---: | :---: | :---: | :---: |
| Utilities(telephone, electricity, water, gas) |  | 10,000 |  |
| Building Repair/Maintenance |  |  | 17 |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

## Materials \& Supplies:

| Expense Item | Brief Description | Rate | Cost |
| :---: | :---: | :---: | :---: |
| Office Supplies |  |  | 750 |
| Photocopying |  |  | 2,000 |
| Program Supplies |  |  | 2,300 |
| Computer Hardware/Software |  |  | 250 |
|  |  |  |  |
| Total Materials \& Supplies: 5 , 300 |  |  |  |

## BUDGET JUSTIFICATION

| Contractor N | ter for Children \& Families | Appendix \#: | B-1 |
| :---: | :---: | :---: | :---: |
| Program N | iched Education Program | Page \#: | 4 C |
|  |  | Fiscal Year: | 2018-2019 |
|  |  | Funding Notification Date: | 05/23/18 |
| General Operating: |  |  |  |
| Expense Item | Brief Description | Rate | Cost |
| Training/Staff Development |  |  | 7,500 |
| Insurance |  |  | 2,500 |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  | Total General Operating: | 10,000 |

## Staff Travel:

| Purpose of Travel Location | Expense litem | Rate |  |  |
| :--- | :---: | :---: | :---: | :---: |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |

Consultants/Subcontractors:

| Consultant/Subcontractor Name | Service Description | Rate | Cost |
| :---: | :---: | :---: | :---: |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

Other:

3) CAPITAL EXPENDITURES: (If needed. A unit valued at $\$ 5,000$ or more)


| DHCS Legal Entity Name (MH)/Contractor Name (SA): 00273 |  | Appendix\#:Page \#:Fiscal Year:Funding Notification Date: |  |  |  |  | B-2 |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Provider Name: Edgewood Center for Children and Families Provider Number: 8858 |  |  |  |  |  |  | 1 |
|  |  | 2018-2019 |
|  |  | 05/23/18 |
| Program Name |  |  |  |  |  |  | Residentially- Based Treatment | ResidentiallyBased Treatment | ResidentiallyBased Treatment | ResidentiallyBased Treatment |  |  |
|  | Program Code |  |  |  |  |  | 88584 | 88584 | 88584 | 88584 |  |  |
| Mode/SFC (MH) or Modality (SA) |  | 15/10-57, 59 | 15/01-09 | 15/70-79 | 15/60-69 |  |  |
| Service Description |  |  | OP-Case Mgt | OP-Crisis | OP-Medication |  |  |
|  |  | OP-MH Sves | Brokerage | Intervention | Support |  |  |
| Funding Term ( $\mathrm{mm} / \mathrm{dd} / \mathrm{yy}$ - mm/dd/y ) |  | 7/1/18-6/30/19 | 7/1/18-6/30/19 | 711/18-6/30/19 | 771/18-6/30/19 |  | TOTAL |
| FUNDING USES |  |  |  |  |  |  |  |
|  | Salaries \& Employee Benefits | 526,246.00 | 32,707.00 | 961.00 | 28,654.00 |  | 588,568 |
|  | Operating Expenses | 19,841 | 27 | 260 | - |  | 20,128 |
| Capital Expenses |  |  |  |  |  |  |  |
| Subtotal Direct Expenses |  | 546,087 | 32,734 | 1,221 | 28,654 | - | 608,696 |
| Indirect ExpensesTOTAL FUNDING USES |  | 81,913 | 4,910 | 183 | 4,298 |  | 91,304 |
|  |  | 628,000 | 37,644 | 1,404 | 32,952 | - | 700,000 |
| BHS MENTAL HEALTH FUNDING SOURCES | Accounting Code (Index Cade or Detail) |  |  |  |  |  |  |
| MH FED SDMC FFP ( $50 \%$ ) CYF | HMHMCP751594 | 314,000 | 18,822 | 702 | 16.476 |  | 350,000 |
| MH STATE CYF 2011PSR-EPSDT | HMHMCP751594 | 200,562 | 12,894 | 292 | 7.116 |  | 220,864 |
| MH STATE Family Mosaic Capitated Medi-Cal | HM ${ }^{\text {PMCP8828CH }}$ |  |  |  |  |  |  |
| MH WO HSA MH HSA GF Matches | HMHMCHMTCHWO |  |  |  |  |  |  |
| MH WO HSA DMSF CH DHS Childcare | HMHMCHCDHSWO |  |  |  |  |  |  |
| MH WO DCYF Child Care | HMHMCHDCYFWO |  |  |  |  |  |  |
| MH WO CFC School Readiness | HMHMCHSRIPWO |  |  |  |  |  |  |
| MH WO CFC MH Pre-School | HMHMCHPFAPWO |  |  |  |  |  |  |
| MH MHSA (PEI) | HMHMPROP63/PMHS63-1810 |  |  |  |  |  |  |
| MH GRANT MH TRIAGE PERSONNEL (no CFDA) | HMHMCHGRANTS/HMCH06-1800 |  |  |  |  |  |  |
| MH STATE CYF 1991 Realignment | HMHMCP751594 |  |  |  |  |  |  |
| MH CYF COUNTY General Fund (match) | HMHMCP751594 | 113,438 | 5,928 | 410 | 9,360 |  | 129,136 |
| MH CYF COUNTY General Fund | HMHMCP751594 |  | - | - |  |  |  |
| MH CYF COUNTY WO CODB | HMHMCP751594 |  |  |  |  |  |  |
| TOTAL BHS MENTAL HEALTH FUNDING SOURCES |  | 628,000 | 37,644 | 1,404 | 32,952 | - | 700,000 |
| BHS SUBSTANCE ABUSE FUNDING SOURCES | Accounting Code (Index Code or Detail) |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
| This row left blank for funding sources not in drop-down list |  |  |  |  |  |  | - |
| TOTAL BHS SUBSTANCE ABUSE FUNDING SOURCES |  | - | - | - | - | - |  |
| OTHER DPH FUNDING SOURCES | Accounting Code (Index Code or Detail) |  |  |  |  |  |  |
|  |  |  |  |  |  | - | - |
| This row left blank for funding sources not in drop-down list |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  | - |
| TOTAL OTHER DPH FUNDING SOURCES |  | - |  |  |  |  |  |
|  | TOTAL DPH FUNDING SOURCES | 628,000 | 37,644 | 1,404 | 32,952 | - | 700,000 |
| NON-DPH FUNDING SOURCES |  |  |  |  |  |  |  |
| This row left blank for funding sources not in drop-down list |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  | - |
| TOTAL NON-DPH FUNDING SOURCES |  |  |  |  |  |  |  |
| TOTAL FUNDING SOURCES (DPH AND NON-DPH) |  | 628,000 | 37,644 | 1,404 | 32,952 | - | 700,000 |
| BHS UNITS OF SERVICE AND UNIT COST |  |  |  |  |  |  |  |
| Number of Beds Purchased (if applicable) |  |  |  |  |  |  |  |
| SA Only - Non-Res $33-$ ODF \# of Group Sessions (classes) |  |  |  |  |  |  |  |
| SA Only - Licensed Capacity for Medi-Cal Provider with Narcotic Tx Program |  |  |  |  |  |  |  |
| Payment Method |  | $\begin{array}{\|c\|} \hline \text { Fee-For-Service } \\ \text { (FFS) } \\ \hline \end{array}$ | $\begin{gathered} \text { Fee-For-Service } \\ \text { (FFS) } \end{gathered}$ | $\begin{gathered} \hline \text { Fee-For-Service } \\ \text { (FFS) } \\ \hline \end{gathered}$ | $\begin{gathered} \text { Fee-For-Service } \\ \text { (FFS) } \\ \hline \end{gathered}$ |  |  |
| DPH Units of Service |  | 207,682 | 15,992 | 315 | 5,981 |  |  |
|  |  | Staff Minute | Staff Minute | Staft Minute | Staff Minute | 0 |  |
| Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only) |  | 3.02 | 2.35 | 4.45 | 5.51 | \$ |  |
| Cost Per Unit - Contract Rate (DPH \& Non-DPH FUNDING SOURCES) |  | 3.02 | 2.35 | 4.45 | 5.51 | \$ . |  |
| Published Rate (Medi-Cal Providers Only) |  | 3.02 | 2.35 | 4.45 | 5.51 |  | Total UDC |
| Unduplicated Clients (UDC) |  | 50 | 50 | 50 | 50 |  | 50 |

Program Name: Residentially- Based Treatment
Program Code: 88584



[^0]
## BUDGET JUSTIFICATION

| Contractor Name Edgewood Center for Children \& Families | Appendix \#: Page \#: | B-2 |
| :---: | :---: | :---: |
| Program Name: Residentially Based Treatment |  | 4a |
|  | Fiscal Year: | 2018-2019 |
|  | Funding Notification Date: | 05/23/18 |

1a) SALARIES



## BUDGET JUSTIFICATION

| Contractor Name Edgewood Center for Children \& Families | Appendix \# | B-2 |
| :---: | :---: | :---: |
| Program Name: Residentially Based Treatment | Page \# | 4 C |
|  | Fiscal Year | 2018-2019 |
|  | Funding Notification Date: | 05/23/18 |

## 2) OPERATING EXPENSES:

## Occupancy:

| Expense Item | Rrief Descriptlon | Rate | Cost |
| :---: | :--- | :--- | ---: |
| Utilities |  |  | 6,000 |
| Building Repair/Maintenance |  |  | 10,000 |
|  |  |  |  |
|  |  |  |  |
|  |  | Total Occupancy: | $\mathbf{1 6 , 0 0 0}$ |

Materials \& Supplies:

| Expense Item | Brief Description | Rate | Cost |
| :---: | :---: | :---: | :---: |
| Office Supplies |  |  | 503 |
| Photocopying |  |  | 375 |
| Program Supplies |  |  | 750 |
| Computer Hardware/Software |  |  |  |
|  |  |  |  |

General Operating:


Staff Travel:


Consultants/Subcontractors:
Consultant'Subcontractor Name Service Description

|  | Rate | Cost |  |
| :--- | :--- | :--- | :--- |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

## Other:

| Expense Item | Brief Description | Rate | Cost |
| :---: | :---: | :---: | :---: |
|  |  |  |  |
|  |  |  |  |
|  |  | Total Other: |  |
|  |  | TOTAL OPERATING EXPENSES: | 20,128 |

## BUDGET JUSTIFICATION

| Contractor Name Edgewood Center for Children \& Families | Appendix \# | B-2 |
| :---: | :---: | :---: |
| Program Name: Residentially Based Treatment | Page \# | 4d |
|  | Fiscal Year | 2018-2019 |
|  | Funding Notification Date | 05/23/18 |

3) CAPITAL EXPENDITURES: (If needed. A unit valued at $\$ 5,000$ or more)




Appendix B - DPH 4: Operating Expenses Detail

Program Name: Behavioral Health OP
Program Code: 885814

| Appendix \#: | B-3 |
| ---: | :--- |
| Page \#: | 3 |
| Fiscal Year: | $\frac{2018-2019}{}$ |
| Funding Notification Date: | $05 / 23 / 18$ |



## BUDGET JUSTIFICATION

## Contractor Name Edgewood Center for Children \& Families <br> Program Name: Behavorial Health Outpatient

| Appendix \# | B-3 |
| :---: | :---: |
| Page \# | 4a |
| Fiscal Year | 2018-2019 |
| Funding Notification Date | 05/23/18 |

1a) SALARIES

| Staff Position 1: Regional Director |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: |
|  Strategically d <br>  <br> based, family c <br> care. Maintains <br> Ensures maintef description of job duties:  | Strategically designs, oversees, develops and implements cutting-edge, multifaceted, evidencedbased, family centered programs. Oversees clinical services across Edgewood's continuum of care. Maintains positive and collaborative relationships with external partners and funders. Ensures maintenance of budgets, contracts and agreements with public and private entities, and ensures timely submission of required documents and reports |  |  |  |  |
| Masters Degre administrative, <br> Minimum qualifications: program mana | Masters Degree in the behavioral health field required, Doctorate preferred. 10+ years administrative, fiscal experience in a similar agency, with demonstrated effectiveness in clinical program management |  |  |  |  |
| Annual Salary: | x FTE: | $x$ Months per Year: | Annualized (if less than 12 months): |  |  |
| \$140,000.00 | 0.13 | 12 | 1 |  | 17,500 |


| Staff Position 2: Behavorial Health Director |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: |
| Provides BBS clinical manag Brief description of job duties: effective comm | Provides BBS clinical supervision and support for MFT licensed staff, works hand in hand with clinical manager to ensure program runs smoothly and with management decisions, ensures effective communication between all memebers of a child's care team |  |  |  |  |
| Master's degre BBS; 2+ years | Master's degree in Psychology, MFT, Counseling, Social Work or related field; Licensed with BBS; 2+ years post-licensure experience and eligible to provide BBS clinical supervision, 3 years of supervision experience |  |  |  |  |
| Annual Salary: | x FTE: | $x$ Months per Year: | Annualized (if less than 12 months): |  | tal |
| \$115,000.00 | 0.33 | 12 | 1 | \$ | 37,950 |


| Staff Position 3: Clinical Supervisor |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: |
| Provides clinica Medi-cal stand Brief description of job duties: response and i | Provides clinical oversight, training, and supervision for clinicians in accordance with BBS and Medi-cal standards, including individual and group supervision. Guides treatment planning, crisis response and intervention. |  |  |  |  |
| Minimum qualifications: MBS; 2+ years | Master's degree in Psychology, MFT, Counseling, Social Work or related field; Licensed with BBS; 2+ years post-licensure experience and eligible to provide BBS clinical supervision. |  |  |  |  |
|  |  |  |  |  |  |
| Annual Salary: | x FTE: | x Months per Year: | Annualized (if less than 12 months): |  | tal |
| \$75,000.00 | 1.00 | 12 |  | \$ | 75,000 |



## BUDGET JUSTIFICATION



## BUDGET JUSTIFICATION

| Contractor Name Edgewood Center for Children \& Families | Appendix \#: | B-3 |
| :---: | :---: | :---: |
| Program Name: Behavorial Health Outpatient | Page \#: | 4 C |
|  | Fiscal Year: | 2018-2019 |
|  | Funding Notification Date: | 05/23/18 |

1b) EMPLOYEE FRINGE BENEFITS:
(Components provided below are samples only. The budgeted components should reflect the contractor's ledger accounts.)

|  | Social Security | \$ | 46,293 |
| :---: | :---: | :---: | :---: |
|  | Retirement | \$ | 8,002 |
|  | Medical | \$ | 61,505 |
|  | Dental | \$ | 11,044 |
|  | Unemployment Insurance | \$ | 15,343 |
|  | Disability Insurance | \$ | 6,151 |
|  | Paid Time Off | \$ | 18,322 |
|  | Other (specify): | \$ | 13,957 |
|  |  | Total Fringe Benefit: | 180,618 |
|  |  | Fringe Benefit \%: | 30\% |
|  | TOTAL SALARIES \& EMPLO | YEE FRINGE BENEFITS: | 782,674 |

2) OPERATING EXPENSES:

Occupancy:

| Expense Item | Brief Description | Rate | Cost |
| :---: | :---: | :---: | :---: |
| Rent |  |  | 40,000 |
| Utilities |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

## Materials \& Supplies:

| Expense Item | Brief Description | Rate | Cost |
| :---: | :---: | :---: | :---: |
| Office Supplies |  |  | 2,500 |
| Program Supplies |  |  | 2,000 |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  | Total Materials \& Supplies: | 4,500 |

## General Operating:

| Expense Item | Brief Description | Rate | Cost |
| :---: | :---: | :---: | :---: |
| Training/Staff Development |  |  | 7,500 |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  | Total General Operating: | 7,500 |

