

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

Third Amendment

THIS AMENDMENT (this "Amendment") is made as of July 1, 2015, in San Francisco, California, by and between **Addiction, Research and Treatment, Incorporated D.B.A. BAART, Inc.** ("Contractor"), and the City and County of San Francisco, a municipal corporation ("City"), acting by and through its Director of the Office of Contract Administration.

RECITALS

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

WHEREAS, City and Contractor desire to modify the Agreement on the terms and conditions set forth herein to extend the term of the Agreement and increase the Agreement compensation amount;

WHEREAS, approval for this Amendment was obtained when the Civil Service Commission approved Contract number **4150—09/10** on **June 21, 2010**;

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

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

1a. Agreement. The term "Agreement" shall mean the Agreement dated **July 1, 2010** between Contractor and City, as amended by the:

First amendment, dated July 1, 2011, and
Second amendment, dated April 1, 2012, and
This Third Amendment.

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

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

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

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

Subject to Section 1, the term of this Agreement shall be from July 1, 2010 to June 30, 2015.

The City shall have at the sole discretion of exercise the following options to extend the Agreement term pursuant to RFP 06-2008, March 13, 2008.

Option 1	July 1, 2015 through June 30, 2016
Option 2	July 1, 2016 through June 30, 2017
Option 3	July 1, 2017 through June 30, 2018

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

Section 2. Term of the Agreement

Subject to Section 1, the term of this Agreement shall be from July 1, 2010 to June 30, 2018.

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

Compensation shall be made in monthly payments on or before the 30th day of each month for work, as set forth in Section 4 of this Agreement, that the Director of the Public Health Department, in his or her sole discretion, concludes has been performed as of the 30th day of the immediately preceding month. In no event shall the amount of this Agreement exceed **Twenty Seven Million Two Hundred Nine Thousand Three Hundred Seventeen Dollars (\$27,209,317)**. The breakdown of costs associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein.

No charges shall be incurred under this Agreement nor shall any payments become due to Contractor until reports, services, or both, required under this Agreement are received from Contractor and approved by the Department of Public Health as being in accordance with this Agreement. City may withhold payment to Contractor in any instance in which Contractor has failed or refused to satisfy any material obligation provided for under this Agreement.

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

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

Compensation shall be made in monthly payments on or before the 30th day of each month for work, as set forth in Section 4 of this Agreement, that the Director of the Public Health Department, in his or her sole discretion, concludes has been performed

as of the 30th day of the immediately preceding month. In no event shall the amount of this Agreement exceed **Fifty Two Million Seven Hundred Twenty Four Thousand Two Hundred Seventy Eight Dollars (\$52,724,278)**. The breakdown of costs associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein.

No charges shall be incurred under this Agreement nor shall any payments become due to Contractor until reports, services, or both, required under this Agreement are received from Contractor and approved by the Department of Public Health as being in accordance with this Agreement. City may withhold payment to Contractor in any instance in which Contractor has failed or refused to satisfy any material obligation provided for under this Agreement.

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

- 2c. Sugar-Sweetened Beverage Prohibition.** Section 58 is hereby replaced in its entirety to read as follows:

58. 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.

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

15. Insurance.

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

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

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

3) Commercial Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence, "Combined Single Limit" for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable; and

4) Blanket Fidelity Bond (Commercial Blanket Bond) with limits not less than the amount of the initial payment provided for in the Agreement; and

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

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

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

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

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

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

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

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

g. 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.

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

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

a. Contractor agrees to comply fully with and be bound by all of the provisions of Chapter 12T "City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions," of the San Francisco Administrative Code (Chapter 12T), including the remedies provided, and implementing regulations, as may be amended from time to time. The

provisions of Chapter 12T are incorporated by reference and made a part of this Agreement as though fully set forth herein. The text of the Chapter 12T is available on the web at www.sfgov.org/olse/fco. A partial listing of some of Contractor's obligations under Chapter 12T is set forth in this Section. Contractor is required to comply with all of the applicable provisions of 12T, irrespective of the listing of obligations in this Section. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 12T.

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

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

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

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

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

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

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

2f. First Source Hiring Program. Section 45 is hereby replaced in its entirety to read as follows:

45. First Source Hiring Program

a. Incorporation of Administrative Code Provisions by Reference.

The provisions of Chapter 83 of the San Francisco Administrative Code are incorporated in this Section by reference and made a part of this Agreement as though fully set forth herein. Contractor shall comply fully with, and be bound by, all of the provisions that apply to this Agreement under such Chapter, including but not limited to the remedies provided therein. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 83.

b. First Source Hiring Agreement.

As an essential term of, and consideration for, any contract or property contract with the City, not exempted by the FSHA, the Contractor shall enter into a first source hiring agreement ("agreement") with the City, on or before the effective date of the contract or property contract. Contractors shall also enter into an agreement with the City for any other work that it performs in the City. Such agreement shall:

1) Set appropriate hiring and retention goals for entry level positions. The employer shall agree to achieve these hiring and retention goals, or, if unable to achieve these goals, to establish good faith efforts as to its attempts to do so, as set forth in the agreement. The agreement shall take into consideration the employer's participation in existing job training, referral and/or brokerage programs. Within the discretion of the FSHA, subject to appropriate modifications, participation in such programs maybe certified as meeting the requirements of this Chapter. Failure either to achieve the specified goal, or to establish good faith efforts will constitute noncompliance and will subject the employer to the provisions of Section 83.10 of this Chapter.

2) Set first source interviewing, recruitment and hiring requirements, which will provide the San Francisco Workforce Development System with the first opportunity to provide qualified economically disadvantaged individuals for consideration for employment for

entry level positions. Employers shall consider all applications of qualified economically disadvantaged individuals referred by the System for employment; provided however, if the employer utilizes nondiscriminatory screening criteria, the employer shall have the sole discretion to interview and/or hire individuals referred or certified by the San Francisco Workforce Development System as being qualified economically disadvantaged individuals. The duration of the first source interviewing requirement shall be determined by the FSHA and shall be set forth in each agreement, but shall not exceed 10 days. During that period, the employer may publicize the entry level positions in accordance with the agreement. A need for urgent or temporary hires must be evaluated, and appropriate provisions for such a situation must be made in the agreement.

3) Set appropriate requirements for providing notification of available entry level positions to the San Francisco Workforce Development System so that the System may train and refer an adequate pool of qualified economically disadvantaged individuals to participating employers. Notification should include such information as employment needs by occupational title, skills, and/or experience required, the hours required, wage scale and duration of employment, identification of entry level and training positions, identification of English language proficiency requirements, or absence thereof, and the projected schedule and procedures for hiring for each occupation. Employers should provide both long-term job need projections and notice before initiating the interviewing and hiring process. These notification requirements will take into consideration any need to protect the employer's proprietary information.