## Staff Travel



## BUDGET JUSTIFICATION




Program Name: TBS
Program Code: 885818

Appendix \# Program Code: 88581

Fiscal Year: $\frac{3}{2018-2019}$ Funding Notification Date: $\quad 05 / 23 / 18$

| Expense Categories \& Line Items |  | TOTAL | General Fund HMHMCP751594 |  |  |  | Accounting Code 3 (Index Code or Detail) |  | Accounting Code 4 (Index Code or Detail) |  | Accounting Code 5 (Index Code or Detail) |  | Accounting Code 6 (Index Code or Detail) |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Term (mm/dd/yy-mm/dd/yy): | \$ | 7/1/18-6/30/19 | 7/1/18-6/30/19 |  |  |  |  |  |  |  |  |  |  |  |
| Rent |  | - |  |  |  |  |  |  |  |  |  |  |  |  |
| Utilities(telephone, electricity, water, gas) | \$ | - |  |  |  |  |  |  |  |  |  |  |  |  |
| Building Repair/Maintenance | \$ | 15,000.00 | \$ | 15,000.00 |  |  |  |  |  |  |  |  |  |  |
| Occupancy Total: | \$ | 15,000.00 | \$ | 15,000.00 | \$ | - | \$ | - | \$ | - | \$ | - | \$ | - |
| Office Supplies | \$ | 375.00 | \$ | 375.00 |  |  |  |  |  |  |  |  |  |  |
| Photocopying | \$ | - |  |  |  |  |  |  |  |  |  |  |  |  |
| Program Supplies | \$ | 500.00 | \$ | 500.00 |  |  |  |  |  |  |  |  |  |  |
| Computer Hardware/Software | \$ | - |  |  |  |  |  |  |  |  |  |  |  |  |
| Materials \& Supplies Total: | \$ | 875.00 | \$ | 875.00 | \$ | - | \$ | - | \$ | - | \$ | - | \$ | - |
| Training/Staff Development | \$ | 3,500.00 | \$ | 3,500.00 |  |  |  |  |  |  |  |  |  |  |
| Insurance | \$ | - |  |  |  |  |  |  |  |  |  |  |  |  |
| Professional License | \$ | - |  |  |  |  |  |  |  |  |  |  |  |  |
| Permits | \$ | - |  |  |  |  |  |  |  |  |  |  |  |  |
| Equipment Lease \& Maintenance | \$ | - |  |  |  |  |  |  |  |  |  |  |  |  |
| General Operating Total: | \$ | 3,500.00 | \$ | 3,500.00 | \$ | - | \$ | - | \$ | - | \$ | - | \$ | - |
| Local Travel | \$ | 2,500.00 | \$ | 2,500.00 |  |  |  |  |  |  |  |  |  |  |
| Out-of-Town Travel | \$ | 2,500.00 | \$ | 2,500.00 |  |  |  |  |  |  |  |  |  |  |
| Field Expenses | \$ | - |  |  |  |  |  |  |  |  |  |  |  |  |
| Staff Travel Total: | \$ | 5,000.00 | \$ | 5,000.00 | \$ | - | \$ | - | \$ | - | \$ | - | \$ | - |
| Consultant/Subcontractor (Provide Consultant/Subcontracting Agency Name, Service Detail w/Dates, Hourly Rate and | \$ | - |  |  |  |  |  |  |  |  |  |  |  |  |
| (add more Consultant/Subcontractor lines as necessary) | \$ | - |  |  |  |  |  |  |  |  |  |  |  |  |
| Consultant/Subcontractor Total: | \$ | - | \$ | $\bullet$ | \$ | - | \$ | - | \$ | - | \$ | - | \$ | - |
| Other (provide detail); | \$ | - |  |  |  |  |  |  |  |  |  |  |  |  |
|  | \$ | - |  |  |  |  |  |  |  |  |  |  |  |  |
|  | \$ | - |  |  |  |  |  |  |  |  |  |  |  |  |
| Other Total: | \$ | - | \$ | - | \$ | - | \$ | - | \$ | - | \$ | - | \$ | - |


$-\quad \$$

- $\quad \$$
$-\quad \$$
$-$


## BUDGET JUSTIFICATION

| Contractor Name Edgewood Center for Children \& Families Program Name: TBS | Appendix \# | B-4 |
| :---: | :---: | :---: |
|  | Page \# | 4a |
|  | Fiscal Year | 2018-2019 |
|  | Funding Notification Date: | 05/23/18 |

1a) SALARIES



| Staff Position 4: TBS Manager |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: |
| Brief description of job duties:Oversees the Teetings in coll <br> development and | Oversees the TBS Coaches, ensuring efficient operations and productivity, collaborates in development and delivery of training cirriculums for TBS staff and coordinates and facilitates their meetings in collaboration with the clinical director and senior clinician |  |  |  |  |
| BA in social sciences, thorough understanding of TBS regulations, one year experience providing Minimum qualifications: supervision to professional and/or professional staff |  |  |  |  |  |
|  |  |  |  |  |  |
| Annual Salary: | x FTE: | Year: | Annualized (if less than 12 months): |  |  |
| \$60,000.00 | 1.00 | 12 | 1 | \$ | 60,000 |

## BUDGET JUSTIFICATION

Contractor Name Edgewood Center for Children \& Families

Program Name: | TBS |
| :--- |

| Appendix \#: | B-4 |
| ---: | ---: |
| Page \#: | $\frac{4 \mathrm{~b}}{\text { Fiscal Year: }}$$2018-2019$  <br> Funding Notification Date: $=05 / 23 / 18$ |



| Brief description of job duties: support when nMaintain consis <br> contract follow | Maintain consistent communication with caregivers and professionals, including weekly phone contract, follow established crisis protocol and is able to assess and seek consultation and support when necessary |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: |
| Minimum qualifications: BA in social sciences, experience working with families and community settings |  |  |  |  |  |
|  |  |  |  | Total |  |
| Annual Salary: $\quad \$ 45,965.96$ | x FTE: | x Months per Year: | Annualized (if less than 12 months): |  |  |
|  | 8.05 | 12 | 1 | \$ | 370,026 |



| Staff Position 6: QA Specialist |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: |
| Brief description of job duties: reviews/analyzes data and documentationEnsuring that compliance with regulatory requirements is intact, conducts audit and | Ensuring that compliance with regulatory requirements is intact, conducts audit and reviews/analyzes data and documentation |  |  |  |  |
| Minimum qualifications: Bachelor degree, 3 years of experience |  |  |  |  |  |
|  |  | $\times$ Months per | Annualized (if less than |  |  |
| Annual Salary: | x FTE: | Year: | 12 months): |  | tal |
| \$60,000.00 | 0.20 | 12 | 1 | \$ | 12,000 |
| Total FTE: | 2.03 |  | Total Salaries: | \$ | 602,896 |

## BUDGET JUSTIFICATION

| Contractor Name Edgewood Center for Children \& Families | $\begin{aligned} & \text { Appendix \#: } \frac{B-4}{\text { Page \#: }} \frac{4 \mathrm{c}}{2018-2019} \\ & \text { Fiscal Year: } \end{aligned}$ |  |
| :---: | :---: | :---: |
| Program Name: TBS |  |  |
|  |  |  |
|  | Funding Notification Date: | 05/23/18 |

1b) EMPLOYEE FRINGE BENEFITS:
(Components provided below are samples only. The budgeted components should reflect the contractor's ledger accounts.)

| Component | Cost |  |  |
| :---: | :---: | :---: | :---: |
|  | Social Security | \$ | 46,358 |
|  | Retirement | \$ | 8,013 |
|  | Medical | \$ | 61,591 |
|  | Dental | \$ | 11,060 |
|  | Unemployment Insurance | \$ | 15,365 |
|  | Disability Insurance | \$ | 6,159 |
|  | Paid Time Off | \$ | 18,348 |
|  | Other (specify): | \$ | 13,976 |
|  |  | Total Fringe Benefit: Fringe Benefit \%: | $\begin{array}{r} 180,870 \\ 30 \% \end{array}$ |
|  | TOTAL SALARIES\& EMPLO | OYEE FRINGE BENEFITS: | 783,765 |

2) OPERATING EXPENSES:

Occupancy:

| Expense Item | Brief Description | Rate | Cost |
| :---: | :---: | :---: | :---: |
| Building Repair/Maintenance   <br>    <br>    <br>    <br>    |  |  |  |

## Materials \& Supplies:

| Expense Item |
| :--- |
| Brief Description Rate Cost  <br> Office Supplies   375 <br> Program Supplies   500 |

General Operating:

| Expense Item | Brief Description | Rate | Cost |
| :---: | :---: | :---: | :---: |
| Training/Staff Development |  |  | 3,500 |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  | Total General Operating: | 3,500 |

Staff Travel:

| Location | Expense Item | Rate |
| :---: | :---: | :---: | :---: | :---: |
| Local Travel    <br> Out of Town Travel    <br>     <br>     |  |  |


| Contractor Name Edgewood Center for Children \& Families | Appendix \#: | B-4 |
| :---: | :---: | :---: |
| Program Name: TBS | Page | 4d |
|  | Fiscal Yea | 2018-2019 |
|  | Funding Notification Date: | 05/23/18 |

## Consultants/Subcontractors:

Consultant/Subcontractor Name

|  | Service Description | Rate |  |
| :--- | :--- | :--- | :--- | :--- |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

Other:

3) CAPITAL EXPENDITURES: (If needed. A unit valued at $\$ 5,000$ or more)

| Capital Expenditure Item | Brief Description |  | Cost |
| :---: | :---: | :---: | :---: |
|  |  |  |  |
|  |  |  |  |
|  |  | TOTAL CAPITAL EXPENDITURES: | - |




Appendix B - DPH 4: Operating Expenses Detail

Program Name: Wraparound
Program Code: 885819
Appendix \#: $\qquad$ B-5 Page \# 8-2019 05/23/18


## BUDGET JUSTIFICATION

## Contractor Name Edgewood Center for Children \& Families Program Name: Wraparound

| Appendix \#: | B-5 |
| ---: | ---: |
| Page \#: | $4 a$ |
| Fiscal Year: | $\frac{2018-2019}{}$ |
| Funding Notification Date: | $05 / 23 / 18$ |

1a) SALARIES

| Staff Position 1: Family Specialist |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: |
| Brief description of job duties: $\begin{aligned} & \text { Provide counse } \\ & \text { specialists enro }\end{aligned}$ | Provide counseling services to families in crisis. In addition to providing referrals, support specialists enroll families in programs such as affordable childcare and food assistance |  |  |  |  |
| Minimum qualifications: BA in social service related field |  |  |  |  |  |
| Annual Salary: | x FTE: | $x$ Months per Year: | Annualized (if less than 12 months): | Total |  |
| \$42,865.50 | 2.00 | 12 | 1 | \$ | 85,731 |


| Staff Position 2: Care Coordinator |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: |
| Brief description of job duties: Cultivate and m |  |  |  |  | and |
| Mintil Master's degree in Social Work/Psychology/Counseling, LCSW or MFT license eligible | Master's degree in Social Work/Psychology/Counseling, LCSW or MFT license eligible |  |  |  |  |
| Annual Salary: | x FTE: | $x$ Months per Year: | Annualized (if less than 12 months): |  | Total |
| \$57,314.33 | 2.79 | 12 | - 1 | \$ | 159,648 |


| Support parent Brief description of job duties: child with variou | Support parent or caregiver during crisis interventions addressing behavior and safety, guide the child with various levels of care |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: |
| Bachelor in human services related field preferred, GED with two years of working experience Minimum qualifications: with children/transistioned aged youth | Bachelor in human services related field preferred, GED with two years of working experience with children/transistioned aged youth |  |  |  |  |
| Annual Salary: |  |  | Annualized (if less than 12 months): |  |  |
|  | x FTE: | $x$ Months per Year: |  | Total |  |
|  | \$43,803.82 $\quad 0.65$ | 12 | 28,458 |  |  |
|  |  |  |  |  |  |
| Staff Position 4: Clinical Supervisor |  |  |  |  |  |
| Brief description of job duties: | Provides clinical oversight, training, and supervision for clinicians in accordance with BBS and Medi-cal standards, including individual and group supervision. Guides treatment planning, crisis response and intervention. |  |  |  |  |
| Master's degree in Psychology, MFT, Counseling, Social Work or related field; Licensed with Minimum qualifications: BBS; $2+$ years post-licensure experience and eligible to provide BBS clinical supervision. |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |
| Annual Salary: | x FTE: | x Months per Year: | Annualized (ifless than 12 months): | Total |  |
| S67,992.45 | 0.53 | 12 | 1 | \$ 36,036 |  |


| Staff Position 5: Lead Family Specialist |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: |
| Brief description of job duties: | Provide intensive home based services, intensive care coordination, individual rehabilitation, collateral, assessment, plan development and case management services consistent with |  |  |  |  |
| Two years of relevant experience working with children, youth, and families, 12 months Minimum qualifications: experience as a Family Specialist in good standing, BA in social service related field | Two years of relevant experience working with children, youth, and families, 12 months experience as a Family Specialist in good standing, BA in social service related field |  |  |  |  |
|  |  |  |  |  |  |
| Annual Salary: | x FTE: | x Months per Year: | Annualized (if less than 12 months): |  | tal |
| \$45,334.00 | 1.00 | 12 | 1 | \$ | 45,334 |

## BUDGET JUSTIFICATION

| Contractor Name Edgewood Center for Children \& Families Program Name: Wraparound |  |  | Appendix \#:Page \#:Fiscal Year: | B-5 |  |
| :---: | :---: | :---: | :---: | :---: | :---: |
|  |  |  | 2018-2019 |  |
|  |  |  |  |  |
|  |  |  | 05/23/18 |  |
| Staff Position 6: Administrative Coordinator |  |  |  |  |  |
| Works with the director to collect outcome measures in order to evaluate program efficacy, meet with supervisors to discuss the needs, strengths and job duties of their staff in order to develop trainings and systems to help them fulfill their daily duties efficiently and correctly. |  |  |  |  |  |
| Bachelor's Degree required; Master's Degree in Psychology, Social Work or related field preferred (equivalent education and relevant experience may be considered in lieu of a Master's Minimum qualifications: Degree). |  |  |  |  |  |
|  |  |  |  |  |  |
| Annual Salary: | x FTE: | $x$ Months per Year: | Annualized (if less than 12 months): | Total |  |
| \$35,415.79 | 0.21 | 12 | 1 | \$ | 7,321 |
|  |  |  |  |  |  |
| Staff Position 7: Behavorial Health Director |  |  |  |  |  |
| Provides BBS clinical supervision and support for MFT licensed staff, works hand in hand with clinical manager to ensure program runs smoothly and with management decisions, ensures | Provides BBS clinical supervision and support for MFT licensed staff, works hand in hand with clinical manager to ensure program runs smoothly and with management decisions, ensures effective communication between all memebers of a child's care team |  |  |  |  |
| Master's degree in Psychology, MFT, Counseling, Social Work or related field; Licensed with BBS; 2+ years post-licensure experience and eligible to provide BBS clinical supervision, 3 years <br> Minimum qualifications: of supervision experience |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
| Annual Salary: | x FTE: | $x$ Months per Year: | Annualized (if less than 12 months): | Total |  |
| \$115,003.33 | 0.33 | 12 | 1 | \$ | 37,951 |
|  |  |  |  |  |  |
| Staff Position 8: Wrap Manager |  |  |  |  |  |
| Brief description of job duties:Monitors and ensures program productivity to meet revenue expectations in collaboration with the <br> Behavorial Health Director and Clinical Supervisor, collaborates in the development and delivery |  |  |  |  |  |
| Minimum qualifications: 18 months experience providing Wraparound services preferred, BA in social service related field |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
| Annual Salary: | x FTE: | x Months per Year: | Annualized (if less than 12 months): | Total |  |
| , \$60,000.00 | 1.00 | 12 | 1 | \$ | 60,000 |
|  |  |  |  |  |  |
| Staff Position 9: |  |  |  |  |  |
| Brief description of job duties: |  |  |  |  |  |
| Minimum qualifications: |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
| Annual Salary: | x FTE: | $x$ Months per Year: | Annualized (if less than 12 months): | Total |  |
|  |  |  | 0 | \$ |  |

## BUDGET JUSTIFICATION



## 2) OPERATING EXPENSES:

Occupancy:

| Expense Item | Brief Description | Rate |  |
| :---: | :---: | ---: | ---: |
| Rent |  |  | 3 |
| Utilities |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  | Total Occupancy: |  |

## Materials \& Supplies:

| Expense Item | R rief Description | Rate |  |
| :---: | :---: | :---: | :---: |
| Office Supplies |  |  | 4,000 |
| Program Supplies |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

## BUDGET JUSTIFICATION

| Contractor Name Edgewood Center for Children \& FamiliesProgram Name: Wraparound | Appendix \#: | B-5 |
| :---: | :---: | :---: |
|  | Page \#: | 4d |
|  | Fiscal Year | 2018-2019 |
|  | Funding Notification Date: | 05/23/18 |

General Operating:

| Expense Item |  |
| :---: | :---: | :---: | :---: |
|  Rrief Description Cost <br>    <br>    <br>    <br>    |  |

## Staff Travel:

| Purpose of Travel | Location | Expense Item | Rate | Cost |
| :---: | :---: | :---: | :---: | :---: |
| Local Travel |  |  |  | 10,000 |
| Out of Town Travel |  |  |  | 15,000 |
|  |  |  |  |  |
|  |  |  |  |  |

Consultants/Subcontractors:
ConsultantSubcontractor Name Service Description

|  | Rate | Cost |  |
| :--- | :--- | :--- | :--- |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

Other:

3) CAPITAL EXPENDITURES: (If needed. A unit valued at $\$ 5,000$ or more)





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


Appendix B - DPH 3: Salaries \& Benefits Detail


Program Name: School-Based Behavioral Health Services Program Code: NA



## BUDGET JUSTIFICATION

## Contractor Name Edgewood Center for Children \& Families Program Name: School-Based Behavioral Health Services

| Appendix \#: | B-7 |
| ---: | ---: |
| Page \#: | 4a |
| Fiscal Year: | $2018-2019$ |
| Funding Notification Date: | $05 / 23 / 18$ |

1a) SALARIES

| Staff Position 1: |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: |
| Brief description of job duties: |  |  |  |  |  |
| Minimum qualifications: |  |  |  |  |  |
| Annual Salary: | x FTE: | $x$ Months per Year: | Annualized (if less than 12 months): |  |  |
|  |  | 12 | 1 | \$ | - |


| Staff Position 2: |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: |
| Brief description of job duties: |  |  |  |  |  |
| Minimum qualifications: |  |  |  |  |  |
|  |  |  |  |  |  |
| Annual Salary: | x FTE: | x Months per Year: | Annualized (if less than 12 months): |  |  |
|  |  | 12 | 1 | \$ | - |


| Staff Position 3: Family Advocate |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: |
| Brief description of job duties: child with vario | Support parent or caregiver during crisis interventions addressing behavior and safety, guide the child with various levels of care |  |  |  |  |
| Bachelor in human services related field preferred, GED with two years of working experience Minimum qualifications: with children/transistioned aged youth | Bachelor in human services related field preferred, GED with two years of working experience with children/transistioned aged youth |  |  |  |  |
|  |  |  |  |  |  |
| Annual Salary: | x FTE: | $x$ Months per Year: | Annualized (if less than 12 months): |  | tal |
| \$45,965.70 | 0.50 | 12 | 1 | \$ | 22,983 |


| Staff Position 4: Behavioral Coach |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: |
| Provides clients with the support/aid that they need, observe/assess/provide support to clients <br> Brief description of job duties: who have emotional or behavior issues | Provides clients with the support/aid that they need, observe/assess/provide support to clients who have emotional or behavior issues |  |  |  |  |
| Minimum qualifications: BA in psychology, social work or related field |  |  |  |  |  |
| Annual Salary: |  |  |  |  |  |
|  | $x$ FTE: | x Months per Year: | Annualized (if less than 12 months): |  | tal |
| \$48,289.00 | 1.00 | 12 | 1 | \$ | 48,289 |



| Staff Position 6: Program Manager |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: |
| Brief description of job duties:Design, preparan clinical man <br> and | Design, preparation, management and operation of treatment program, provides administrative and clinical management to professionals and staff engaged in providing program services |  |  |  |  |
| Minimum qualifications: Masters in psychology or sociology preferred, 3 years of experience |  |  |  |  |  |
| Annual Salary: $\quad \$ 60,330.17$ |  |  |  | Total |  |
|  | x FTE: | $x$ Months per Year: | Annualized (if less than 12 months): |  |  |
|  | 0.13 | 12 | 1 | \$ | 7,843 |

## BUDGET JUSTIFICATION

Contractor Name Edgewood Center for Children \& Familles Program Name: School-Based Behavioral Health Services


| Staff Position 7: QA Specialist |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: |
| Ensuring that compliance with regulatory requirements is intact, conducts audit and <br> Brief description of job duties: reviews/analyzes data and documentation | Ensuring that compliance with regulatory requirements is intact, conducts audit and reviews/analyzes data and documentation |  |  |  |  |
| Minimum qualifications: Bachelor degree, 3 years of experience |  |  |  |  |  |
|  |  |  |  |  |  |
| Annual Salary: $\quad \$ 60,004.18$ | x FTE: | x Months per Year: | Annualized (if less than 12 months): |  |  |
|  | 0.06 | 12 | 1 | \$ | 3,814 |



1b) EMPLOYEE FRINGE BENEFITS:
(Components provided below are samples only. The budgeted components should reflect the contractor's ledger accounts.)

|  | Social Security | \$ | 7,285 |
| :---: | :---: | :---: | :---: |
|  | Retirement | \$ | 1,259 |
|  | Medical | \$ | 9,679 |
|  | Dental | \$ | 1,738 |
|  | Unemployment Insurance | $\$$ | 2,415 |
|  | Disability Insurance | \$ | 968 |
|  | Paid Time Off | \$ | 2,883 |
|  | Other (specify): | \$ | 2,196 |
|  |  | Total Fringe Benefit: | 28,423 |
|  |  | Fringe Benefit \%: | 30\% |
|  | TOTAL SALARIES \& EMIPLO | OYEEFRINGE BENEFITS: | 123,167 |

## 2) OPERATING EXPENSES:

Occupancy:

Conractor Name Edgewood Center forchidren \& Families Program Name: School-Based Behavioral Health Services

|  | Appendix \#: | B-7 |
| :---: | :---: | :---: |
|  | Page \#: | 4 C |
|  | Fiscal Year: | 2018-2019 |
| Funding Notifi | fation Date: | 05/23/18 |

Materials \& Supplies:

| Expense Item | Brief Description | Rate | Cost |
| :--- | :--- | :--- | :---: |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

## General Operating:

Expense Item

| Brief Description | Rate | Cost |  |
| :--- | :--- | :--- | :--- |
| Training/Staff Development |  |  | 2,500 |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

## Staff Travel:



## Consultants/Subcontractors:

| Service Description |
| :--- |
| Consultant/Subcontractor Name Rate Cost  <br>     <br>     <br>     |

Other:

3) CAPITAL EXPENDITURES: (If needed. A unit valued at $\$ 5,000$ or more)




Program Name: CTAC (Hospital Diversion)
Program Code: 8858H2


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

| DHCS Legal Entity Name (MH)/Contractor Name (SA) O0273 <br> Provider Name Edgewood Center for Children and Families Provider Number 8858 |  | Appendix \#:Page\#:Fiscal Year:Funding Notification Date: |  |  |  |  | $\frac{B-8 a}{1}$ $\frac{2018-2019}{05 / 23 / 18}$ |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  | Program Name | CTAC (Hospital Diversion) | CTAC (Hospital Diversion) | $\text { CTAC }_{H D}{ }^{\text {(Partial }}$ |  |  |  |
|  | Program Code | 8858H1 | 8858 H 1 | 8858H1 |  |  |  |
|  | Mode/SFC (MH) or Modality (SA) | 05/60-64 | 05/60-64 | 05/60-64 |  |  |  |
|  | Service Description | 24-Hr Residertial Other | 24-Hr Residential Oiher | $24-H$ Residential Other] |  |  |  |
|  | Funding Term (mm/dd/yy - mm/dd/yy) | 7/1/18-12/31/18 | 7/1/18-12/31/18 | 7/1/18-12/31/18 |  |  | TOTAL |
| FUNDING USES |  |  |  |  |  |  |  |
|  | Salaries \& Employee Benefits | 143,523.00 | 115,206.00 | 33,848.00 |  |  | 292,577 |
|  | Operating Expenses | 15,660 | 7.563 | 5,804 | - | - | 29,027 |
|  | Capital Expenses |  |  |  |  |  |  |
|  | Subtotal Direct Expenses | 159,183 | 122,769 | 39,652 | - | - - | 321,604 |
|  | Indirect Expenses | 23,877 | 18.415 | 5,948 | - | - | 48,240 |
| TOTAL FUNDING USES |  | 183,060 | 141,184 | 45,600 | - | - | 369,844 |
| BHS MENTAL HEALTH FUNDING SOURCES | Accounting Code (Index Code or Detail) |  |  |  |  |  |  |
| MH FED SDMC FFP (50\%) CYF | HMHMCP751594 | - | - | - | - | $\cdot$ |  |
| MH STATE CYF 2011 PSR-EPSDT | HMHMCP751594 | - | - | - | - | $=$ |  |
| MH STATE Famill Mosaic Capitated Medi-Cal | HMHMCP8828CH | - | - | - | - | $\cdot$ |  |
| MH WO HSA MH HSA GF Matches | HMHMCHMTCHWO | - | - | - | - | - |  |
| MH WO HSA DMSF CH DHS Childcare | HMHMCHCDHSWO | - | - | - | - | - |  |
| MH WO DCYF Child Care | HMHMCHDCYFWO | - | - | - | - | . |  |
| MH WO CFC School Readiness | HMHMCHSRIPWO | - | - | $\cdot$ | - |  |  |
| MH WO CFC MH Pre-School | HMHMCHPFAPWO | - | - | - | - | - |  |
| MH M ${ }^{\text {a }}$ ( ${ }^{\text {( }}$ (PEI) | HMHMPROP63/PMHS63-1810 | - | - | - | - | - |  |
| MH GRANT MH TRIAGE PERSONNEL (no CFDA) | HMHMCHGRANTS/HMCH06-1800 |  | - | - | - | - |  |
| MH STATE CYF 1991 Realignment | HMHMCP751594 |  | - | - | - | - |  |
| MH CYF COUNTY General Fund (match) | HMHMCP751594 | $\cdots$ | - | - | - | - |  |
| MH CYF COUNTY General Fund | HMHMCP751594 | 183,060 | 141,184 | 45,600 | - | - | 369,844 |
| MH CYF COUNTY WO CODB TOTAL BH | HMHMCP751594 | $\square$ | - | - |  |  |  |
|  | TOTAL BHS MENTAL HEALTH FUNDING SOURCES | 183,060 | 141,184 | 45,600 | - | - | 369,844 |
| BHS SUBSTANCE ABUSE FUNDING SOURCES | Accounting Code (Index Code or Detail) |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
| This row left blank for funding sources not in drap-down list |  |  |  |  |  |  |  |
| TOTAL BHS SUBSTANCE ABUSE FUNDING SOURCES |  | - - | - | . |  | - - |  |
| OTHER DPH FUNDING SOURCES | Accounting Code (Index Cade or Detail) |  |  |  |  |  |  |
|  |  |  |  |  |  | - |  |
|  |  |  |  |  |  |  |  |
| This row left blank for funding sources not in drop-down list |  |  |  |  |  |  |  |
|  | TOTAL OTHER DPH FUNDING SOURCES | - |  |  |  | - - |  |
|  | TOTAL DPH FUNDING SOURCES | 183,060 | 141,184 | 45,600 |  | - - | 369,844 |
| NON-DPH FUNDING SOURCES |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
| This row left blank for funding sources not in drop-down list |  |  |  |  |  |  |  |
|  | TOTAL NON-DPH FUNDING SOURCES |  |  |  |  | - - |  |
| TOTAL FUNDING SOURCES (DPH AND NON-DPH) |  | 183,060 | 141,184 | 45,600 | - | - | 369,844 |
| BHS UNITS OF SERVICE AND UNIT COST |  |  |  |  |  |  |  |
| Number of Beds Purchased (if applicable) |  |  |  |  |  |  |  |
| SA Only - Non-Res 33-ODF\# of Group Sessions (classes) |  |  |  |  |  |  |  |
| SA Only - Licensed Capacity for Medi-Cal Provider with Narcotic Tx Program |  |  |  |  |  |  |  |
| Payment Method DPH Units of Service |  | Fee-For-Service (FFS) | Fee-For-Service (FFS) | $\begin{aligned} & \hline \text { Fee-For-Service } \\ & \text { (FFS) } \end{aligned}$ |  |  |  |
|  |  | 305 | 151 | 114 |  |  |  |
| Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only) |  | Client Day | Empty Bed Day | Client Day |  |  |  |
|  |  | 600.00 | 935.00 | 400.00 |  |  |  |
| Cost Per Unit - Contract Rate (DPH \& Non-DPH FUNDING SOURCES) |  | ) $\quad 600.00$ | 935.00 | 400.00 |  |  |  |
| Published Rate (Medi-Cal Providers Only) |  | - 1,285.00 | 0.00 | 0.00 |  |  | Total UDC |
| Unduplicated Clients (UDC) |  | - 20 |  | 10 |  |  | 30 |



Program Name: CTAC (Hospital Diversion)
Program Code: 8858 H 1

|  |  |  |  |  |  |  |  |  |  | Funding Notification Date: |  |  | $\begin{gathered} \frac{2018-2019}{05 / 23 / 18} \\ \hline \end{gathered}$ |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Expense Categories \& Line Items |  | TAL |  | al Fund P751594 |  |  |  |  |  |  |  |  |  |
| Term (mm/dd/yy-mm/dd/yy): |  | 12/31/18 |  | 12/31/18 |  |  |  |  |  |  |  |  |  |
| Rent | \$ | - |  |  |  |  |  |  |  |  |  |  |  |
| Utilities(telephone, electricity, water, gas) | \$ | 3,100.00 | \$ | 3,100.00 |  |  |  |  |  |  |  |  |  |
| Building Repair/Maintenance | \$ | 20,000.00 | \$ | 20,000.00 |  |  |  |  |  |  |  |  |  |
| Occupancy Total: | \$ | 23,100.00 | \$ | 23,100.00 | \$ | - | \$ | - | \$ | - | \$ | - | \$ |
| Office Supplies | \$ | 715.00 | \$ | 715.00 |  |  |  |  |  |  |  |  |  |
| Photocopying | \$ | - |  |  |  |  |  |  |  |  |  |  |  |
| Program Supplies | \$ | - |  |  |  |  |  |  |  |  |  |  |  |
| Computer Hardware/Software | \$ | - |  |  |  |  |  |  |  |  |  |  |  |
| Materials \& Supplies Total: | \$ | 715.00 | \$ | 715.00 | \$ | - | \$ | - | \$ | - | \$ | - | \$ |
| Training/Staff Development | \$ | 1,969.00 | \$ | 1,969.00 |  |  |  |  |  |  |  |  |  |
| Insurance | \$ | 3,243.00 | \$ | 3,243.00 |  |  |  |  |  |  |  |  |  |
| Professional License | \$ | - |  |  |  |  |  |  |  |  |  |  |  |
| Permits | \$ | - |  |  |  |  |  |  |  |  |  |  |  |
| Equipment Lease \& Maintenance | \$ | - |  |  |  |  |  |  |  |  |  |  |  |
| General Operating Total: | \$ | 5,212.00 | \$ | 5,212.00 | \$ | - | \$ | - | \$ | - | \$ | - | \$ |
| Local Travel | \$ | - |  |  |  |  |  |  |  |  |  |  |  |
| Out-of-Town Travel | \$ | - |  |  |  |  |  |  |  |  |  |  |  |
| Field Expenses | \$ | - |  |  |  |  |  |  |  |  |  |  |  |
| Staff Travel Total: | \$ | - | \$ | - | \$ | $\bullet$ | \$ | - | \$ | - | \$ | - | \$ |
| Consultant/Subcontractor (Provide Consultant/Subcontracting Agency Name, Service Detail w/Dates, Hourly Rate and | \$ | - |  |  |  |  |  |  |  |  |  |  |  |
| (add more Consultant/Subcontractor lines as necessary) | \$ | - |  |  |  |  |  |  |  |  |  |  |  |
| Consultant/Subcontractor Total: | \$ | - | \$ | - | \$ | - | \$ | - | \$ | - | \$ | - | \$ |
| Other (provide detail): | \$ | - |  |  |  |  |  |  |  |  |  |  |  |
|  | \$ | - |  |  |  |  |  |  |  |  |  |  |  |
|  | \$ | - | \$ | - |  |  |  |  |  |  |  |  |  |
| Other Total: | \$ | - | \$ | - | \$ | - | \$ | - | \$ | - | \$ | - |  |




Appendix B - DPH 4: Operating Expenses Detail


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


Program Name: Kinship Behavloral Health Outpatient
Program Code: 885813

$\begin{array}{rc}\text { Appendix \#: } & \text { B-9 } \\ \text { Page \#\# } & \frac{2}{2} \\ \text { Fiscal Year: } & \frac{2018-2019}{} \\ \text { lification Date: } & 05 / 23 / 18\end{array}$ Funding Notification Date: | Fiscal Year |
| :---: |
|  |
| $05 / 23 / 18$ |



## BUDGET JUSTIFICATION

Contractor Name Edgewood Center for Children \& Families Program Name: Kinship Behavioral Health Outpatient

| Appendix \# | B-9 |
| :---: | :---: |
| Page \# | 3 a |
| Fiscal Year | 2018-2019 |
| Funding Notification Date | 05/23/18 |

## 1a) SALARIES

| Staff Position 1: Clinical Program Manager |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: |
| Brief description of job duties:Provides clinica <br> and group supe <br> management d | Provides clinical oversight and management to direct line staff and clinicians, including individual and group supervision. Guides treatment planning, crisis response and intervention, milieu management decisions, and general program support. |  |  |  |  |
| Master's degree Minimum qualifications: BBS; $2+$ years | Master's degree in Psychology, MFT, Counseling, Social Work or related field; Licensed with BBS; 2+ years post-licensure experience and eligible to provide BBS clinical supervision |  |  |  |  |
| Annual Salary: | x FTE: | $x$ Months per Year: | Annualized (if less than 12 months): |  |  |
| \$73,020.00 | 0.10 | 12 | - 1 | \$ | 7,302 |



| Staff Position 3: |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: |
| $\frac{\text { Brief description of }}{\text { Minimum qualifications: }}$ |  |  |  |  |  |
|  |  |  |  |  |  |
| Annual Salary: |  |  |  | Total |  |
|  | x FTE: | x Months per Year: | Annualized (if less than 12 months): |  |  |
|  |  |  | 0 | \$ |  |


| Staff Position 4: |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: |
| Brief description of job duties: |  |  |  |  |  |
| Minimum qualifications: |  |  |  |  |  |
| Annual Salary: | x FTE: | x Months per Year: | Annualized (if less than 12 months): | Total |  |
|  |  |  | 0 | \$ |  |