4) Set appropriate record keeping and monitoring requirements. The First Source Hiring Administration shall develop easy-to-use forms and record keeping requirements for documenting compliance with the agreement. To the greatest extent possible, these requirements shall utilize the employer's existing record keeping systems, be nonduplicative, and facilitate a coordinated flow of information and referrals.

5) Establish guidelines for employer good faith efforts to comply with the first source hiring requirements of this Chapter. The FSHA will work with City departments to develop employer good faith effort requirements appropriate to the types of contracts and property contracts handled by each department. Employers shall appoint a liaison for dealing with the development and implementation of the employer's agreement. In the event that the FSHA finds that the employer under a City contract or property contract has taken actions primarily for the purpose of circumventing the requirements of this Chapter, that employer shall be subject to the sanctions set forth in Section 83.10 of this Chapter.

6) Set the term of the requirements.

7) Set appropriate enforcement and sanctioning standards consistent with this Chapter.

8) Set forth the City's obligations to develop training programs, job applicant referrals, technical assistance, and information systems that assist the employer in complying with this Chapter.

9) Require the developer to include notice of the requirements of this Chapter in leases, subleases, and other occupancy contracts.

c. Hiring Decisions.

Contractor shall make the final determination of whether an Economically Disadvantaged Individual referred by the System is "qualified" for the position.

d. Exceptions.

Upon application by Employer, the First Source Hiring Administration may grant an exception to any or all of the requirements of Chapter 83 in any situation where it concludes that compliance with this Chapter would cause economic hardship.

e. Liquidated Damages.

Contractor agrees:

- 1) To be liable to the City for liquidated damages as provided in this section;
- 2) To be subject to the procedures governing enforcement of breaches of contracts based on violations of contract provisions required by this Chapter as set forth in this section;
- 3) That the contractor's commitment to comply with this Chapter is a material element of the City's consideration for this contract; that the failure of the contractor to comply with the contract provisions required by this Chapter will cause harm to the City and the public which is significant and substantial but extremely difficult to quantify; that the harm to the City includes not only the financial cost of funding public assistance programs but also the insidious but impossible to quantify harm that this community and its families suffer as a result of unemployment; and that the assessment of liquidated damages of up to \$5,000 for every notice of a new hire for an entry level position improperly withheld by the contractor from the first source hiring process, as determined by the FSHA during its first investigation of a contractor, does not exceed a fair estimate of the financial and other damages that the City suffers as a result of the contractor's failure to comply with its first source referral contractual obligations.
- 4) That the continued failure by a contractor to comply with its first source referral contractual obligations will cause further significant and substantial harm to the City and the public, and that a second assessment of liquidated damages of up to \$10,000 for each entry level position improperly withheld from the FSHA, from the time of the conclusion of the first investigation forward, does not exceed the financial and other damages that the City suffers as a result of the contractor's continued failure to comply with its first source referral contractual obligations;
- 5) That in addition to the cost of investigating alleged violations under this Section, the computation of liquidated damages for purposes of this section is based on the following data:

(a) The average length of stay on public assistance in San Francisco's County Adult Assistance Program is approximately 41 months at an average monthly grant of \$348 per month, totaling approximately \$14,379; and

(b) In 2004, the retention rate of adults placed in employment programs funded under the Workforce Investment Act for at least the first six months of employment was 84.4%. Since qualified individuals under the First Source program face far fewer barriers to employment than their counterparts in programs funded by the Workforce Investment Act, it is reasonable to conclude that the average length of employment for an individual whom the First Source Program refers to an employer and who is hired in an entry level position is at least one year;

Therefore, liquidated damages that total \$5,000 for first violations and \$10,000 for subsequent violations as determined by FSHA constitute a fair, reasonable, and conservative attempt to quantify the harm caused to the City by the failure of a contractor to comply with its first source referral contractual obligations.

6) That the failure of contractors to comply with this Chapter, except property contractors, may be subject to the debarment and monetary penalties set forth in Sections 6.80 et seq. of the San Francisco Administrative Code, as well as any other remedies available under the contract or at law; and

Violation of the requirements of Chapter 83 is subject to an assessment of liquidated damages in the amount of \$5,000 for every new hire for an Entry Level Position improperly withheld from the first source hiring process. The assessment of liquidated damages and the evaluation of any defenses or mitigating factors shall be made by the FSHA.

f. Subcontracts.

Any subcontract entered into by Contractor shall require the subcontractor to comply with the requirements of Chapter 83 and shall contain contractual obligations substantially the same as those set forth in this Section.

2g. Appendix A, "Services to be Provided by the Contractor," dated 7/1/15 (i.e., July 1, 2015) is hereby added for fiscal year 2015/16.

2h. Appendices A-1, A-2, and A-3 dated 7/1/15 (i.e., July 1, 2015) are hereby added for fiscal year 2015/16.

2i. Appendix B, "Calculation of Charges," dated 7/1/15 (i.e., July 1, 2015) is hereby added for fiscal year 2015/16.

2j. Appendices B-1, B-2, and B-3 dated 7/1/15 (i.e., July 1, 2015) are hereby added for fiscal year 2015/16.

2k. Appendix D, "Additional Terms," dated 7/1/15 (i.e., July 1, 2015) is hereby added for fiscal year 2015/16.

2l. Appendix E, "Business Associate Addendum" dated 5/19/15 (i.e., May 19, 2015) is hereby added for fiscal year 2015/16.

3. Effective Date. Each of the modifications set forth in Section 2 shall be effective on and after the date of this Amendment.

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

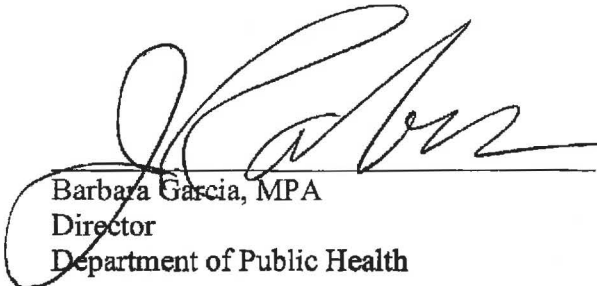
IN WITNESS WHEREOF, Contractor and City have executed this Amendment as of the date first referenced above.

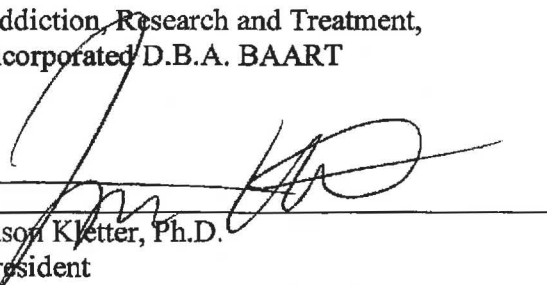
CITY

CONTRACTOR

Recommended by:

Addiction Research and Treatment,
Incorporated D.B.A. BAART


Barbara Garcia, MPA
Director
Department of Public Health


Jason Kletter, Ph.D.
President

City vendor number: 49728

Approved as to Form:

Dennis J. Herrera
City Attorney

By:


Kathleen Murphy
Deputy City Attorney

Approved:

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

Appendix A
Services to be provided by Contractor

1. Terms

A. Contract Administrator:

In performing the Services hereunder, Contractor shall report to **Mario Hernandez**, 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.