## BUDGET JUSTIFICATION



1b) EMPLOYEE FRINGE BENEFITS:
(Components provided below are samples only. The budgeted components should reflect the contractor's ledger accounts.)

|  | Social Security | \$ | 3,858 |
| :---: | :---: | :---: | :---: |
|  | Retirement | \$ | 667 |
|  | Medical | \$ | 5,125 |
|  | Dental | \$ | 920 |
|  | Unemployment Insurance | \$ | 1,279 |
|  | Disability Insurance | \$ | 513 |
|  | Paid Time Off | \$ | 1,527 |
|  | Other (specify): | \$ | 1,163 |
|  |  | Total Fringe Benefit: | 15,050 |
|  |  | Fringe Benefit \%: | 30\% |
|  | TOTAL SALARIES \& EMPLO | YEE FRINGE BENEFITS: | 65,218 |

## 2) OPERATING EXPENSES:

Occupancy:


Materials \& Supplies:


General Operating:


Staff Travel:


## Consultants/Subcontractors:



## BUDGET JUSTIFICATION

| Contractor Name Edgewood Center for Children \& Families Program Name: Kinship Behavioral Health Outpatient | Appendix \#: | B-9 |
| :---: | :---: | :---: |
|  | Page \#: | 3c |
|  | Fiscal Year: | 2018-2019 |
|  | Funding Notification Date: | 05/23/18 |

Other:

3) CAPITAL EXPENDITURES: (If needed. A unit valued at $\$ 5,000$ or more)

| Capital Expenditure Item | Brief Description |  |  |
| :--- | :--- | :--- | :--- |
|  |  |  |  |
|  |  |  |  |

# Appendix C <br> Insurance Waiver 

## Reserved

# Appendix D <br> (formerly "Additional Terms") 

## Reserved

## APPENDIX E



San Francisco Department of Public Health

Business Associate Agreement

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

## RECITALS

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

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

## 1. Definitions.

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

APPENDIX E


San Francisco Department of Public Health
Business Associate Agreement
b. Breach Notification Rule shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and D.
c. Business Associate is a person or entity that performs certain functions or activities that involve the use or disclosure of protected health information received from a covered entity, but other than in the capacity of a member of the workforce of such covered entity or arrangement, and shall have the meaning given to such term under the Privacy Rule, the Security Rule, and the HITECH Act, including, but not limited to, 42 U.S.C. Section 17938 and 45 C.F.R. Section 160.103.
d. Covered Entity means a health plan, a health care clearinghouse, or a health care provider who transmits any information in electronic form in connection with a transaction covered under HIPAA Regulations, and shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 C.F.R. Section 160.103.
e. Data Aggregation means the combining of Protected Information by the BA with the Protected Information received by the $B A$ in its capacity as a $B A$ of another $C E$, to permit data analyses that relate to the health care operations of the respective covered entities, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
f. Designated Record Set means a group of records maintained by or for a CE, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
g. Electronic Protected Health Information means Protected Health Information that is maintained in or transmitted by electronic media and shall have the meaning given to such term under HIPAA and the HIPAA Regulations, including, but not limited to, 45 C.F.R. Section 160.103 . For the purposes of this BAA, Electronic PHI includes all computerized data, as defined in California Civil Code Sections 1798.29 and 1798.82.
h. Electronic Health Record means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff, and shall have the meaning given to such term under the HITECH Act, including, but not limited to, 42 U.S.C. Section 17921.
i. Health Care Operations shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
j. Privacy Rule shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164 , Subparts A and E.
k. Protected Health Information or PHI means any information, including electronic PHI, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Sections 160.103 and 164.501 . For the purposes of this BAA,

## APPENDIX E



San Francisco Department of Public Health
Business Associate Agreement

PHI includes all medical information and health insurance information as defined in California Civil Code Sections 56.05 and 1798.82.
I. Protected Information shall mean PHI provided by CE to BA or created, maintained, received or transmitted by BA on CE's behalf.
m. Security Incident means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system, and shall have the meaning given to such term under the Security Rule, including, but not limited to, 45 C.F.R. Section 164.304.
n. Security Rule shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and C.
o. Unsecured PHI means PHI that is not secured by a technology standard that renders PHI unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute, and shall have the meaning given to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to, 42 U.S.C. Section 17932(h) and 45 C.F.R. Section 164.402.

## 2. Obligations of Business Associate.

a. Attestations. Except when CE's data privacy officer exempts BA in writing, the BA shall complete the following forms, attached and incorporated by reference as though fully set forth herein, SFDPH Attestations for Privacy (Attachment 1) and Data Security (Attachment 2) within sixty (60) calendar days from the execution of the Agreement. If CE makes substantial changes to any of these forms during the term of the Agreement, the BA will be required to complete CE's updated forms within sixty (60) calendar days from the date that CE provides BA with written notice of such changes. BA shall retain such records for a period of seven years after the Agreement terminates and shall make all such records available to CE within 15 calendar days of a written request by CE .
b. User Training. The BA shall provide, and shall ensure that BA subcontractors, provide, training on PHI privacy and security, including HIPAA and HITECH and its regulations, to each employee or agent that will access, use or disclose Protected Information, upon hire and/or prior to accessing, using or disclosing Protected Information for the first time, and at least annually thereafter during the term of the Agreement. BA shall maintain, and shall ensure that BA subcontractors maintain, records indicating the name of each employee or agent and date on which the PHI privacy and security trainings were completed. BA shall retain, and ensure that BA subcontractors retain, such records for a period of seven years after the Agreement terminates and shall make all such records available to CE within 15 calendar days of a written request by CE .
c. Permitted Uses. BA may use, access, and/or disclose Protected Information only for the purpose of performing BA's obligations for, or on behalf of, the City and as permitted or required under the Agreement and BAA, or as required by law. Further, BA shall not use Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so used by CE. However, BA may use Protected Information as

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San Francisco Department of Public Health
Business Associate Agreement
necessary (i) for the proper management and administration of BA; (ii) to carry out the legal responsibilities of BA; (iii) as required by law; or (iv) for Data Aggregation purposes relating to the Health Care Operations of CE [45 C.F.R. Sections 164.502, 164.504(e)(2). and 164.504(e)(4)(i)].
d. Permitted Disclosures. BA shall disclose Protected Information only for the purpose of performing BA's obligations for, or on behalf of, the City and as permitted or required under the Agreement and BAA, or as required by law. BA shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so disclosed by CE. However, BA may disclose Protected Information as necessary (i) for the proper management and administration of BA; (ii) to carry out the legal responsibilities of BA; (iii) as required by law; or (iv) for Data Aggregation purposes relating to the Health Care Operations of CE. If BA discloses Protected Information to a third party, BA must obtain, prior to making any such disclosure, (i) reasonable written assurances from such third party that such Protected Information will be held confidential as provided pursuant to this BAA and used or disclosed only as required by law or for the purposes for which it was disclosed to such third party, and (ii) a written agreement from such third party to immediately notify BA of any breaches, security incidents, or unauthorized uses or disclosures of the Protected Information in accordance with paragraph 2 (n) of this BAA, to the extent it has obtained knowledge of such occurrences [42 U.S.C. Section 17932; 45 C.F.R. Section 164.504(e)]. BA may disclose PHI to a BA that is a subcontractor and may allow the subcontractor to create, receive, maintain, or transmit Protected Information on its behalf, if the BA obtains satisfactory assurances, in accordance with 45 C.F.R. Section $164.504(\mathrm{e})(1)$, that the subcontractor will appropriately safeguard the information [45 C.F.R. Section 164.502(e)(1)(ii)].
e. Prohibited Uses and Disclosures. BA shall not use or disclose Protected Information other than as permitted or required by the Agreement and BAA, or as required by law. BA shall not use or disclose Protected Information for fundraising or marketing purposes. BA shall not disclose Protected Information to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the Protected Information solely relates [42 U.S.C. Section 17935(a) and 45 C.F.R. Section 164.522 (a)(1)(vi)]. BA shall not directly or indirectly receive remuneration in exchange for Protected Information, except with the prior written consent of CE and as permitted by the HITECH Act, 42 U.S.C. Section $17935(\mathrm{~d})(2)$, and the HIPAA regulations, 45 C.F.R. Section 164.502(a)(5)(ii); however, this prohibition shall not affect payment by CE to BA for services provided pursuant to the Agreement.
f. Appropriate Safeguards. BA shall take the appropriate security measures to protect the confidentiality, integrity and availability of PHI that it creates, receives, maintains, or transmits on behalf of the CE, and shall prevent any use or disclosure of PHI other than as permitted by the Agreement or this BAA, including, but not limited to, administrative, physical and technical safeguards in accordance with the Security Rule, including, but not limited to, 45 C.F.R. Sections $164.306,164.308,164.310,164.312,164.314164 .316$, and $164.504(\mathrm{e})(2)(\mathrm{ii)}$ (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).

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San Francisco Department of Public Health
Business Associate Agreement
g. Business Associate's Subcontractors and Agents. BA shall ensure that any agents and subcontractors that create, receive, maintain or transmit Protected Information on behalf of BA, agree in writing to the same restrictions and conditions that apply to BA with respect to such PHI and implement the safeguards required by paragraph 2.f. above with respect to Electronic PHI [45 C.F.R. Section 164.504(e)(2) through (e)(5); 45 C.F.R. Section $164.308(b)]$. BA shall mitigate the effects of any such violation.
h. Accounting of Disclosures. Within ten (10) calendar days of a request by CE for an accounting of disclosures of Protected Information or upon any disclosure of Protected Information for which CE is required to account to an individual, BA and its agents and subcontractors shall make available to CE the information required to provide an accounting of disclosures to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528, and the HITECH Act, including but not limited to 42 U.S.C. Section 17935 (c), as determined by CE. BA agrees to implement a process that allows for an accounting to be collected and maintained by BA and its agents and subcontractors for at least seven (7) years prior to the request. However, accounting of disclosures from an Electronic Health Record for treatment, payment or health care operations purposes are required to be collected and maintained for only three (3) years prior to the request, and only to the extent that BA maintains an Electronic Health Record. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed; and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure [45 C.F.R. 164.528(b)(2)]. If an individual or an individual's representative submits a request for an accounting directly to BA or its agents or subcontractors, BA shall forward the request to CE in writing within five (5) calendar days.
i. Access to Protected Information. BA shall make Protected Information maintained by BA or its agents or subcontractors in Designated Record Sets available to CE for inspection and copying within (5) days of request by $C E$ to enable CE to fulfill its obligations under state law [Health and Safety Code Section 123110] and the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.524 [45 C.F.R. Section 164.504(e)(2)(ii)(E)]. If BA maintains Protected Information in electronic format, BA shall provide such information in electronic format as necessary to enable CE to fulfill its obligations under the HITECH Act and HIPAA Regulations, including, but not limited to, 42 U.S.C. Section 17935 (e) and 45 C.F.R. 164.524.
j. Amendment of Protected Information. Within ten (10) days of a request by CE for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, BA and its agents and subcontractors shall make such Protected Information available to CE for amendment and incorporate any such amendment or other documentation to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R Section 164.526. If an individual requests an amendment of Protected Information directly from BA or its agents or subcontractors, BA must notify CE in writing within five (5) days of the request and of any approval or denial of amendment of Protected Information maintained by BA or its agents or subcontractors [45 C.F.R. Section 164.504(e)(2)(ii)(F)].

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San Francisco Department of Public Health
Business Associate Agreement
k. Governmental Access to Records. BA shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to CE and to the Secretary of the U.S. Department of Health and Human Services (the "Secretary") for purposes of determining BA's compliance with HIPAA [45 C.F.R. Section $164.504(\mathrm{e})(2)(\mathrm{ii})(\mathrm{I})]$. 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.

1. Minimum Necessary. BA, its agents and subcontractors shall request, use and disclose only the minimum amount of Protected Information necessary to accomplish the intended purpose of such use, disclosure, or request. [42 U.S.C. Section 17935 (b); 45 C.F.R. Section 164.514 (d)]. BA understands and agrees that the definition of "minimum necessary" is in flux and shall keep itself informed of guidance issued by the Secretary with respect to what constitutes "minimum necessary" to accomplish the intended purpose in accordance with HIPAA and HIPAA Regulations.
m. Data Ownership. BA acknowledges that BA has no ownership rights with respect to the Protected Information.
n. Notification of Breach. BA shall notify CE within 5 calendar days of any breach of Protected Information; any use or disclosure of Protected Information not permitted by the BAA; any Security Incident (except as otherwise provided below) related to Protected Information, and any use or disclosure of data in violation of any applicable federal or state laws by BA or its agents or subcontractors. The notification shall include, to the extent possible, the identification of each individual whose unsecured Protected Information has been, or is reasonably believed by the BA to have been, accessed, acquired, used, or disclosed, as well as any other available information that $C E$ is required to include in notification to the individual, the media, the Secretary, and any other entity under the Breach Notification Rule and any other applicable state or federal laws, including, but not limited, to 45 C.F.R. Section 164.404 through 45 C.F.R. Section 164.408 , at the time of the notification required by this paragraph or promptly thereafter as information becomes available. BA shall take (i) prompt corrective action to cure any deficiencies and (ii) any action pertaining to unauthorized uses or disclosures required by applicable federal and state laws. [42 U.S.C. Section 17921; 42 U.S.C. Section 17932; 45 C.F.R. 164.410; 45 C.F.R. Section 164.504(e)(2)(ii)(C); 45 C.F.R. Section 164.308(b)]
o. Breach Pattern or Practice by Business Associate's Subcontractors and Agents. Pursuant to 42 U.S.C. Section 17934(b) and 45 C.F.R. Section 164.504(e)(1)(iii), if the BA knows of a pattern of activity or practice of a subcontractor or agent that constitutes a material breach or violation of the subcontractor or agent's obligations under the Contract or this BAA, the BA must take reasonable steps to cure the breach or end the violation. If the steps are unsuccessful, the BA must terminate the contractual arrangement with its subcontractor or agent, if feasible. BA shall provide written notice to CE of any pattern of activity or practice of a subcontractor or agent that BA believes constitutes a material breach or violation of the subcontractor or agent's obligations under the Contract or this BAA within five (5) calendar days of discovery and shall meet with CE to discuss and attempt to resolve the problem as one of the reasonable steps to cure the breach or end the violation.

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San Francisco Department of Public Health
Business Associate Agreement

## 3. Termination.

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

## 4. Amendment to Comply with Law.

The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of the Agreement or this BAA may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the HIPAA regulations and other applicable state or federal laws relating to the security or confidentiality of PHI. The parties understand and agree that CE must receive satisfactory written assurance from BA that BA will adequately safeguard all Protected Information. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this BAA embodying written assurances consistent with the updated standards and requirements of HIPAA, the HITECH Act,

APPENDIX E


San Francisco Department of Public Health

Business Associate Agreement
the HIPAA regulations or other applicable state or federal laws. CE may terminate the Agreement upon thirty (30) days written notice in the event (i) BA does not promptly enter into negotiations to amend the Agreement or this BAA when requested by CE pursuant to this section or (ii) BA does not enter into an amendment to the Agreement or this BAA providing assurances regarding the safeguarding of PHI that CE , in its sole discretion, deems sufficient to satisfy the standards and requirements of applicable laws.