For contracts for the provision of services at San Francisco General the evaluation program shall include agreed upon performance measures as specified in the Performance Improvement Plan and Performance Measure Grid which is presented in Attachment 1 to Appendix A. Performance measures are reported annually to the San Francisco General Hospital performance improvement committees (PIPS and Quality Council).

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 or her designated agent (hereinafter referred to as "DIRECTOR"). Those client who do not receive direct Services will be provided a copy of this procedure upon request.

I. Infection Control, Health and Safety:

- (1) Contractor must have a Bloodborne Pathogen (BBP) Exposure Control plan as defined in the California Code of Regulations, Title 8, Section 5193, Bloodborne Pathogens (<http://www.dir.ca.gov/title8/5193.html>), and demonstrate compliance with all requirements including, but not limited to, exposure determination, training, immunization, use of personal protective equipment and safe needle devices, maintenance of a sharps injury log, post-exposure medical evaluations, and recordkeeping.
- (2) Contractor must demonstrate personnel policies/procedures for protection of staff and clients from other communicable diseases prevalent in the population served. Such policies and procedures shall include, but not be limited to, work practices, personal protective equipment, staff/client Tuberculosis (TB) surveillance, training, etc.
- (3) Contractor must demonstrate personnel policies/procedures for Tuberculosis (TB) exposure control consistent with the Centers for Disease Control and Prevention (CDC) recommendations for health care facilities and based on the Francis J. Curry National Tuberculosis Center: Template for Clinic Settings, as appropriate.
- (4) Contractor is responsible for site conditions, equipment, health and safety of their employees, and all other persons who work or visit the job site.
- (5) Contractor shall assume liability for any and all work-related injuries/illnesses including infectious exposures such as BBP and TB and demonstrate appropriate policies and procedures for reporting such events and providing appropriate post-exposure medical management as required by State workers' compensation laws and regulations.
- (6) Contractor shall comply with all applicable Cal-OSHA standards including maintenance of the OSHA 300 Log of Work-Related Injuries and Illnesses.
- (7) Contractor assumes responsibility for procuring all medical equipment and supplies for use by their staff, including safe needle devices, and provides and documents all appropriate training.
- (8) Contractor shall demonstrate compliance with all state and local regulations with regard to handling and disposing of medical waste.

J. Aerosol Transmissible Disease Program, Health and Safety:

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

protective equipment, referral procedures, training, immunization, post-exposure medical evaluations/follow-up, and recordkeeping.

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

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

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

K. Acknowledgment of Funding:

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

L. Client Fees and Third Party Revenue:

(1) Fees required by federal, state, or City laws or regulations to be billed to the client, client's family, 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 and 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.

M. Patient Rights:

All applicable Patient Rights laws and procedures shall be implemented.

N. 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.

O. Quality Assurance:

Contractor agrees to develop and implement a Quality Assurance 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 Assurance Plan.

P. Compliance with Grant Award Notices:

Contractor recognizes that funding for this Agreement is provided to the City through federal, state, or private foundation awards. 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

Appendix A-1: Turk Clinic

Appendix A-2: FACET Program

Appendix A-3: Market Clinic

Contractor: Addiction Research & Treatment
Program: ART – Turk Clinic
City Fiscal Year: FY 2015-2016
CMS#:6961

Appendix A-1
Contract Term: 07/01/2015 through 06/30/2016

1. Program Name: Addiction Research and Treatment

Program Address: 433 Turk Street,
City, State, Zip Code: San Francisco, 94102
Telephone: (415) 928-7800
Facsimile: (415) 928-3710
Program Code: 38114

2. Nature of Document (check one)

☐ New ☒ Renewal ☐ Modification

3. Goal Statement

Reduce the impact of substance abuse and addiction on the target population by successfully implementing the described interventions.

4. Target Population

This ART program targets San Francisco residents abusing and/or addicted to opioids.

- **Primary Drug of addiction:** Heroin and all other opioids.
- **Gender:** The program will serve male, female and transgender adults
- **Age:** adults aged 18 and older. (ART will provide services to opioid dependent individuals under 18 years of age on a case by case basis.)
- **Ethnic Background and language needs:** The program will serve individuals from all ethnic, racial, religious, and cultural backgrounds.
- **Sexual Orientation:** ART will serve individuals regardless of sexual orientation or gender identity.
- **Neighborhood:** The Turk Street Clinic target population includes particularly at-risk neighborhoods such as the Tenderloin, the Mission District and South of Market.
- **Homeless Status:** The target population includes many individuals who are homeless, living in the streets, in shelters, and residential hotels.
- **Co Occurring Disorders:** ART serves opioid dependent individuals with co-occurring disorders such as HIV, Hep C, TB, diabetes, and mental illness. ART offers ancillary and referral services to help patients address co-occurring disorders.

- **Economic Status:** The program will serve individuals from all levels of economic status.

5. Modality(ies)/Interventions

ART's primary service function is **Methadone Maintenance (MMT)**. The units of service definitions are based on California Code of Regulations (CCR) Title 9, Narcotic Treatment Protocols, and Title 22, Medi-Cal Protocols.

One unit of service for a Narcotic Treatment Program is defined as follows:

- **Dosing** - One dose of methadone either for clinic consumption or take-home.
- **Counseling** - One 10 minute period of face-to-face individual or group counseling to include assessment, treatment planning, collateral counseling to family and friends, medication review, and crisis intervention. Groups must be 4-12 members in size.

Units of Service (UOS) Description	Units of Service	Unduplicated Clients (UDC)
Dosing	205,916	682
Individual Counseling	106,392	682
Group Counseling	1,636	

Ancillary services include medical examinations, individual and group counseling. HIV, Hep C, and TB screenings and primary medical care are also offered on site.

Units of Service (UOS) Description	Units of Service	Unduplicated Clients (UDC)
Ancillary services	708	59

The ART program offers comprehensive opioid treatment for opioid dependent persons. In addition to medication, patients receive a complete medical examination at point of intake and annually thereafter, and individual counseling sessions at least once per month for a minimum of 50 minutes. Individual patient need determines the length and frequency of counseling sessions per month.

6. Methodology

- A. ART depends primarily on word of mouth and referrals from community social service agencies for recruitment. ART has made efforts to strengthen outreach and recruitment in the new fiscal year by redesigning and updating promotional

pamphlets, brochures and the BAART Programs website. ART participates in Project Homeless Connect and Ladies Night Out providing staff support and free detoxification opportunities. ART also participates in local service committees and community events such as the Polk Street and the 6th Street Fair annually. ART has provided and continues to offer free educational services to any organization interested in learning about methadone maintenance treatment, philosophy and clinical outcomes.