## 5. Reimbursement for Fines or Penalties.

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

Attachment 1 - SFDPH Privacy Attestation, version 06-07-2017
Attachment 2 - SFDPH Data Security Attestation, version 06-07-2017

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

## PRIVACY ATTESTATION

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

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


## II. Contractors who serve patients/cllents and have access to SFDPH PHI, must also complete this section.

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

II. ATTEST: Under penalty of perjury, I hereby attest that to the best of my knowledge the information herein is true and correct and that I have authority to sign on behalf of and bind Contractor listed above.
\(\left.$$
\begin{array}{|r|l|l|l|l|}\hline \begin{array}{r}\text { ATTESTED by Privacy Officer } \\
\text { or designated person }\end{array} & \begin{array}{l}\text { Name: } \\
\text { (print) }\end{array}
$$ \& \& \& <br>

Signature\end{array}\right] .\)|  |
| :---: |

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

| EXCEPTION(S) APPROVED |  |  |  |  |  |
| ---: | ---: | ---: | :--- | :--- | :--- |
| by OCPA | Name <br> (print) |  | Signature |  |  |

FORM REVISED 06072017 SFDPH Office of Compliance and Privacy Affairs (OCPA)

## Edgewood Center for Children and Families

## DATA SECURITY ATTESTATION

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

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

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

| ATTESTED by Data Security <br> Officer or designated person | Name: <br> (print) |  |  |  |  |  |
| ---: | :--- | :--- | :--- | :--- | :--- | :--- |

III. *EXCEPTIONS: If you have answered "NO" to any question or believe a question is Not Applicable, please contact OCPA at 1-855-729-6040 or compliance.privacy@sfdph.org for a consultation. All "No" or "N/A" answers must be reviewed and approved by OCPA below. \(\left.$$
\begin{array}{|r|l|l|l|l|l|}\hline \text { EXCEPTION(S) APPROVED by } \\
\text { OCPA }\end{array}
$$ \begin{array}{l}Name <br>

(print)\end{array}\right) \quad\)|  |  |  |
| :---: | :---: | :---: |

[^1]
## Appendix F

## Invoice

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

|  | Control Number |  |  | Appendix $F$ <br> page a |  |
| :---: | :---: | :---: | :---: | :---: | :---: |
|  |  |  | INVOICE NUMMER ; | M04 JL 18 |  |
| Contractor: Edgewood Center for Children and Families | BHS |  | Ct. Bianket No.: 9PHM | TBD |  |
| Address: 1801 Vicente St., San Francisco, CA 94116 |  |  | Ct. PONo.: POHM | BD User Cd |  |
| Tel No.: (415) 682-3108 |  |  | Fund Source: | GF, SDMC FFP, EDSDT State Match |  |
| Fax No.: (415)681-1065 |  |  |  |  |  |
|  |  |  | Invoice Period : | July 2018 |  |
| Funding Term: 0701/2018-06/30/2619 |  |  | Final Invoice: |  | 保 |
| PHP Division: Behavioral Heaith Services |  |  | ACE Control Numbor: |  |  |
| Uncuplicated Clients for Exhibit: | Total Contracted Exhibit UDC | Delivered THIS PERIOD Exhibit UDC | Delivered to Date Exhibi: UDC | \% of TOTAL <br> Exhibit UDC | Remaining Deliverables Exhibit UDC |



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

## DEPARTMENT OF PUBLIC HEALTH CONTRACTOR FEE FOR SERVICE STATEMENT OF DELIVERABLES AND INYOICE



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

| Signature: <br> Title: | Date: |  |
| :---: | :---: | :---: |
|  |  |  |
| Send to: | DPH Authorization for Payment |  |
| Behavioral Health Services-Budget/Invoice Analyst 1380 Howard St 4th Floor |  |  |
| San Francisco, CA 94103 | Authorized Signatary | Date |

DEPARTMENT OF PUBLIC HEALTH CONTRACTOR FEE FOR SERVICE STATEMENT OF DELIVERABLES AND INVCICE


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


## DEPARTMENT OF PUBLIC HEALTH CONTRACTOR

 FEE FOR SERVICE STATEMENT OF DELIVERABLES AND INVOICE|  | Contr | umber |  | Appendix F <br> PAGE A |  |
| :---: | :---: | :---: | :---: | :---: | :---: |
|  |  |  | INVOICE NUMBER: | M23 JL 18 |  |
| Contractor: Edgewood Center for Children and Families |  |  | Ct. Blanket No.: BPHM TBD |  |  |
|  |  |  | Ct. PO No.: PCHM | User Cd |  |
| Address: 1801 Vicente St., San Francisco, CA 94116 |  |  |  | SFGOV-0000205488 |  |
| Tel No.: (415) 682-3108 |  |  | Fund Source: | MH: MHSA (PEI) |  |
|  |  |  | Invoice Period: | July 2018 |  |
| Funding Term: 07/01/2018-06/30/2019 |  |  | Final Invoice: |  | heck if Yes) |
| PHP Division: Behavioral Health Services |  |  | ACE Control Number: |  |  |
|  | Total Contracted Exhibit UDC | Delivered THIS PERIOD Exhibit UDC | Delivered to Date Exhibit UDC | \% of TOTAL Exnibit LidC | Remaining Deliverables Exhibit UDC |
| Unduplicated Clients for Exhibit: |  |  |  |  |  |



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

| Signature: <br> Title: | Date: |  |
| :---: | :---: | :---: |
|  |  |  |
| Send to: | DPH Authorization for Payment |  |
| Behavioral Health Services-Budget Invoice Anayst |  |  |
| 1380 Howard St., 4th Floor |  |  |
| San Francisco, CA 94103 | Authorized Signatory | Date |

DEPARTMENT OF PUBLIC HEALTH CONTRACTOR FEEFOR SERVICE STATEMENT OF DELIVERABLES AND INVOICE


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

| Signature: <br> Title: | Date: |  |
| :---: | :---: | :---: |
|  |  |  |
| Send to: | DPH Authorization for Payment |  |
| Behavioral Health Services-Budget/ Invoice Analyst 1380 Howard St 4th Floor |  |  |
| Sañ Francisco, CA 94103 | Authorized Signatory | Date |

## DEPARTMENT OF PUBLIC HEALTH CONTRACTOR

## FEE FOR SERVICE STATEMENT OF DELIVERABLES ANDINVOICE

Appendix F

|  | Control Number |  | Page a |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: |
|  |  |  | INVOICE NUMBER: | M32 JL 18 |  |
| Contractor: Edgewood Center for Children and Families |  |  | Ct. Blarket No.: BPHM TBD |  |  |
|  |  |  | Ct. PO No.: POHM SFGOV-0000205488 User Cd |  |  |
| Address: 1801 Vicente St., San Francisco, CA 94116 |  |  |  |  |  |
| Tel No.: (415) 682-3108 |  |  | Fund Source: | MH WO DCYF Child Care |  |
|  |  |  | Invoice Period: | Suly 2018 |  |
| Funding Term: 07/01/2018-12/31/2018 |  |  | Final Invoice: |  | heck if Yes) |
| PHP Division: Behavioral Health Services |  |  | ACE Control Number: |  |  |
| Unduplicated Clients for Exhibit: | Total Contracted Exhibit UDC | Delivered THIS PERIOD $\qquad$ | Delivered to Date Exhibit UDC | \% of TOTAL <br> Exhibit UDC | Remaining Deliverables Exhibit UDC |



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

| Signature: <br> Titte: | Date: |  |
| :---: | :---: | :---: |
|  |  |  |
| Send to: | DPH Authorization for Payment |  |
| Behaviorai Health Services-Budget/ Invoice Analyst |  |  |
| San Francisco, CA 94103 | Authorized Signatory | Date |


| DEPARTMENT OF PUBLIC HEALTH CONTRACTOR |
| :--- |

## DEPARTMENT OF PUBLIC HEALTH CONTRACTOR FEE FOR SERVICE STATEMENT OF DELIVERABLES ANDINVOICE


certify that the information provided above is, to the best of my knowiedge, complete and accurate; the amount requested for reimbursement is in accordance with the contract approved for services provided under the provision of that contract. Full justification and backup records for those


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



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


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


| DPH Authorization for Payment |
| :---: |
| Authorized Signatory |



## DEPARTMENT OF PUBLIC HEALTH CONTRACTOR

 FEE FOR SERVICE STATEMENT OF DELIVERABLES AND INVOICE

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


## DEPARTMENT OF PUBLIC HEALTH CONTRACTOR COST REIMBURSEMENT INVOICE



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


Appendix G<br>Dispute Resolution Procedure<br>For Health and Human Services Nonprofit Contractors<br>9-06

## Introduction

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

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

## Dispute Resolution Procedure

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

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

If informal discussion has failed to resolve the problem, contractors and departments should employ the following steps:

- Step 1 The contractor will submit a written statement of the concern or dispute addressed to the Contract/Program Manager who oversees the agreement in question. The writing should describe the nature of the concern or dispute, i.e., program, reporting, monitoring, budget, compliance or other concern. The Contract/Program Manager will investigate the concern with the appropriate department staff that are involved with the nonprofit agency's program, and will either convene a meeting with the contractor or provide a written response to the contractor within 10 working days.
- Step 2 Should the dispute or concern remain unresolved after the completion of Step 1, the contractor may request review by the Division or Department Head who supervises the Contract/Program Manager. This request shall be in writing and should describe why the concern is still unresolved and propose a solution that is satisfactory to the contractor. The Division or Department Head will consult with other Department and City staff as appropriate, and will provide a written determination of the resolution to the dispute or concern within 10 working days.
- Step 3 Should Steps 1 and 2 above not result in a determination of mutual agreement, the contractor may forward the dispute to the Executive Director of the Department or their designee. This dispute shall be in writing and describe both the nature of the dispute or concern and why the steps taken to date are not satisfactory to the contractor. The Department will respond in writing within 10 working days.

In addition to the above process, contractors have an additional forum available only for disputes that concern implementation of the thirteen policies and procedures recommended by the Nonprofit Contracting Task Force and adopted by the Board of Supervisors. These recommendations are designed to improve and streamline contracting, invoicing and monitoring procedures. For more information about the Task Force's recommendations, see the June 2003 report at http://www.sfgov.org/site/npcontractingtf index.asp?id=1270.

The Review/Appellate Panel oversees the implementation of the Task Force report. The Panel is composed of both City and nonprofit representatives. The Panel invites contractors to submit concerns about a department's implementation of the policies and procedures. Contractors can notify the Panel after Step 2. However, the Panel will not review the request until all three steps are exhausted. This review is limited to a concern regarding a department's implementation of the policies and procedures in a manner which does not improve and streamline the contracting process. This review is not intended to resolve substantive disputes under the contract such as change orders, scope, term, etc. The contractor must submit the request in writing to purchasing@sfgov.org. This request shall describe both the nature of the concern and why the process to date is not satisfactory to the contractor. Once all steps are exhausted and upon receipt of the written request, the Panel will review and make recommendations regarding any necessary changes to the policies and procedures or to a department's administration of policies and procedures.

Appendix H (formerly "Privacy Policy Compliance Standards")

Reserved

## Appendix I <br> THE DECLARATION OF COMPLIANCE

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

## Appendix J

SUBSTANCE USE DISORDER SERVICES<br>such as<br>Drug Medi-Cal,<br>Federal Substance Abuse Prevention And Treatment (SAPT) Block Grant, Primary Prevention or<br>State Funded Services

The following laws, regulations, policies/procedures and documents are hereby incorporated by reference into this Agreement as though fully set forth therein.

Drug Medi-Cal (DMC) services for substance use treatment in the Contractor's service area pursuant to Sections 11848.5 (a) and (b) of the Health and Safety Code (hereinafter referred to as HSC), Sections 14021.51-14021.53, and 14124.20-14124.25 of the Welfare and Institutions Code (hereinafter referred to as W\&IC), and Title 22 of the California Code of Regulations (hereinafter referred to as Title 22), Sections 51341.1, 51490.1, and 51516.1, and Part 438 of the Code of Federal Regulations, hereinafter referred to as 42 CFR 438.

The City and County of San Francisco and the provider enter into this Intergovernmental Agreement by authority of Title 45 of the Code of Federal Regulations Part 96 ( 45 CFR Part 96), Substance Abuse Prevention and Treatment Block Grants (SAPT Block Grant) for the purpose of planning, carrying out, and evaluating activities to prevent and treat substance abuse. SAPT Block Grant recipients must adhere to Substance Abuse and Mental Health Administration's (SAMHSA) National Outcome Measures (NOMs).

The objective is to make substance use treatment services available to Medi-Cal and other non-DMC beneficiaries through utilization of federal and state funds available pursuant to Title XIX and Title XXI of the Social Security Act and the SAPT Block Grant for reimbursable covered services rendered by certified DMC providers.

## Reîerence Documents

Document 1A: Title 45, Code of Federal Regulations 96, Subparts C and L, Substance Abuse Prevention and Treatment Block Grant Requirements
https://www.gpo.gov/fdsys/granule/CFR-2005-title45-vol1/CFR-2005-title45-vol1-part96

## Doeument 1B: Title 42, Code of Federal Regulations, Charitable Cheice Regulations <br> https://www.law.cornell.edu/cfr/text/42/part-54 <br> Document 1C: Driving-Under-the-Influence Program Requirements <br> Document 1F(a): Reporting Requirement Matrix - County Submission Requirements for the Department of Health Care Services

Document 1G: Perinatal Services Network Guidelines 2016
Document 1H(a): Service Code Descriptions

Document 1J(a): Non-Drug Medi-Cal Audit Appeals Process
Document 1J(b): DMC Audit Appeals Process
Document 1K: Drug and Alcohol Treatment Access Report (DATAR)
http://www.dhcs.ca.gov/provgovpart/Pages/DATAR.aspx
Document 1P: Alcohol and/or Other Drug Program Certification Standards (March 15, 2004)
http://www.dhcs.ca.gov/provgovpart/Pages/Facility Certification.aspx
Document 1T: CalOMS Prevention Data Quality Standards
Document 1V: Youth Treatment Guidelines
http://www.dhcs.ca.gov/individuals/Documents/Youth_Treatment_Guidelines.pdf
Document 2A: Sobky v. Smoley, Judgment, Signed February 1, 1995
Document 2C: Title 22, California Code of Regulations
http://ccr.oal.ca.gov
Document 2E: Drug Medi-Cal Certification Standards for Substance Abuse Clinics (Updated July 1, 2004)
http://www.dhcs.ca.gov/services/adp/Documents/DMCA_Drug_Medi-Cal_Certification_Standards.pdf
Document 2F: Standards for Drug Treatment Programs (October 21, 1981)
http://www.dhcs.ca.gov/services/adp/Documents/DMCA_Standards_for_Drug_Treatment_Programs.pdf
Document 2G Drug Medi-Cal Billing Manual
http://www.dhcs.ca.gov/formsandpubs/Documents/Info\ Notice\ 2015/DMC_Billing_Manual\ F
INAL.pdf
Document 2K: Multiple Billing Override Certification (MC 6700)
Document 2L(a): Good Cause Certification (6065A)
Document 2L(b): Good Cause Certification (6065B)
Document 2P: County Certification - Cost Report Year-End Claim For Reimbursement
Document 2P(a): Drug Medi-Cal Cost Report Forms - Intensive Outpatient Treatment - Non-Perinatal (form and instructions)

Document 2P(b): Drug Medi-Cal Cost Report Forms - Intensive Outpatient Treatment - Perinatal (form and instructions)

Document 2P(c): Drug Medi-Cal Cost Report Forms - Outpatient Drug Free Individual Counseling -Non-Perinatal (form and instructions)

Document 2P(d): Drug Medi-Cal Cost Report Forms - Outpatient Drug Free Individual Counseling Perinatal (form and instructions)

Document 2P(e): Drug Medi-Cal Cost Report Forms - Outpatient Drug Free Group Counseling - NonPerinatal (form and instructions)

Document $2 \mathrm{P}(\mathrm{f})$ : Drug Medi-Cal Cost Report Forms - Outpatient Drug Free Group Counseling Perinatal (form and instructions)

Document $2 \mathrm{P}(\mathrm{g})$ : Drug Medi-Cal Cost Report Forms - Residential - Perinatal (form andinstructions)
Document 2P(h): Drug Medi-Cal Cost Report Forms - Narcotic Treatment Program County - Non-Perinatal (form and instructions)

Document 2P(i): Drug Medi-Cal Cost Report Forms - Narcotic Treatment Program - County - Perinatal (form and instructions)

Document 3G: California Code of Regulations, Title 9 - Rehabilitation and Developmental Services, Division 4 - Department of Alcohol and Drug Programs, Chapter 4 - Narcotic Treatment Programs http://www.calregs.com

Document 3H: California Code of Regulations, Title 9 - Rehabilitation and Developmental Services, Division 4 - Department of Alcohol and Drug Programs, Chapter 8 - Certification of Alcohol and Other Drug Counselors http://www.calregs.com

Document 3J: CalOMS Treatment Data Collection Guide
http://www.dhcs.ca.gov/provgovpart/Documents/CalOMS_Tx_Data_Collection_Guide JAN\%202014.pd f

Document 3O: Quarterly Federal Financial Management Report (QFFMR) 2014-15
http://www.dhcs.ca.gov/provgovpart/Pages/SUD Forms.aspx
Document 3S CalOMS Treatment Data Compliance Standards
Document 3V Culturally and Linguistically Appropriate Services (CLAS) National Standards $\underline{\text { http://minorityhealth.hhs.gov/templates/browse. aspx?lvl=2\&lvlID=15 }}$

Document 4D : Drug Medi-Cal Certification for Federal Reimbursement (DHCS100224A)
Document 5A : Confidentiality Agreement

## FOR CONTRACTS WITH DRUG MEDI-CAL, FEDERAL SAPT OR STATE FUNDS:

## I. Subcontractor Documentation

The provider shall require its subcontractors that are not licensed or certified by DHCS to submit organizational documents to DHCS within thirty (30) days of execution of an initial subcontract, within ninety ( 90 ) days of the renewal or continuation of an existing subcontract or when there has been a change in subcontractor name or ownership. Organizational documents shall include the subcontractor's Articles of Incorporation or Partnership Agreements (as applicable), and business licenses, fictitious name permits, and such other information and documentation as may be requested by DHCS.

| Appendix J | 3 of 16 | Edgewood Center for Children and Families |
| :--- | ---: | ---: |
| Original Agreement |  |  |
| FSP ID\#:1000010030 | July 1, 2018 |  |

## Records

Contractor shall maintain sufficient books, records, documents, and other evidence necessary for State to audit contract performance and contract compliance. Contractor will make these records available to State, upon request, to evaluate the quality and quantity of services, accessibility and appropriateness of services, and to ensure fiscal accountability. Regardless of the location or ownership of such records, they shall be sufficient to determine the reasonableness, allowability, and allocability of costs incurred by Contractor.

1. Contracts with audit firms shall have a clause to permit access by State to the working papers of the external independent auditor, and copies of the working papers shall be made for State at its request.
2. Providers shall keep adequate and sufficient financial records and statistical data to support the yearend documents filed with State.
3. Accounting records and supporting documents shall be retained for a three-year period from the date the year-end cost settlement report was approved by State for interim settlement. When an audit has been started before the expiration of the three-year period, the records shall be retained until completion of the audit and final resolution of all issues that arise in the audit. Final settlement shall be made at the end of the audit and appeal process. If an audit has not begun within three years, the interim settlement shall be considered as the final settlement.
4. Financial records shall be kept so that they clearly reflect the source of funding for each type of service for which reimbursement is claimed. These documents include, but are not limited to, all ledgers, books, vouchers, time sheets, payrolls, appointment schedules, client data cards, and schedules for allocating costs.

## 5. Provider's shall require that all subcontractors comply with the requirements of this Section A.

6. Should a provider discontinue its contractual agreement with subcontractor, or cease to conduct business in its entirety, provider shall be responsible for retaining the subcontractor's fiscal and program records for the required retention period. The State Administrative Manual (SAM) contains statutory requirements governing the retention, storage, and disposal of records pertaining to State funds.

If provider cannot physically maintain the fiscal and program records of the subcontractor, then arrangements shall be made with State to take possession and maintain all records.
7. In the expenditure of funds hereunder, and as required by 45 CFR Part 96, Contractor shall comply with the requirements of SAM and the laws and procedures applicable to the obligation and expenditure of State funds.

## II Patient Record Retention

Provider agrees to establish, maintain, and update as necessary, an individual patient record for each beneficiary admitted to treatment and receiving services.

Drug Medi-Cal contracts are controlled by applicable provisions of: (a) the W\&I, Chapter 7, Sections 14000 , et seq., in particular, but not limited to, Sections 14100.2, 14021, 14021.5, 14021.6, 14043, et seq., (b) Title 22, including but not limited to Sections 51490.1, 51341.1 and 51516.1; and (c) Division 4 of Title 9 of the California Code of Regulations (hereinafter referred to as Title 9).

Established by DMC status and modality of treatment, each beneficiary's individual patient record shall include documentation of personal information as specified in either AOD Standards; Title 22; and Title 9. Contractor agrees to maintain patient records in accordance with the provision of treatment regulations that apply.

Providers, regardless of DMC certification status, shall maintain all of the documentation in the beneficiary's individual patient record for a minimum of seven (7) years from the date of the last face-toface contact between the beneficiary and the provider.

In addition providers shall maintain all of the documentation that the beneficiary met the requirements for good cause specified in Section 51008.5 , where the good cause results from beneficiaryrelated delays, for a minimum of seven (7) years from the date of the last face-to-face contact. If an audit takes place during the three year period, the contractor shall maintain records until the audit is completed.

## III. Control Requirements

1) Performance under the terms of this Exhibit A, Attachment $I$, is subject to all applicable federal and state laws, regulations, and standards. In accepting DHCS drug and alcohol combined program allocation pursuant to HSC Sections 11814(a) and (b), Contractor shall: (i) establish, and shall require its providers to establish, written policies and procedures consistent with the following requirements; (ii) monitor for compliance with the written procedures; and (iii) be held accountable for audit exceptions taken by DHCS against the Contractor and its contractors for any failure to comply with these requirements:
a) HSC, Division 10.5, commencing with Section 11760;
b) Title 9, California Code of Regulations (CCR) (herein referred to as Title 9), Division 4, commencing with Section 9000;
c) Government Code Section 16367.8;
d) Government Code, Article 7, Federally Mandated Audits of Block Grant Funds Allocated to Local Agencies, Chapter 1, Part 1, Division 2, Title 5, commencing at Section 53130;
e) Title 42 United State Code (USC), Sections 300x-21 through 300x-31, 300x-34, 300x-53, 300x-57, and $330 \mathrm{x}-65$ and 66 ;
f) The Single Audit Act Amendments of 1996 (Title 31, USC Sections 7501-7507) and the Office of Management and Budget (OMB) Circular A-133 revised June 27, 2003 and June 26, 2007.
g) Title 45, Code of Federal Regulations (CFR), Sections 96.30 through 96.33 and Sections 96.120 through 96.137;
h) Title 42, CFR, Sections 8.1 through 8.6;
i) Title 21, CFR, Sections 1301.01 through 1301.93, Department of Justice, Controlled Substances; and,
j) State Administrative Manual (SAM), Chapter 7200 (General Outline of Procedures)
K) Medi-Cal Eligibility Verification
http://www.dhcs.ca.gov/provgovpart/Pages/DataUseAgreement.aspx

Providers shall be familiar with the above laws, regulations, and guidelines and shall assure that its subcontractors are also familiar with such requirements.
2) The provisions of this Exhibit A, Attachment I are not intended to abrogate any provisions of law or regulation, or any standards existing or enacted during the term of this Intergovernmental Agreement.
3) Providers shall adhere to the applicable provisions of Title 45, CFR, Part 96, Subparts C and L, as applicable, in the expenditure of the SAPTBG funds. Document $1 \mathrm{~A}, 45 \mathrm{CFR} 96$, Subparts C and L , is incorporated by reference.
4) Documents 1 C incorporated by this reference, contains additional requirements that shall be adhered to by those Contractors that receive Document 1C. This document is:
a) Document 1C, Driving-Under-the-Influence Program Requirements;
C. In accordance with the Fiscal Year 2011-12 State Budget Act and accompanying law(Chapter 40, Statues of 2011 and Chapter 13, Statues of 2011, First ExtraordinarySession), providers that provide Women and Children's Residential TreatmentServices shall comply with the program requirements (Section 2.5, RequiredSupplemental/Recovery Support Services) of the Substance Abuse and Mental HealthServices Administration's Grant Program for Residential Treatment for Pregnant and Postpartum Women, RFA found at http://www.samhsa.gov/grants/grantannouncements/ti-14-005.

## IV Provider's Agents and Subcontractors

a. To enter into written agreements with any agents, including subcontractors and vendors to whom Contractor provides Department PHI, that impose the same restrictions and conditions on such agents, subcontractors and vendors that apply to providers with respect to such Department PHI under this Exhibit F, and that require compliance with all applicable provisions of HIPAA, the HITECH Act and the HIPAA regulations, including the requirement that any agents, subcontractors or vendors implement reasonable and appropriate administrative, physical, and technical safeguards to protect such PHI. As required by HIPAA, the HITECH Act and the HIPAA regulations, including 45 CFR Sections 164.308 and 164.314 , Provider shall incorporate, when applicable, the relevant provisions of this Exhibit F-1 into each subcontract or subaward to such agents, subcontractors and vendors, including the requirement that any security incidents or breaches of unsecured PHI be reported to provider. In accordance with 45 CFR Section 164.504(e)(1)(ii), upon Contractor's knowledge of a material breach or violation by its subcontractor of the agreement between Provider and the subcontractor, Provider shall:
i) Provide an opportunity for the subcontractor to cure the breach or end the violation and terminate the agreement if the subcontractor does not cure the breach or end the violation within the time specified by the Department; or
ii) Immediately terminate the agreement if the subcontractor has breached a material term of the agreement and cure is not possible.

## V Breaches and Security Incidents

During the term of this Agreement, Provider agrees to implement reasonable systems for the discovery and prompt reporting of any breach or security incident, and to take the following steps:

## a. Initial Notice to the Department

(1) To notify the Department immediately by telephone call or email or fax upon the discovery of a breach of unsecured PHI in electronic media or in any other media if the PHI was, or is reasonably believed to have been, accessed or acquired by an unauthorized person.
(2) To notify the Department within 24 hours (one hour if SSA data) by email or fax of the discovery of any suspected security incident, intrusion or unauthorized access, use or disclosure of PHI in violation of this Agreement or this Exhibit F-1, or potential loss of confidential data affecting this Agreement. A breach shall be treated as discovered by provide as of the first day on which the breach is known, or by exercising reasonable diligence would have been known, to any person (other than the person committing the breach) who is an employee, officer or other agent of provider.
Notice shall be provided to the Information Protection Unit, Office of HIPAA Compliance. If the incident occurs after business hours or on a weekend or holiday and involves electronic PHI, notice shall be provided by calling the Information Protection Unit ( $916.445 .4646,866-866-0602$ ) or by emailing privacyofficer@dhcs.ca.gov). Notice shall be made using the DHCS "Privacy Incident Report" form, including all information known at the time. Provider shall use the most current version of this form, which is posted on the DHCS Information Security Officer website (www.dhcs.ca.gov, then select "Privacy" in the left column and then "Business Partner" near the middle of the page) or use this link: http://www.dhcs.ca.gov/formsandpubs/laws/priv/Pages/DHCSBusinessAssociatesOnly.aspx Upon discovery of a breach or suspected security incident, intrusion or unauthorized access, use or disclosure of Department PHI, Provider shall take:
i) Prompt corrective action to mitigate any risks or damages involved with the breach and to protect the operating environment; and
ii) Any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations.

## b. Investigation and Investigation Report.

To immediately investigate sueh suspected security ineident, security incident, breach, or unauthorized access, use or disclosure of PHI. Within 72 hours of the discovery, Provider shall submit an updated "Privacy Incident Report" containing the information marked with an asterisk and all other applicable information listed on the form, to the extent known at that time, to the Information Protection Unit.

## c. Complete Report.

To provide a complete report of the investigation to the Department Program Contract Manager and the Information Protection Unit within ten (10) working days of the discovery of the breach or unauthorized use or disclosure. The report shall be submitted on the "Privacy Incident Report" form and shall include an assessment of all known factors relevant to a determination of whether a breach occurred
under applicable provisions of HIPAA, the HITECH Act, and the HIPAA regulations. The report shail also include a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the improper use or disclosure. If the Department requests information in addition to that listed on the "Privacy Incident Report" form, provider shall make reasonable efforts to provide the Department with such information. If, because of the circumstances of the incident, provider needs more than ten (10) working days from the discovery to submit a complete report, the Department may grant a reasonable extension of time, in which case provider shall submit periodic updates until the complete report is submitted. If necessary, a Supplemental Report may be used to submit revised or additional information after the completed report is submitted, by submitting the revised or additional information on an updated "Privacy Incident Report" form. The Department will review and approve the determination of whether a breach occurred and whether individual notifications and a corrective action plan are required.

## d. Responsibility for Reporting of Breaches

If the cause of a breach of Department PHI is attributable to provider or its agents, subcontractors or vendors, provider is responsible for all required reporting of the breach as specified in 42 U.S.C. section 17932 and its implementing regulations, including notification to media outlets and to the Secretary (after obtaining prior written approval of DHCS). If a breach of unsecured Department PHI involves more than 500 residents of the State of California or under its jurisdiction, Contractor shall first notify DHCS, then the Secretary of the breach immediately upon discovery of the breach. If a breach involves more than 500 California residents, provider shall also provide, after obtaining written prior approval of DHCS, notice to the Attorney General for the State of California, Privacy Enforcement Section. If Contractor has reason to believe that duplicate reporting of the same breach or incident may occur because its subcontractors, agents or vendors may report the breach or incident to the Department in addition to provider, provider shall notify the Department, and the Department and provider may take appropriate action to prevent duplicate reporting.

## e. Responsibility for Notification of Affected Individuals

If the cause of a breach of Department PHI is attributable to provider or its agents, subcontractors or vendors and notification of the affected individuals is required under state or federal law, provider shall bear all costs of such notifications as well as any costs associated with the breach. In addition, the Department reserves the right to require provider to notify such affected individuals, which notifications shall comply with the requirements set forth in 42U.S.C. section 17932 and its implementing regulations, including, but not limited to, the requirement that the notifications be made without unreasonable delay and in no event later than 60 calendar days after discovery of the breach. The Department Privacy Officer shall approve the time, manner and content of any such notifications and their review and approval must be obtained before the notifications are made. The Department will provide its review and approval expeditiously and without unreasonable delay.

## f. Department Contact Information

To direct communications to the above referenced Department staff, the provider shall initiate contact as indicated herein. The Department reserves the right to make changes to the contact information below by giving written notice to the provider. Said changes shall not require an amendment to this Addendum or the Agreement to which it is incorporated.

## VI Additional Provisions

## A. Additional Intergovernmental Agreement Restrictions

This Intergovernmental Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress, or any statute enacted by the Congress, which may affect the provisions, terms, or funding of this Intergovernmental Agreement in any manner including, but not limited to, 42 CFR 438.610 (c)(3).

## B. Nullification of DMC Treatment Program SUD services (if applicable)

The parties agree that if the Contractor fails to comply with the provisions of W\&I Code, Section 14124.24, all areas related to the DMC Treatment Program SUD services shall be null and void and severed from the remainder of this Intergovernmental Agreement.
In the event the DMC Treatment Program Services component of this Intergovernmental Agreement becomes null and void, an updated Exhibit B, Attachment I shall take effect reflecting the removal of federal Medicaid funds and DMC State General Funds from this Intergovernmental Agreement. All other requirements and conditions of this Intergovernmental Agreement shall remain in effect until amended or terminated.

## C. Hatch Act

Provider agrees to comply with the provisions of the Hatch Act (Title 5 USC, Sections 15011508), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

## D. No Unlawful Use or Unlawful Use Messages Regarding Drugs

Provider agrees that information produced through these funds, and which pertains to drug and alcohol - related programs, shall contain a clearly written statement that there shall be no unlawful use of drugs or alcohol associated with the program. Additionally, no aspect of a drug or alcohol- related program shall include any message on the responsible use, if the use is unlawful, of drugs or alcohol (HSC Section 11999-11999.3). By signing this Intergovernmental Agreement, Contractor agrees that it shall enforce, and shall require its subcontractors to enforce, these requirements.

## E. Noncompliance with Reporting Requirements

Provider agrees that DHCS has the right to withhold payments until provider has submitted any required data and reports to DHCS, as identified in this Exhibit A, Attachment I or as identified in Doeument 1F(a), Reporting Requirement Matrix for Counties.

## F. Limitation on Use of Funds for Promotion of Legalization of Controlled Substances

None of the funds made available through this Intergovernmental Agreement may be used for any activity that promotes the legalization of any drug or other substance included in Schedule I of Section 202 of the Controlled Substances Act (21 USC 812).

## G. Restriction on Distribution of Sterile Needles

No Substance Abuse Prevention and Treatment (SAPT) Block Grant funds made available through this Intergovernmental Agreement shall be used to carry out any program that includes the distribution of sterile needles or syringes for the hypodermic injection of any illegal drug unless DHCS chooses to implement a demonstration syringe services program for injecting drug users.

## H. Health Insurance Portability and Accountability Act (HIPAA) of 1996

If any of the work performed under this Intergovernmental Agreement is subject to the HIPAA, Contractor shall perform the work in compliance with all applicable provisions of HIPAA. As identified in Exhibit G, DHCS and provider shall cooperate to assure mutual agreement as to those transactions between them, to which this Provision applies. Refer to Exhibit $G$ for additional information.

## 1) Trading Partner Requirements

a) No Changes. Provider hereby agrees that for the personal health information (Information), it shall not change any definition, data condition or use of a data element or segment as proscribed in the federal HHS Transaction Standard Regulation. (45 CFR Part 162.915 (a))
b) No Additions. Provider hereby agrees that for the Information, it shall not add any data elements or segments to the maximum data set as proscribed in the HHS Transaction Standard Regulation. (45 CFR Part 162.915 (b))
c) No Unauthorized Uses. Contractor hereby agrees that for the Information, it shall not use any code or data elements that either are marked "not used" in the HHS Transaction's Implementation specification or are not in the HHS Transaction Standard's implementation specifications. (45 CFR Part 162.915 (c))
d) No Changes to Meaning or Intent. Contractor hereby agrees that for the Information, it shall not hange the meaning or intent of any of the HHS Transaction Standard's implementation specification. (45 CFR Part 162.915 (d))

## 2) Concurrence for Test Modifications to HHS Transaction Standards

Provider agrees and understands that there exists the possibility that DHCS or others may request an extension from the uses of a standard in the HHS Transaction Standards. If this occurs, Provider agrees that it shall participate in such test modifications.