- B. Methadone Maintenance Treatment is appropriate for persons with chronic opioid dependence and addiction who have a history of repeated relapse, persons who live in environments not supportive of a life-style free from substance use, and for those who repeatedly engage in criminal behavior related to their chronic opioid use.

Criteria used to determine appropriateness include history of substance use, physical examination results, results of laboratory tests (blood and urine), Federal admission criteria, State Title IX criteria, and patient preference. Preliminary screenings are conducted to determine eligibility and appropriateness for maintenance treatment in addition to identifying, documenting and addressing the immediate and urgent needs of the prospective patient.

The screening procedure is conducted by a face-to-face meeting with a counselor, intake coordinator, or staff person whenever a person requests to be considered for admission to maintenance treatment. The program physician, in consult with the clinic director, will make the final determination of admission to treatment.

Persons considered high-priority candidates for admission include:

- Pregnant opioid dependent women
- Persons with HIV infection
- Persons with life threatening diseases such as TB and HCV, that are made worse by injection drug use
- Persons with serious endocarditis, septic arthritis, or other medical problems

- C. The Turk Street clinic, located at 433 Turk Street in San Francisco. The clinic is open for the dispensing of methadone 365 days per year. The Turk Street Clinic hours are Monday through Friday from 7:00 AM to 10:45AM and 12:00 PM to 2:30 PM, Saturday and Sunday from 8:00 AM to 12:00 PM and on Holidays from 9:00 AM to 12:00 PM. The clinic staff is available during the Monday through Friday hours to provide counseling and primary healthcare services. Specific staff schedules vary according to the program needs.

Comprehensive Health Assessment

A health assessment is completed for every patient entering the program. The assessment includes a review of the patient's medical history, a physical examination, laboratory tests (i.e., CBC, SMAC, UA and TB) and the appropriate health referrals for acute and chronic medical conditions. Given the high-risk lifestyles and special health problems of most people addicted to illicit drugs, the medical staff assess each new patient for conditions such as hepatitis, tuberculosis, sexually transmitted diseases, and abscesses. The medical staff also discusses the advantages of HIV antibody testing and/or early medical intervention for those patients who disclose that they are HIV+.

Assessment and Treatment Planning

Patients participate in an assessment process upon entrance into the MMT program, which includes the completion of the Addiction Severity Index- Lite (ASI-lite) and the development of an individualized treatment plan. Both are completed with the support and guidance of a patient's counselor. Treatment Plans are reviewed, revised, and signed by the patient, counselor, and Medical Director every quarter. The ASI-lite is completed at intake and annually to assess progress.

Daily Dosing

The core substance abuse treatment service is providing patients with a medically supervised opioid treatment program using either methadone or buprenorphine. Each patient's recommended length of stay in treatment will vary based on criteria established at the onset of treatment and assessed on an on-going basis. These criteria measure the effectiveness of treatment and include toxicology screening, attendance at counseling sessions, employment status, arrest record, and other such lifestyle factors.

Urinalysis

Urinalysis (UA) testing is scheduled once per month on a random basis to screen for the use of illicit drugs. This procedure is always followed-up with individual counseling. Counselors specifically address each UA that is positive for illicit substances with the patient.

Counseling

Individual counseling sessions are provided for each patient for a minimum of 50 minutes per month. Frequency of counseling as well as counseling goals and objectives are determined and re-evaluated by the patient, Medical Director and substance abuse counselor during a quarterly Treatment Planning process.

Counseling sessions are patient driven, focusing on substance abuse issues including relapse prevention, HIV and HCV issues including education and risk reduction and offered to all patients.

Research shows that counseling is a critical part of effective methadone maintenance treatment and contributes to improved treatment outcomes.

Patient Retention

The Turk Street Clinic will receive \$21,237 in Private Pay Subsidy funds for the period from 7/01/15 through 6/30/16. These funds will be used to subsidize the treatment of the Non-MediCal patients in ART-Turk Clinic to improve patient retention.

Linkage

The Turk Street Clinic team maintains and regularly updates a list of referral sources including psychological and psychiatric services, employment, housing, and specialty medical services.

D. ART's treatment philosophy recognizes that:

- Substance abuse is a chronic, relapsing condition;
- Substance abuse treatment is a continually evolving field of knowledge;
- Individuals who seek treatment present a wide range of factors related to their developing and maintaining substance abuse and other problems; their motivations and degrees of readiness for change fall along a broad continuum;
- Effective treatment depends on culturally sensitive programming;
- Comprehensive, low-barrier treatment has the best chance to be effective in resolution of chronic substance abuse problems; and
- The most effective treatment of substance abuse problems requires treatment of the medical, psychological, and social ills of patients.

A successful treatment episode is measured by a reduction in harm to patient caused by illicit drug use as well as by: satisfying individualized treatment plan objectives, attendance at scheduled counseling appointments, increased HIV/AIDS knowledge, decreased incidents of incarceration, and transferring to another program for further substance abuse treatment.

Given the ART mission and the previously mentioned philosophy, patients are encouraged to continue treatment as long as appropriate, which varies for each

patient. When patients decide to end their treatment with the support of ART they engage in a discharge planning process. This process involves processing options, plans, goals, and challenges of life after treatment with the patient.

Discharging from treatment is a gradual process combining counseling with the medically supervised and scheduled taper off prescribed medication. Patients who choose to terminate treatment against medical advice are also provided with counseling and a medically supervised and scheduled taper off of the prescribed medication. Patients who terminate against medical advice are also required to sign a waiver acknowledging the physician's recommendation.

E.

STAFF POSITIONS	FTE
Clinic Director	0.631
Medical Director	0.936
Operations Director	0.637
Registered Nurse	0.608
Supervising Counselor	0.938
Supervising Dispensing Nurse	0.714
Nurse Practitioner	2.575
Facet Manger	0.469
Counselors	21.624
Lead Counselor	0.938
Dispensing Nurse	5.468
Intern	1.876
Internship Program Director	0.141
Medical Assistant	0.467
Receptionist	0.463
Security Guard	2.066
Total FTE:	40.551

7. Objectives and Measurements

All objectives, and descriptions of how objectives will be measured, are contained in the CBHS document entitled Performance Objectives FY 15-16.

8. Continuous Quality Assurance and Improvement

For FY 15-16, the Continuous Quality Assurance and Improvement requirement will be addressed in the CBHS Declaration of Compliance

1. Program Name: ART-FACET

Program Address: 433 Turk Street

City, State, Zip Code: San Francisco, CA 94102

Telephone: (415) 928-7800

Facsimile: (415)-928-3710

Program Code: 38104

2. Nature of Document (check one)

☐ New ☒ Renewal ☐ Modification

3. Goal Statement

Reduce the impact of substance abuse and addiction on the target population by successfully implementing the described interventions

4. Target Population

The FACET program targets pregnant and parenting San Francisco residents abusing and/ or addicted to opioids. The FACET Perinatal program includes opioid dependent women with children up to two years old.