## 3) Adequate Testing

Provider is responsible to adequately test all business rules appropriate to their types and specialties. If the Contractor is acting as a clearinghouse for enrolled providers, Provider has obligations to adequately test all business rules appropriate to each and every provider type and specialty for which they provide clearinghouse services.

## 4) Deficiencies

The Provider agrees to cure transactions errors or deficiencies identified by DHCS, and transactions errors or deficiencies identified by an enrolled provider if the provider is acting as a clearinghouse for that provider. If the provider is a clearinghouse, the provider agrees to properly communicate deficiencies and other pertinent information regarding electronic transactions to enrolled providers for which they provide clearinghouse services.

## 5) Code Set Retention

Both Parties understand and agree to keep open code sets being processed or used in this Intergovernmental Agreement for at least the current billing period or any appeal period, whichever is longer.

## 6) Data Transmission Log

Both Parties shall establish and maintain a Data Transmission Log, which shall record any and all Data Transmission taking place between the Parties during the term of this Intergovernmental Agreement. Each Party shall take necessary and reasonable steps to ensure that such Data Transmission Logs constitute a current, accurate, complete, and unaltered record of any and all Data Transmissions between the Parties, and shall be retained by each Party for no less than twenty-four (24) months following the date of the Data Transmission. The Data Transmission Log may be maintained on computer media or other suitable means provided that, if it is necessary to do so, the information contained in the Data Transmission Log may be retrieved in a timely manner and presented in readable form.
I. Nondiscrimination and Institutional Safeguards for Religious Providers

Contractor shall establish such processes and procedures as necessary to comply with the provisions of Title 42, USC, Section 300x-65 and Title 42, CFR, Part 54, (Reference Document 1B).

## J. Counselor Certification

Any counselor or registrant providing intake, assessment of need for services, treatment or recovery planning, individual or group counseling to participants, patients, or residents in a DHCS licensed or certified program is required to be certified as defined in Title 9, CCR, Division 4, Chapter 8. (Document 3H).

## K. Cultural and Linguistic Proficiency

To ensure equal access to quality care by diverse populations, each service provider receiving funds from this Intergovernmental Agreement shall adopt the federal Office of Minority Health Culturally and Linguistically Appropriate Service (CLAS) national standards (Document 3V) and comply with 42 CFR 438.206(c)(2).

## L. Intravenous Drug Use (IVDU) Treatment

Provider shall ensure that individuals in need of IVDU treatment shall be encouraged to undergo SUD treatment (42 USC 300x-23 and 45 CFR 96.126(e)).

## M. Tuberculosis Treatment

Provider shall ensure the following related to Tuberculosis (TB):
12) The Drug Abuse Office and Treatment Act of 1972, as amended, relating to nondiscrimination on the basis of drug abuse.
13) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism.

## U. State Law Requirements:

1) Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Administrative Code, Title 2, Section 7285.0 et seq.).
2) Title 2, Division 3, Article 9.5 of the Government Code, commencing with Section 11135.
3) Title 9, Division 4, Chapter 8 of the CCR, commencing with Section 10800.
4) No state or federal funds shall be used by the Contractor or its subcontractors for sectarian worship, instruction, or proselytization. No state funds shall be used by the Contractor or its subcontractors to provide direct, immediate, or substantial support to any religious activity.
5) Noncompliance with the requirements of nondiscrimination in services shall constitute grounds for state to withhold payments under this Intergovernmental Agreement or terminate all, or any type, of funding provided hereunder.

## V. Investigations and Confidentiality of Administrative Actions

1) Provider acknowledges that if a DMC provider is under investigation by DHCS or any other state, local or federal law enforcement agency for fraud or abuse, DHCS may temporarily suspend the provider from the DMC program, pursuant to W\&I Code, Section 14043.36(a). Information about a provider's administrative sanction status is confidential until such time as the action is either completed or resolved. The DHCS may also issue a Payment Suspension to a provider pursuant to W\&I Code, Section 14107.11 and Code of Federal Regulations, Title 42, section 455.23. The Contractor is to withhold payments from a DMC provider during the time a Payment Suspension is in effect.
2) Provider shall execute the Confidentiality Agreement, attached as Document 5A. The Confidentiality Agreement permits DHCS to communicate with Contractor concerning subcontracted providers that are subject to administrative sanctions.
W. This Intergovernmental Agreement is subject to any additional restrictions, limitations, or conditions enacted by the federal or state governments that affect the provisions, terms, or funding of this Intergovernmental Agreement in any manner.

## X. Subcontract Provisions

Provider shall include all of the foregoing provisions in all of its subcontracts.

## Y. Conditions for Federal Financial Participation

1) Provider shall meet all conditions for Federal Financial Participation, consistent with 42 CFR 438.802 , 42 CFR 438.804, 42 CFR 438.806, 42 CFR 438.808, 42 CFR 438.810, 42 CFR 438.812.
2) Pursuant to 42 CFR 438.808, Federal Financial Participation (FFP) is not available to the Contractor if the Contractor:
a) Is an entity that could be excluded under section $1128(\mathrm{~b})(8)$ as being controlled by a sanctioned individual;
b) Is an entity that has a substantial contractual relationship as defined in section $431.55(\mathrm{~h})(3)$, either directly or indirectly, with an individual convicted of certain crimes described in section $1128(8)(\mathrm{B})$; or
c) Is an entity that employs or contracts, directly or indirectly, for the furnishing of health care utilization review, medical social work, or administrative services, with one of the following:
i. Any individual or entity excluded from participation in federal health care programs under section 1128 or section 1126A; or
ii. An entity that would provide those services through an excluded individual or entity.

## Providers shall include the following requirements in their subcontracts with providers:

1) Culturally Competent Services: Providers are responsible to provide culturally competent services. Providers must ensure that their policies, procedures, and practices are consistent with the principles outlined and are embedded in the organizational structure, as well as being upheld in day-to- day operations. Translation services must be available for beneficiaries, as needed.
2) Medication Assisted Treatment: Providers will have procedures for linkage/integration for beneficiaries requiring medication assisted treatment. Provider staff will regularly communicate with physicians of beneficiaries who are prescribed these medications unless the beneficiary refuses to consent to sign a 42 CFR part 2 compliant release of information for this purpose.
3) Evidenced Based Practices: Providers will implement at least two of the following evidenced based treatment practices (EBPs) based on the timeline established in the county implementation plan. The two EBPs are per provider per service modality. Counties will ensure the providers have implemented EBPs. The State will monitor the implementation of EBP's during reviews. The required EBP include:
a) Motivational Interviewing: A beneficiary-centered, empathic, but directive counseling strategy designed to explore and reduce a person's ambivalence toward treatment. This approach frequently includes other problem solving or solution-focused strategies that build on beneficiaries' past successes.
b) Cognitive-Behavioral Therapy: Based on the theory that most emotional and behavioral reactions are leamed and that new-ways of reacting and behaving ean be leamed.
c) Relapse Prevention: A behavioral self-control program that teaches individuals with substance addiction how to anticipate and cope with the potential for relapse. Relapse prevention can be used as a stand-alone substance use treatment program or as an aftercare program to sustain gains achieved during initial substance use treatment.
d) Trauma-Informed Treatment: Services must take into account an understanding of trauma, and place priority on trauma survivors' safety, choice and control.
e) Psycho-Education: Psycho-educational groups are designed to educate beneficiaries about substance abuse, and related behaviors and consequences. Psycho-educational groups provide information designed
4) Routinely make available TB services to each individual receiving treatment for SUD use and/or abuse;
5) Reduce barriers to patients' accepting TB treatment; and,
6) Develop strategies to improve follow-up monitoring, particularly after patients leave treatment, by disseminating information through educational bulletins and technical assistance.

## N. Trafficking Victims Protection Act of 2000

Provider and its subcontractors that provide services covered by this Intergovernmental Agreement shall comply with Section $106(\mathrm{~g})$ of the Trafficking Victims Protection Act of 2000 (22 U.S.C. 7104(g)) as amended by section 1702. For full text of the award term, go to: http://uscode.house.gov/view.xhtml?req=granuleid:USC-prelim-title22section7104d\&num=0\&edition=prelim

## O. Tribal Communities and Organizations

Provider shall regularly assess (e.g. review population information available through Census, compare to information obtained in CalOMS Treatment to determine whether population is being reached, survey Tribal representatives for insight in potential barriers) the substance use service needs of the American Indian/Alaskan Native (AI/AN) population within the Contractor's geographic area and shall engage in regular and meaningful consultation and collaboration with elected officials of the tribe, Rancheria, or their designee for the purpose of identifying issues/barriers to service delivery and improvement of the quality, effectiveness and accessibility of services available to AI/NA communities within the Provider's county.

## P. Participation of County Alcohol and Drug Program Administrators Association of California and California Behavioral Health Director's Association of California.

1) Pursuant to HSC Section 11801 (g), the Provider's County AOD Program Administrator shall participate and represent the County in meetings of the County Alcohol and Drug Program Administrators Association of California for the purposes of representing the counties in their relationship with DHCS with respect to policies, standards, and administration for SUD abuse services. Participation and representation shall also be provided by the County Behavioral Health Director's Association of California.
2) Pursuant to HSC Section $11811.5(\mathrm{c})$, the Provider's County AOD Program Administrator shall attend any special meetings called by the Director of DHCS. Participation and representation shall also be provided by the County Behavioral Health Director's Association of California.

## Q. Youth Treatment Guidelines

Provider shall follow the guidelines in Document 1V, incorporated by this reference, "Youth Treatment Guidelines," in developing and implementing adolescent treatment programs funded under this Exhibit, until such time new Youth Treatment Guidelines are established and adopted. No formal amendment of this Intergovernmental Agreement is required for new guidelines to be incorporated into this Intergovernmental Agreement.

## R. Restrictions on Grantee Lobbying - Appropriations Act Section 503

1) No part of any appropriation contained in this Act shall be used, other than for formal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, or video presentation designed to support or defeat legislation pending before the Congress, except in presentation to the Congress or any State legislative body itself.
2) No part of any appropriation contained in this Act shall be used to pay the salary or expenses of any Intergovernmental Agreement recipient, or agent acting for such recipient, related to any activity designed to influence legislation or appropriations pending before the Congress or any State legislature.

## S. Nondiscrimination in Employment and Services

By signing this Intergovernmental Agreement, provider certifies that under the laws of the United States and the State of California, incorporated into this Intergovernmental Agreement by reference and made a part hereof as if set forth in full, Contractor shall not unlawfully discriminate against any person.

## T. Federal Law Requirements:

1) Title VI of the Civil Rights Act of 1964, Section 2000d, as amended, prohibiting discrimination based on race, color, or national origin in federally funded programs.
2) Title IX of the education amendments of 1972 (regarding education and programs and activities), if applicable.
3) Title VIII of the Civil Rights Act of 1968 ( 42 USC 3601 et seq.) prohibiting discrimination on the basis of race, color, religion, sex, handicap, familial status or national origin in the sale or rental of housing.
4) Age Discrimination Act of 1975 (45 CFR Part 90), as amended (42 USC Sections 6101-6107), which prohibits discrimination on the basis of age.
5) Age Discrimination in Employment Act (29 CFR Part 1625).
6) Title I of the Americans with Disabilities Act (29 CFR Part 1630) prohibiting discrimination against the disabled in employment.
7) Americans with Disabilities Act (28 CFR Part 35) prohibiting discrimination against the disabled by public entities.
8) Title III of the Americans with Disabilities Act (28 CFR Part 36) regarding access.
9) Rehabilitation Act of 1973, as amended (29 USC Section 794), prohibiting discrimination on the basis of individuals with disabilities.
10) Executive Order 11246 (42 USC 2000(e) et seq. and 41 CFR Part 60) regarding nondiscrimination in employment under federal contracts and construction contracts greater than $\$ 10,000$ funded by federal financial assistance.
11) Executive Order 13166 ( 67 FR 41455) to improve access to federal services for those with limited English proficiency.
to have a direct application to beneficiaries' lives; to instill self- awareness, suggest options for growth and change, identify community resources that can assist beneficiaries in recovery, develop an understanding of the process of recover. CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| producer License \# OH81923 G2 Insurance Services, LLC 140 New Montgomery, 21st Floor San Francisco, CA 94105 | CONTACT Wanda Porcella |  |
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|  | E-MAll ADRESS: |  |
|  | INSURER(S) AFFORDING COVERAGE | NAIC \# |
|  | insurer a : Philadelphia Indemnity Insurance Company | 18058 |
| InSURED  <br>   <br>  Edgewood Center for Children and Families <br>   <br>  San Vincente Street <br>  Sancisco, CA 94116 | InSURER B:Hartford Fire Insurance Company | 19682 |
|  | INSURERC: |  |
|  | INSURER D: |  |
|  | InSURERE: |  |
|  | INSURERF: |  |

COVERAGES
CERTIFICATE NUMBER:
REVISION NUMBER:
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.


DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The City and County of San Francisco, DPH, CSAS, their officers, agents, and employees are named as additional insured as respects General Liability and Auto Liability as required by written contract. 30 days cancellation applies.

## CERTIFICATE HOLDER

## City and County of San Francisco

Department of Public Health
1380 Howard Street, 4th Floor
San Francisco, CA 94103

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

## aUthorized representative

CERTIFICATE OF LIABILITY INSURANCE
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsements).

## PRODUCER

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San Francisco
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COVERAGES
CERTIFICATE NUMBER:18-19 WC


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.


DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: As Per Contract or Agreement on File with Insured. Waiver of Subrogation is included on Workers' Compensation policy as per the attached endorsement, if required.

## CERTIFICATE HOLDER

City and County of San Francisco Department of Public Health 1380 Howard Street, 4th Floor San Francisco, CA 94103

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Rod Sockolov/JYO


## THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY. GENERAL LIABILITY DELUXE ENDORSEMENT: HUMAN SERVICES

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE
It is understood and agreed that the following extensions only apply in the event that no other specific coverage for the indicated loss exposure is provided under this policy. If such specific coverage applies, the terms, conditions and limits of that coverage are the sole and exclusive coverage applicable under this policy, unless otherwise noted on this endorsement. The following is a summary of the Limits of Insurance and additional coverages provided by this endorsement. For complete details on specific coverages, consult the policy contract wording.

| Coverage Applicable | Limit of Insurance | Page \# |
| :---: | :---: | :---: |
| Extended Property Damage | Included | 2 |
| Limited Rental Lease Agreement Contractual Liability | \$50,000 limit | 2 |
| Non-Owned Watercraft | Less than 58 feet | 2 |
| Damage to Property You Own, Rent, or Occupy | \$30,000 limit | 2 |
| Damage to Premises Rented to You | \$1,000,000 | 3 |
| HIPAA | Clarification | 4 |
| Medical Payments | \$20,000 | 5 |
| Medical Payments - Extended Reporting Period | 3 years | 5 |
| Athletic Activities | Amended | 5 |
| Supplementary Payments - Bail Bonds | \$5,000 | 5 |
| Supplementary Payment - Loss of Earnings | \$1,000 per day | 5 |
| Employee Indemnification Defense Coverage | \$25,000 | 5 |
| Key and Lock Replacement - Janitorial Services Client Coverage | \$10,000 limit | 6 |
| Additional Insured - Newly Acquired Time Period | Amended | 6 |
| Additional Insured - Medical Directors and Administrators | Included | 7 |
| Additional Insured - Managers and Supervisors (with Fellow Employee Coverage) | Included | 7 |
| Additional Insured - Broadened Named Insured | Included | 7 |
| Additional Insured - Funding Source | Included | 7 |
| Additional Insured - Home Care Providers | Included | 7 |
| Additional Insured - Managers, Landlords, or Lessors of Premises | Included | 7 |
| Additional Insured - Lessor of Leased Equipment | Included | 7 |
| Additional Insured - Grantor of Permits | Included | 8 |
| Additional Insured - Vendor | Included | 8 |
| Additional Insured - Franchisor | Included | 9 |
| Additional Insured - When Required by Contract | Included | 9 |
| Additional Insured - Owners, Lessees, or Contractors | Included | 9 |
| Additional Insured - State or Political Subdivisions | Included | 10 |

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| Duties in the Event of Occurrence, Claim or Suit | Included | 10 |
| :--- | :---: | :---: |
| Unintentional Failure to Disclose Hazards | Included | 10 |
| Transfer of Rights of Recovery Against Others To Us | Clarification | 10 |
| Liberalization | Included | 11 |
| Bodily Injury - includes Mental Anguish | Included | 11 |
| Personal and Advertising Injury - includes Abuse of Process, <br> Discrimination | Included | 11 |

## A. Extended Property Damage

SECTION I - COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE
LIABILITY, Subsection 2. Exclusions, Paragraph a. is deleted in its entirety and replaced by the following:

## a. Expected or Intended Injury

"Bodily injury" or property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.
B. Limited Rental Lease Agreement Contractual Liability

SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE
LIABILITY, Subsection 2. Exclusions, Paragraph b. Contractual Liability is amended to include the following:
(3) Based on the named insured's request at the time of claim, we agree to indemnify the named insured for their liability assumed in a contract or agreement regarding the rental or lease of a premises on behalf of their client, up to $\$ 50,000$. This coverage extension only applies to rental lease agreements. This coverage is excess over any renter's liability insurance of the client.