- **Primary Drug of addiction:** Heroin and all other opioids.
- **Gender:** The program will serve pregnant and postpartum females.
- **Age:** adults aged 18 and older. (ART will provide services to opioid dependent individuals under 18 years of age on a case by case basis.)
- **Homeless Status:** The target population includes many individuals who are homeless, living in the streets, in shelters, and residential hotels.
- **Co Occurring Disorders:** ART serves opioid dependent individuals with co-occurring disorders such as HIV, HCV, TB, diabetes, and mental illness. ART offers ancillary and referral services to help patients address co-occurring disorders.

5. Modality(ies)/Interventions

ART's primary service function is **Methadone Maintenance (MMT)**. The units of service definitions are based on California Code of Regulations (CCR) Title 9, Narcotic Treatment Protocols, and Title 22, Medi-Cal Protocols.

The FACET program offers comprehensive opioid treatment for opioid dependent pregnant women and mothers. In addition to medication, patients receive a complete medical

examination at point of intake and annually thereafter, and individual counseling sessions at least once per month for a minimum of 50 minutes. Individual patient need determines the length and frequency of counseling sessions per month.

One unit of service for a Narcotic Treatment Program is defined as follows:

- Dosing - One dose of methadone either for clinic consumption or take-home.
- Counseling - One 10 minute period of face-to-face individual or group counseling to include assessment, treatment planning, collateral counseling to family and friends, medication review, and crisis intervention. Groups must be 4-12 members in size.

Units of Service (UOS) Description	Units of Service	Unduplicated Clients (UDC)
Dosing	2,215	8
Individual Counseling	1,248	8
Group Counseling	19	

Ancillary services provided for FACET patients include medical examinations, parenting classes, nutritional education, nutritional supplements, individual and group counseling. HIV, HCV, and TB screenings and primary medical care are also offered on site.

Units of Service (UOS) Description	Units of Service	Unduplicated Clients (UDC)
Childcare	144	12
Medical/Pediatric	288	12
Educational/Nutritional	144	12
Parenting	504	12
Case Management	649	12

6. Methodology

- FACET staff maintains an active role on the San Francisco Perinatal Coordinating Council and participants in the San Francisco Perinatal Forum. ART depends primarily on word of mouth and referrals from community social service agencies for

recruitment. ART has made efforts to strengthen outreach and recruitment in the new fiscal year by redesigning and updating promotional pamphlets, brochures and the BAARTPROGRAMS website. ART participates in Project Homeless Connect and Ladies Night Out providing staff support and free detoxification opportunities. ART also participates in local service committees and community events such as the Polk Street and the 6th Street Fair annually. ART has provided and continues to offer free educational services to any organization interested in learning about methadone maintenance treatment, philosophy and clinical outcomes.

- B. Methadone Maintenance Treatment is appropriate for persons with chronic opioid dependence and addiction who have a history of repeated relapse, persons who live in environments not supportive of a life-style free from substance use, and for those who repeatedly engage in criminal behavior related to their chronic opioid use.

Criteria used to determine appropriateness include history of substance use, physical examination results, results of laboratory tests (blood and urine), Federal admission criteria, State Title IX criteria, and patient preference. Preliminary screenings are conducted to determine eligibility and appropriateness for maintenance treatment in addition to identifying, documenting and addressing the immediate and urgent needs of the prospective patient.

The screening procedure is conducted by a face-to-face meeting with a counselor, intake coordinator, or staff person whenever a person requests to be considered for admission to maintenance treatment. The program physician, in consult with the clinic director, will make the final determination of admission to treatment.

Persons considered high-priority candidates for FACET admission include:

- Pregnant opioid dependent women
- Pregnant Persons with HIV infection
- Pregnant Persons with life threatening diseases such as TB and HCV, that are made worse by injection drug use
- Pregnant Persons with serious endocarditis, septic arthritis, or other medical problems

- C. The Turk Street clinic is located at 433 Turk Street in San Francisco. The clinic is open for the dispensing of methadone 365 days per year. The Turk Street Clinic hours are Monday through Friday from 7:00 AM to 10:45AM and 12:00 PM to 2:30 PM, Saturday and Sunday from 8:00 AM to 12:00 PM and on Holidays from 9:00 AM to 12:00 PM. The clinic staff is available during the Monday through Friday hours to provide counseling and primary healthcare services. Specific staff schedules vary according to the program needs.

FACET Program Description:

Facet offers comprehensive substance abuse and parenting services to pregnant and parenting opioid dependent women. Women who attend this program receive 1) methadone treatment to reduce physiological withdrawal symptoms from opioid addiction, 2) group and individual counseling, 3) parenting and perinatal training, 4) medical services, 5) weekly peer group sessions, and 6) weekly urine screenings for illicit substances.

Medical services include a complete health assessment upon entering the program (medical/social history, physical examination, laboratory tests, and PPD test and STD/HCV/HIV screenings), monthly visits with a licensed nutritionist, pre-natal visits and medical care coordination for the mother, newborn infant and children up to two years old.

In addition to standard MMT documentation, the FACET Coordinator maintains all prenatal records, delivery outcomes, APGAR scores, birth weights, weekly urinalysis results, and OB/GYN, multi-disciplinary team and Child Protective Services correspondence. The FACET Manager, in conjunction with the FACET Counselor act as the case manager for each FACET patient by locating and arranging for transitional, temporary and permanent housing as well as assisting with the acquisition of clothing, blankets, infant and child care supplies, and coordinating vocational and educational opportunities.

The ART FACET Program seeks to provide a recovery environment where a pregnant substance-abusing woman with special needs can access appropriate treatment services. It is the FACET philosophy that when a patient is met with a service oriented, non-judgmental, culturally sensitive, practical substance abuse treatment regimen that addresses self esteem, medical, and family needs, the most successful long term treatment outcomes occur.

FACET Augmentation includes services include additional parenting training and nutritional training for women up to 24 months postpartum. A childcare room is available on site for FACET patients to leave their children during dosing periods, counseling sessions, medical appointments, and group sessions. Although not a licensed day care program, FACET provides patients' children, five years and under, short-term adult supervision in a child friendly play area during clinic hours, Monday through Friday. Other services that are available to patients are medical and pediatric care, educational and nutritional classes, parenting and case management.

Comprehensive Health Assessment

A health assessment is completed for every patient entering the program. The assessment includes a review of the patient's medical history, a physical

examination, laboratory tests (i.e., CBC, SMAC, UA and TB) and the appropriate health referrals for acute and chronic medical conditions. Given the high-risk lifestyles and special health problems of most people addicted to illicit drugs, the medical staff assess each new patient for conditions such as hepatitis, tuberculosis, sexually transmitted diseases, and abscesses. The medical staff also discusses the advantages of HIV antibody testing and/or early medical intervention for those patients who disclose that they are HIV+.