## C. Non-Owned Watercraft

SECTION I - COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection 2. Exclusions, Paragraph g. (2) is deleted in its entirety and replaced by the following:
(2) A watercraft you do not own that is:
(a) Less than 58 feet long; and
(b) Not being used to carry persons or property for a charge;

This provision applies to any person, who with your consent, either uses or is responsible for the use of a watercraft. This insurance is excess over any other valid and collectible insurance available to the insured whether primary, excess or contingent.
D. Damage to Property You Own, Rent or Occupy

SECTION I - COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE

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LIABILITY, Subsection 2. Exclusions, Paragraph j. Damage to Property, Item (1) is deleted in its entirety and replaced with the following:
(1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property, unless the damage to property is caused by your client, up to a $\$ 30,000$ limit. A client is defined as a person under your direct care and supervision.

## E. Damage to Premises Rented to You

1. If damage by fire to premises rented to you is not otherwise excluded from this Coverage Part, the word "fire" is changed to "fire, lightning, explosion, smoke, or leakage from automatic fire protective systems" where it appears in:
a. The last paragraph of SECTION I - COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection 2. Exclusions; is deleted in its entirety and replaced by the following:

Exclusions c. through $\mathbf{n}$. do not apply to damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in SECTION III - LIMITS OF INSURANCE.
b. SECTION III - LIMITS OF INSURANCE, Paragraph 6. is deleted in its entirety and replaced by the following:

Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems while rented to you or temporarily occupied by you with permission of the owner.
c. SECTION V - DEFINITIONS, Paragraph 9.a., is deleted in its entirety and replaced by the following:

A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
2. SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, Subsection 4. Other Insurance, Paragraph b. Excess Insurance, (1) (a) (ii) is deleted in its entirety and replaced by the following:

That is insurance for fire, lightning, explosion, smoke, or leakage from automatic fire protective systems for premises rented to you or temporarily occupied by you with permission of the owner;
3. The Damage To Premises Rented To You Limit section of the Declarations is amended to the greater of:

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a. $\$ 1,000,000$; or
b. The amount shown in the Declarations as the Damage to Premises Rented to You Limit.

This is the most we will pay for all damage proximately caused by the same event, whether such damage results from fire, lightning, explosion, smoke, or leaks from automatic fire protective systems or any combination thereof.

## F. HIPAA

SECTION I - COVERAGES, COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY, is amended as follows:

1. Paragraph 1. Insuring Agreement is amended to include the following:

We will pay those sums that the insured becomes legally obligated to pay as damages because of a "violation(s)" of the Health Insurance Portability and Accountability Act (HIPAA). We have the right and the duty to defend the insured against any "suit," "investigation," or "civil proceeding" seeking these damages. However, we will have no duty to defend the insured against any "suit" seeking damages, "investigation," or "civil proceeding" to which this insurance does not apply.
2. Paragraph 2. Exclusions is amended to include the following additional exclusions:

This insurance does not apply to:
a. Intentional, Willful, or Deliberate Violations

Any willful, intentional, or deliberate "violation(s)" by any insured.
b. Criminal Acts

Any "violation" which results in any criminal penalties under the HIPAA.
c. Other Remedies

Any remedy other than monetary damages for penalties assessed.
d. Compliance Reviews or Audits

Any compliance reviews by the Department of Health and Human Services.
3. SECTION V - DEFINITIONS is amended to include the following additional definitions:
a. "Civil proceeding" means an action by the Department of Health and Human Services (HHS) arising out of "violations."
b. "Investigation" means an examination of an actual or alleged "violation(s)" by HHS. However, "investigation" does not include a Compliance Review.
c. "Violation" means the actual or alleged failure to comply with the regulations included in the HIPAA.

## G. Medical Payments - Limit Increased to \$20,000, Extended Reporting Period

If COVERAGE C MEDICAL PAYMENTS is not otherwise excluded from this Coverage Part:

1. The Medical Expense Limit is changed subject to all of the terms of SECTION III - LIMITS OF INSURANCE to the greater of:
a. $\$ 20,000$; or
b. The Medical Expense Limit shown in the Declarations of this Coverage Part.
2. SECTION I-COVERAGE, COVERAGE C MEDICAL PAYMENTS, Subsection 1. Insuring Agreement, a. (3) (b) is deleted in its entirety and replaced by the following:
(b) The expenses are incurred and reported to us within three years of the date of the accident.

## H. Athletic Activities

SECTION I - COVERAGES, COVERAGE C MEDICAL PAYMENTS, Subsection 2. Exclusions, Paragraph e. Athletic Activities is deleted in its entirety and replaced with the following:

## e. Athletic Activities

To a person injured while taking part in athletics.

## I. Supplementary Payments

SECTION I-COVERAGES, SUPPLEMENTARY PAYMENTS - COVERAGE A AND B are amended as follows:

1. b. is deleted in its entirety and replaced by the following:
2. b. Up to $\$ 5000$ for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these.
1.d. is deleted in its entirety and replaced by the following:
3. d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $\$ 1,000$ a day because of time off from work.
J. Employee Indemnification Defense Coverage

SECTION I - COVERAGES, SUPPLEMENTARY PAYMENTS - COVERAGES A AND B the following is added:

We will pay, on your behalf, defense costs incurred by an "employee" in a criminal proceeding occurring in the course of employment.

The most we will pay for any "employee" who is alleged to be directly involved in a criminal proceeding is $\$ 25,000$ regardless of the numbers of "employees," claims or "suits" brought or persons or organizations making claims or bringing "suits.

## K. Key and Lock Replacement - Janitorial Services Client Coverage

SECTION I - COVERAGES, SUPPLEMENTARY PAYMENTS - COVERAGES A AND B is amended to include the following:

We will pay for the cost to replace keys and locks at the "clients" premises due to theft or other loss to keys entrusted to you by your "client," up to a \$10,000 limit per occurrence and \$10,000 policy aggregate.

We will not pay for loss or damage resulting from theft or any other dishonest or criminal act that you or any of your partners, members, officers, "employees", "managers", directors, trustees, authorized representatives or any one to whom you entrust the keys of a "client" for any purpose commit, whether acting alone or in collusion with other persons.

The following, when used on this coverage, are defined as follows:
a. "Client" means an individual, company or organization with whom you have a written contract or work order for your services for a described premises and have billed for your services.
b. "Employee" means:
(1) Any natural person:
(a) While in your service or for 30 days after termination of service;
(b) Who you compensate directly by salary, wages or commissions; and
(c) Who you have the right to direct and control while performing services for you; or
(2) Any natural person who is furnished temporarily to you:
(a) To substitute for a permanent "employee" as defined in Paragraph (1) above, who is on leave; or
(b) To meet seasonal or short-term workload conditions;
while that person is subject to your direction and control and performing services for you.
(3) "Employee" does not mean:
(a) Any agent, broker, person leased to you by a labor leasing firm, factor, commission merchant, consignee, independent contractor or representative of the same general character; or
(b) Any "manager," director or trustee except while performing acts coming within the scope of the usual duties of an "employee."
c. "Manager" means a person serving in a directorial capacity for a limited liability company.

## L. Additional Insureds

SECTION II - WHO IS AN INSURED is amended as follows:

1. If coverage for newly acquired or formed organizations is not otherwise excluded from this

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Coverage Part, Paragraph 3.a. is deleted in its entirely and replaced by the following:
a. Coverage under this provision is afforded until the end of the policy period.
2. Each of the following is also an insured:
a. Medical Directors and Administrators - Your medical directors and administrators, but only while acting within the scope of and during the course of their duties as such. Such duties do not include the furnishing or failure to furnish professional services of any physician or psychiatrist in the treatment of a patient.
b. Managers and Supervisors - Your managers and supervisors are also insureds, but only with respect to their duties as your managers and supervisors. Managers and supervisors who are your "employees" are also insureds for "bodily injury" to a co"employee" while in the course of his or her employment by you or performing duties related to the conduct of your business.

This provision does not change Item 2.a.(1)(a) as it applies to managers of a limited liability company.
c. Broadened Named Insured - Any organization and subsidiary thereof which you control and actively manage on the effective date of this Coverage Part. However, coverage does not apply to any organization or subsidiary not named in the Declarations as Named Insured, if they are also insured under another similar policy, but for its termination or the exhaustion of its limits of insurance.
d. Funding Source - Any person or organization with respect to their liability arising out of:
(1) Their financial control of you; or
(2) Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.
e. Home Care Providers - At the first Named Insured's option, any person or organization under your direct supervision and control while providing for you private home respite or foster home care for the developmentally disabled.
f. Managers, Landlords, or Lessors of Premises - Any person or organization with respect to their liability arising out of the ownership, maintenance or use of that part of the premises leased or rented to you subject to the following additional exclusions:

This insurance does not apply to:
(1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or
(2) Structural alterations, new construction or demolition operations performed by or on behalf of that person or organization.
g. Lessor of Leased Equipment - Automatic Status When Required in Lease Agreement With You - Any person or organization from whom you lease equipment when you and such person or organization have agreed in writing in a contract or agreement that such person or organization is to be added as an additional insured on your policy. Such person or

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organization is an insured only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.
h. Grantors of Permits - Any state or political subdivision granting you a permit in connection with your premises subject to the following additional provision:
(1) This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with the premises you own, rent or control and to which this insurance applies:
(a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures;
(b) The construction, erection, or removal of elevators; or
(c) The ownership, maintenance, or use of any elevators covered by this insurance.
i. Vendors - Only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:
(1) The insurance afforded the vendor does not apply to:
(a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
(b) Any express warranty unauthorized by you;
(c) Any physical or chemical change in the product made intentionally by the vendor;
(d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

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(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
(i) The exceptions contained in Sub-paragraphs (d) or (f); or
(ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
(2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing.
j. Franchisor - Any person or organization with respect to their liability as the grantor of a franchise to you.
k. As Required by Contract - Any person or organization where required by a written contract executed prior to the occurrence of a loss. Such person or organization is an additional insured for "bodily injury," "property damage" or "personal and advertising injury" but only for liability arising out of the negligence of the named insured. The limits of insurance applicable to these additional insureds are the lesser of the policy limits or those limits specified in a contract or agreement. These limits are included within and not in addition to the limits of insurance shown in the Declarations
I. Owners, Lessees or Contractors - Any person or organization, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by:
(1) Your acts or omissions; or
(2) The acts or omissions of those acting on your behalf;
in the performance of your ongoing operations for the additional insured when required by a contract.

With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:
(a) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
(b) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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m. State or Political Subdivisions - Any state or political subdivision as required, subject to the following provisions:
(1) This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit, and is required by contract.
(2) This insurance does not apply to:
(a) "Bodily injury," "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
(b) "Bodily injury" or "property damage" included within the "products-completed operations hazard."
M. Duties in the Event of Occurrence, Claim or Suit

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 2. is amended as follows:
a. is amended to include:

This condition applies only when the "occurrence" or offense is known to:
(1) You, if you are an individual;
(2) A partner, if you are a partnership; or
(3) An executive officer or insurance manager, if you are a corporation.
b. is amended to include:

This condition will not be considered breached unless the breach occurs after such claim or "suit" is known to:
(1) You, if you are an individual;
(2) A partner, if you are a partnership; or
(3) An executive officer or insurance manager, if you are a corporation.

## N. Unintentional Failure To Disclose Hazards

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 6. Representations is amended to include the following:

It is agreed that, based on our reliance on your representations as to existing hazards, if you should unintentionally fail to disclose all such hazards prior to the beginning of the policy period of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.
O. Transfer of Rights of Recovery Against Others To Us

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 8. Transfer of Rights of

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Recovery Against Others To Us is deleted in its entirety and replaced by the following:
If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

Therefore, the insured can waive the insurer's rights of recovery prior to the occurrence of a loss, provided the waiver is made in a written contract.
P. Liberalization

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, is amended to include the following:

If we revise this endorsement to provide more coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

## Q. Bodily Injury - Mental Anguish

SECTION V - DEFINITIONS, Paragraph 3. Is deleted in its entirety and replaced by the following:
"Bodily injury" means:
a. Bodily injury, sickness or disease sustained by a person, and includes mental anguish resulting from any of these; and
b. Except for mental anguish, includes death resulting from the foregoing (Item a. above) at any time.
R. Personal and Advertising Injury - Abuse of Process, Discrimination If COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY COVERAGE is not otherwise excluded from this Coverage Part, the definition of "personal and advertising injury" is amended as follows:

1. SECTION V - DEFINITIONS, Paragraph 14.b. is deleted in its entirety and replaced by the following:
b. Malicious prosecution or abuse of process;
2. SECTION V - DEFINITIONS, Paragraph 14. is amended by adding the following:

Discrimination based on race, color, religion, sex, age or national origin, except when:
a. Done intentionally by or at the direction of, or with the knowledge or consent of:
(1) Any insured; or
(2) Any executive officer, director, stockholder, partner or member of the insured;
b. Directly or indirectly related to the employment, former or prospective employment, termination of employment, or application for employment of any person or persons by an insured;

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c. Directly or indirectly related to the sale, rental, lease or sublease or prospective sales, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured; or
d. Insurance for such discrimination is prohibited by or held in violation of law, public policy, legislation, court decision or administrative ruling.

The above does not apply to fines or penalties imposed because of discrimination.

## THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY. <br> BLANKET ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

## BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.
A. SECTION II - COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured is amended by adding the following:

The following are also "insureds":
Any person or organization for whom you are required by an "insured contract" to procure "bodily injury" or "property damage" liability insurance arising out of the operation of a covered "auto" with your permission. However, this additional insurance does not apply to:

1. The owner or anyone else from whom you hire or borrow a covered "auto." This exception does not apply if the covered "auto" is a "trailer" connected to a covered "auto" you own;
2. Your "employee" if the covered "auto" is owned by that "employee" or a member of his or her household;
3. Anyone using a covered "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours;
4. Anyone other than your "employees," partners (if you are a partnership), members (if you are a limited liability company), or a lessee or borrower or any of their "employees," while moving property to or from a covered "auto"; or
5. A partner (if you are a partnership), or a member (if you are a limited liability company) for covered "auto" owned by him or her or a member of his or her household.
B. The "insured contract" must be in effect during the policy period shown in the Declarations and must have been executed prior to the "bodily injury" or "property damage".
C. This person or organization is an "insured" only to the extent you are liable due to your ongoing operations for that "insured", whether the work is performed by you or for you, and only to the extent you are held liable for an "accident" occurring while a covered "auto" is being driven by you or one of your employees.
D. There is no coverage provided to this person or organization for "bodily injury" to its employees or for "property damage" to its property.
E. Coverage for this person or organization shall be limited to the extent of your negligence or fault according to the applicable principles of comparative negligence or fault.
F. The defense of any claim or "suit" must be tendered by this person or organization as soon as practicable to all other insurers which potentially provide insurance for such claim or "suit".
G. A person's or organization's status as an "insured" under this endorsement ends when your operations for that "insured" are completed.
H. The coverage extended to any additional insured by this endorsement is limited to, and subject to all terms, conditions, and exclusions of the Coverage Part to which this endorsement is attached.

In addition, coverage shall not exceed the terms and conditions that are required by the terms of the written agreement to add any "insured," or to procure insurance.
I. The following additional exclusions apply:

The insurance afforded to any person or organization as an "insured" under this endorsement does not apply to "loss":

1. Which occurs prior to the date your contract is effective with such person or organization;
2. Arising out of the sole negligence of any person or organization that would not be an "insured" except for this endorsement; or
3. Which occurs after you returned the leased or rented "auto" to the lessor or the policy period ends, whichever occurs first.

## WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be $5 \%$ of the applicable manual premium otherwise due on such remuneration subject to a policy maximum charge for all such waivers of $5 \%$ of total manual premium.

The minimum premium for this endorsement is $\$ 350$.
This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

## Specific Waiver

| Person/Organization: | City and County of San Francisco Department of Public Health |  |
| :--- | :--- | :--- |
| Job Description: | As Per Contract or Agreement on File with Insured |  |
| Waiver Premium: | 2805.00 |  |
|  |  |  |
| Class | State | Payroll Subject |
| 8742 | CA | $2,071,427.00$ |
| 8810 | CA | $72,716.00$ |
| 8823 | CA | $459,443.00$ |

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: 02/01/2018
Insured:

Policy No.: EDWC908161
Endorsement No.:
Premium \$

Insurance Company: Cypress Insurance Company


[^0]:    Revised 7/1/2015

[^1]:    FORM REVISED 06072017 SFDPH Office of Compliance and Privacy Affairs (OCPA)