Assessment and Treatment Planning

Patients participate in an assessment process upon entrance into the MMT program, which includes the completion of the Addiction Severity Index- Lite (ASI-lite) and the development of an individualized treatment plan. Both are completed with the support and guidance of a patient's counselor. Treatment Plans are reviewed, revised, and signed by the patient, counselor, and Medical Director every quarter. The ASI-lite is completed at intake and annually to assess progress.

Daily Dosing

The core substance abuse treatment service is providing patients with a medically supervised opioid treatment program using either methadone or buprenorphine. Each patient's recommended length of stay in treatment will vary based on criteria established at the onset of treatment and assessed on an on-going basis. These criteria measure the effectiveness of treatment and include toxicology screening, attendance at counseling sessions, employment status, arrest record, and other such lifestyle factors.

Urinalysis

Urinalysis (UA) testing is scheduled weekly on a random basis to screen for the use of illicit drugs. This procedure is always followed-up with individual counseling. Counselors specifically address each UA that is positive for illicit substances with the patient.

Counseling

Individual counseling sessions are provided for each patient for a minimum of 50 minutes per month. Frequency of counseling as well as counseling goals and objectives are determined and re-evaluated by the patient, Medical Director and substance abuse counselor during a quarterly Treatment Planning process.

Counseling sessions are patient driven, focusing on substance abuse issues including relapse prevention, HIV and HCV issues including education and risk reduction and offered to all patients. Research shows that counseling is a critical part of effective methadone maintenance treatment and contributes to improved treatment outcomes.

Linkage

The FACET team maintains and regularly updates a list of referral sources and close relationships with agencies providing psychological and psychiatric services, employment, housing, and specialty medical services.

D. ART's treatment philosophy recognizes that:

- Substance abuse is a chronic, relapsing condition;
- Substance abuse treatment is a continually evolving field of knowledge;
- Individuals who seek treatment present a wide range of factors related to their developing and maintaining substance abuse and other problems; their motivations and degrees of readiness for change fall along a broad continuum;
- Effective treatment depends on culturally sensitive programming;
- Comprehensive, low-barrier treatment has the best chance to be effective in resolution of chronic substance abuse problems; and
- The most effective treatment of substance abuse problems requires treatment of the medical, psychological, and social ills of patients.

A successful treatment episode is measured by a reduction in harm to patient caused by illicit drug use as well as by: satisfying individualized treatment plan objectives, attendance at scheduled counseling appointments, increased HIV/AIDS knowledge, decreased incidents of incarceration, and transferring to another program for further substance abuse treatment.

Given the ART mission and the previously mentioned philosophy, patients are encouraged to continue treatment as long as appropriate, which varies for each patient. When patients decide to end their treatment with the support of ART they engage in a discharge planning process. This process involves processing options, plans, goals, and challenges of life after treatment with the patient.

Discharging from treatment is a gradual process combining counseling with the medically supervised and scheduled taper off prescribed medication. Patients who choose to terminate treatment against medical advice are also provided with counseling and a medically supervised and scheduled taper off of the prescribed medication. Patients who terminate against medical advice are also required to sign a waiver acknowledging the physician's recommendation.

E.

STAFF POSITIONS	FTE
Clinic Director	0.006
FACET Manager	0.500
Medical Director	0.050
Counselor	0.650
Dispensing Nurse	0.025
Supervising Dispensing Nurse	0.008
Receptionist	0.008
Security Guard	0.019
Child Care Worker	1.100
Total FTE:	2.366

7. Objectives and Measurements

All objectives, and descriptions of how objectives will be measured, are contained in the CBHS document entitled Performance Objectives FY 15-16.

8. Continuous Quality Assurance and Improvement

For FY 15-16, the Continuous Quality Assurance and Improvement requirement will be addressed in the CBHS Declaration of Compliance

1. **Program Name:** ART- MARKET

Program Address: 1111 Market Street

City, State, Zip Code: San Francisco, 94103

Telephone: (415) 863-3883

Facsimile: (415) 863-7343

Program Code: 38124

2. **Nature of Document (check one)**

☐ New ☒ Renewal ☐ Modification

3. **Goal Statement**

Reduce the impact of substance abuse and addiction on the target population by successfully implementing the described interventions.

4. **Target Population**

Target Population: ART programs target individuals abusing and/ or addicted to opioids.

- **Primary Drug of addiction:** Heroin and all other opioids.
- **Gender:** The program will serve male, female and transgender adults
- **Age:** adults aged 18 and older. (ART will provide services to opioid dependent individuals under 18 years of age on a case by case basis.)
- **Homeless Status:** The target population includes many individuals who are homeless, living in the streets, in shelters, and residential hotels.
- **Co Occurring Disorders:** ART serves opioid dependent individuals with co-occurring disorders such as HIV, HCV, TB, diabetes, and mental illness. ART offers ancillary and referral services to help patients address co-occurring disorders.

5. **Modality(ies)/Interventions**

ART's primary service function is **Methadone Maintenance (MMT)**. The units of service definitions are based on California Code of Regulations (CCR) Title 9, Narcotic Treatment Protocols, and Title 22, Medi-Cal Protocols.

One unit of service for a Narcotic Treatment Program is defined as follows:

- **Dosing** - One dose of methadone either for clinic consumption or take-home.
- **Counseling** - One 10 minute period of face-to-face individual or group counseling to include assessment, treatment planning, collateral counseling to family and friends, medication review, and crisis intervention. Groups must be 4-12 members in size.

Units of Service (UOS) Description	Units of Service	Unduplicated Clients (UDC)
Dosing	180,377	573
Individual Counseling	75,636	573
Group Counseling	1,374	573

Ancillary services including medical examinations, individual and group counseling are included. HIV, Hep C, and TB screenings and primary medical care are also offered on site.

Units of Service (UOS) Description	Units of Service	Unduplicated Clients (UDC)
Ancillary services	682	57

The ART program offers comprehensive opioid treatment for opioid dependent persons. In addition to medication, patients receive a complete medical examination at point of intake and annually thereafter, and individual counseling sessions at least once per month for a minimum of 50 minutes. Individual patient need determines the length and frequency of counseling sessions per month.

6. Methodology

- A. ART depends primarily on word of mouth and referrals from community social service agencies for recruitment. ART has made efforts to strengthen outreach and recruitment in the new fiscal year by redesigning and updating promotional pamphlets, brochures and the BAART Programs website. ART participates in Project Homeless Connect and Ladies Night Out providing staff support and free detoxification opportunities. ART also participates in local service committees and community events such as the Polk Street and the 6th Street Fair annually. ART has provided and continues to offer free educational services to any organization interested in learning about methadone maintenance treatment, philosophy and clinical outcomes.
- B. Methadone Maintenance Treatment is appropriate for persons with chronic opioid dependence and addiction who have a history of repeated relapse, persons who live in environments not supportive of a life-style free from substance use, and for those who repeatedly engage in criminal behavior related to their chronic opioid use.

Criteria used to determine appropriateness include history of substance use, physical examination results, results of laboratory tests (blood and urine), Federal admission criteria, State Title IX criteria, and patient preference. Preliminary screenings are conducted to determine eligibility and appropriateness for maintenance treatment in addition to identifying, documenting and addressing the immediate and urgent needs of the prospective patient.

The screening procedure is conducted by a face-to-face meeting with a counselor, intake coordinator, or staff person whenever a person requests to be considered for admission to maintenance treatment. The program physician, in consult with the clinic director, will make the final determination of admission to treatment.

Persons considered high-priority candidates for admission include:

- Pregnant opioid dependent women
- Persons with HIV infection
- Persons with life threatening diseases such as TB and HCV, that are made worse by injection drug use
- Persons with serious endocarditis, septic arthritis, or other medical problems

- C. The Market Street clinic, located at 1111 Market Street in San Francisco, is open for the dispensing of methadone 365 days per year. The Market Street Clinic hours are Monday through Friday from 6:00 AM to 1:45 PM, Saturday and Sunday from 8:00 AM to 12:00 PM and on Holidays from 9:00 AM to 12:00 PM. The clinic staff is available during the Monday through Friday hours to provide counseling and primary healthcare services. Specific staff schedules vary according to the program needs.

Comprehensive Health Assessment

A health assessment is completed for every patient entering the program. The assessment includes a review of the patient's medical history, a physical examination, laboratory tests (i.e., CBC, SMAC, UA and TB) and the appropriate health referrals for acute and chronic medical conditions. Given the high-risk lifestyles and special health problems of most people addicted to illicit drugs, the medical staff assesses each new patient for conditions such as hepatitis, tuberculosis, sexually transmitted diseases, and abscesses. The medical staff also discusses the advantages of HIV antibody testing and/or early medical intervention for those patients who disclose that they are HIV+.

Assessment and Treatment Planning

Patients participate in an assessment process upon entrance into the MMT program, which includes the completion of the Addiction Severity Index- Lite (ASI-lite) and the development of an individualized treatment plan. Both are completed with the support and guidance of a patient's counselor. Treatment Plans are reviewed, revised, and signed by the patient, counselor, and Medical Director every quarter. The ASI-lite is completed at intake and annually to assess progress.

Daily Dosing

The core substance abuse treatment service is providing patients with a medically supervised opioid treatment program using either methadone or buprenorphine. Each patient's recommended length of stay in treatment will vary based on criteria established at the onset of treatment and assessed on an on-going basis. These criteria measure the effectiveness of treatment and include toxicology screening, attendance at counseling sessions, employment status, arrest record, and other such lifestyle factors.

Urinalysis

Urinalysis (UA) testing is scheduled once per month on a random basis to screen for the use of illicit drugs. This procedure is always followed-up with individual counseling. Counselors specifically address each UA that is positive for illicit substances with the patient.

Counseling

Individual counseling sessions are provided for each patient for a minimum of 50 minutes per month. Frequency of counseling as well as counseling goals and objectives are determined and re-evaluated by the patient, Medical Director and substance abuse counselor during a quarterly Treatment Planning process. Counseling sessions are patient driven, focusing on substance abuse issues including relapse prevention, HIV and HCV issues including education and risk reduction and offered to all patients. Research shows that counseling is a critical part of effective methadone maintenance treatment and contributes to improved treatment outcomes.

Patient Retention

The Market Street Clinic will receive \$20,469 in Private Pay Subsidy funds for the period from 7/01/15 through 6/30/16. These funds will be used to subsidize the treatment of the Non-Medi-Cal patients in ART-Market Clinic to improve patient retention.

Linkage

The Market Street Clinic team maintains and regularly updates a list of referral sources including psychological and psychiatric services, employment, housing, and specialty medical services.

D. ART's treatment philosophy recognizes that:

- Substance abuse is a chronic, relapsing condition;
- Substance abuse treatment is a continually evolving field of knowledge;
- Individuals who seek treatment present a wide range of factors related to their developing and maintaining substance abuse and other problems; their motivations and degrees of readiness for change fall along a broad continuum;
- Effective treatment depends on culturally sensitive programming;
- Comprehensive, low-barrier treatment has the best chance to be effective in resolution of chronic substance abuse problems; and
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A successful treatment episode is measured by a reduction in harm to patient caused by illicit drug use as well as by: satisfying individualized treatment plan objectives, attendance at scheduled counseling appointments, increased HIV/AIDS knowledge, decreased incidents of incarceration, and transferring to another program for further substance abuse treatment.

Given the ART mission and the previously mentioned philosophy, patients are encouraged to continue treatment as long as appropriate, which varies for each patient. When patients decide to end their treatment with the support of ART they engage in a discharge planning process. This process involves processing options, plans, goals, and challenges of life after treatment with the patient.

Discharging from treatment is a gradual process combining counseling with the medically supervised and scheduled taper off prescribed medication. Patients who choose to terminate treatment against medical advice are also provided with counseling and a medically supervised and scheduled taper off of the prescribed medication. Patients who terminate against medical advice are also required to sign a waiver acknowledging the physician's recommendation.

Contractor: Addiction Research & Treatment
Program: ART – Market Clinic
City Fiscal Year: FY 2015-2016
CMS#:6961

Appendix A- 3
Contract Term: 07/01/2015 through 06/30/2016

E.

STAFF POSITIONS	FTE
Clinic Director	0.610
Medical Director	0.914
Physician Assistant	0.559
Supervising Counselor	0.932
Lead Counselor	0.932
Operations Director	0.793
Supervising Dispensing Nurse	0.932
Nurse Practitioner	0.932
Internship Program Director	0.280
Interns	1.865
Counselors	15.198
Dispensing Nurse	4.895
Medical Assistant	0.314
Receptionist	1.064
Data Entry Clerk	0.746
Security Guard	1.553
Total FTE:	32.519

7. Objectives and Measurements

All objectives, and descriptions of how objectives will be measured, are contained in the CBHS document entitled Performance Objectives FY 15-16.

8. Continuous Quality Assurance and Improvement

For FY 15-16, the Continuous Quality Assurance and Improvement requirement will be addressed in the CBHS Declaration of Compliance

Appendix B Calculation of Charges

1. Method of Payment

Fee for Service. Contractor shall submit monthly invoices by the fifteenth (15th) working day of each month, in the format attached in Appendix F, based upon the number of units of service that were delivered in the immediately preceding month. All deliverables associated with the Services listed in Section 2 of Appendix A, times the unit rate as shown in the Program Budgets listed in Section 2 of Appendix B shall be reported on the invoice(s) each month

Actual Cost. Contractor shall submit monthly invoices in the format attached in Appendix F, by the fifteenth (15th) working day of each month for reimbursement of the actual costs for Services of the immediately 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.

2. Program Budgets and Final Invoice

A. Budget Summary

Appendix B-1: Turk Clinic
Appendix B-2: FACET Program
Appendix B-3: Market Clinic

- B.** Contractor understands that, of the maximum dollar obligation listed in Section 5 of this Agreement, **\$2,787,864** is included as a contingency amount and is neither to be used in Program Budgets attached to this Appendix, or available to Contractor without a modification to this Agreement executed in the same manner as this Agreement or a revision to the Program Budgets of Appendix B, which has been approved by Contract Administrator. Contractor further understands that no payment of any portion of this contingency amount will be made unless and until such modification or budget revision has been fully approved and executed in accordance with applicable City and Department of Public Health laws, regulations and policies/procedures and certification as to the availability of funds by Controller. Contractor agrees to fully comply with these laws, regulations, and policies/procedures.

The maximum dollar for each term and funding source shall be as follows:

Term	Amount
July 1, 2010—December 31, 2010	\$2,430,173
January 1, 2011—June 30, 2011	\$2,430,172
July 1, 2011—June 30, 2012	\$4,858,422
July 1, 2012—June 30, 2013	\$4,951,218
July 1, 2013—June 30, 2014	\$5,079,923
July 1, 2014—June 30, 2015	\$6,954,304
July 1, 2015 – June 30, 2016	\$7,128,162
July 1, 2016 – June 30, 2017	\$8,052,020
July 1, 2017 – June 30, 2018	<u>\$8,052,020</u>
Subtotal	\$49,935,414
Contingency	<u>\$2,787,864</u>
TOTAL	\$52,724,278

- C. Contractor agrees to comply with its Program Budgets or Appendix B in the provision of Services. Changes to the budget that do not increase or reduce the maximum dollar obligation of the City are subject to the provisions of the Department of Public Health Policy/Procedure Regarding Contract Budget Changes. Contractor agrees to comply fully with that policy/procedure.
- D. 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, CITY agrees to make an initial payment to the CONTRACTOR of One Million Dollars (\$1,000,000). CONTRACTOR agrees that a reduction shall be made from monthly payments to CONTRACTOR equal to one tenth (1/10) of the initial payment for the period of September 1, 2015 through June 30, 2016. Any termination of this Agreement, whether for cause or convenience, will result in the total outstanding amount of the advance being due and payable to the CITY within thirty (30) calendar days following written notice of termination from the CITY.
- E. **Fee for Service.** A final closing invoice, clearly marked "FINAL," shall be submitted no later than forty-five (45) calendar days following the closing date 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 the Program Budgets attached hereto, and shall not exceed the total amount authorized and certified for this Agreement.
- F. **Actual Cost.** A final closing invoice, clearly marked "FINAL," shall be submitted no later than forty-five (45) calendar days following the closing date 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.

DPH 1: Department of Public Health Contract Budget Summary

DHCS Legal Entity Number: N/A		Prepared By/Phone #: Elaine Lam (415) 552-7914 Ext 323				Appendix: B, page 3
Contractor Name: Addiction Research & Treatment						Fiscal Year: 2015-16
Contract CMS #: 6961						Document Date: 07/01/15
Contract Appendix Number:	B-1	B-2	B-3			
Appendix A/Program Name:	Turk Street	FACET	Market Street			
Provider Number:	383811	383810	383812			
Program Code:	38114	38104	38124			
FUNDING TERM:	07/01/15-06/30/16	07/01/15-06/30/16	07/01/15-06/30/16			TOTAL
FUNDING USES						
Salaries & Employee Benefits:	2,588,077	156,544	2,096,003			4,840,624
Operating Expenses:	721,880	35,469	600,429			1,357,778
Capital Expenses:	-	-	-			-
Subtotal Direct Expenses:	3,309,957	192,013	2,696,432	-	-	6,198,402
Indirect Expenses:	496,494	28,801	404,465			929,760
Indirect %:	15%	15%	15%			15%
TOTAL FUNDING USES	3,806,451	220,814	3,100,897	-	-	7,128,162
					Employee Fringe Benefits %:	26%
BHS MENTAL HEALTH FUNDING SOURCES						
						-
						-
TOTAL BHS MENTAL HEALTH FUNDING SOURCES	-	-	-	-	-	-
BHS SUBSTANCE ABUSE FUNDING SOURCES						
SA FED - Drug Medi-Cal, CFDA #93.778	1,782,611		1,448,648			3,231,259
SA FED - Perinatal Drug Medi-Cal, CFDA #93.778		28,304				28,304
SA STATE - PSR Drug Medi-Cal	1,782,611		1,448,648			3,231,259
SA STATE - PSR Perinatal Drug Medi-Cal		28,304				28,304
SA STATE - PSR Non Drug Medi-Cal		123,765				123,765
SA COUNTY - General Fund	241,229	40,441	203,601			485,271
						-
TOTAL BHS SUBSTANCE ABUSE FUNDING SOURCES	3,806,451	220,814	3,100,897	-	-	7,128,162
OTHER DPH FUNDING SOURCES						
						-
						-
TOTAL OTHER DPH FUNDING SOURCES	-	-	-	-	-	-
TOTAL DPH FUNDING SOURCES	3,806,451	220,814	3,100,897	-	-	7,128,162
NON-DPH FUNDING SOURCES						
						-
						-
TOTAL NON-DPH FUNDING SOURCES	-	-	-	-	-	-
TOTAL FUNDING SOURCES (DPH AND NON-DPH)	3,806,451	220,814	3,100,897	-	-	7,128,162

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

Contractor Name: <u>Addiction Research & Treatment</u>								Appendix: <u>B-1 page 1</u>	
Provider Name: <u>Addiction Research & Treatment - Turk Street</u>								Fiscal Year: <u>2015-16</u>	
Provider Number: <u>383811</u>								Document Date: <u>07/01/15</u>	
Program Name:	ART Turk Street	ART Turk Street	ART Turk Street	ART Turk Street	ART Turk Street	ART Turk Street	ART Turk Street		
Program Code:	38114	38114	38114	38114	38114	38114	N/A		
Mode/SFC (MH) or Modality (SA):	NTP-48	NTP-48	NTP-48	NTP-48	NTP-48	NTP-48	Anc-68		
Service Description:	SA-Narcotic Tx Narc Replacement Therapy All Svcs	SA-Narcotic Tx Narc Replacement Therapy All Svcs	SA-Narcotic Tx Narc Replacement Therapy All Svcs	SA-Narcotic Tx Narc Replacement Therapy All Svcs	SA-Narcotic Tx Narc Replacement Therapy All Svcs	SA-Narcotic Tx Narc Replacement Therapy All Svcs	SA-Ancillary Svcs Case Mgmt		
Service Description Detail:	Dosing	Individual Counseling	Group Counseling	Dosing	Individual Counseling	Group Counseling	Non-DMC NTP Subsidy		
FUNDING TERM:	07/01/15-06/30/16	07/01/15-06/30/16	07/01/15-06/30/16	07/01/15-06/30/16	07/01/15-06/30/16	07/01/15-06/30/16	07/01/15-06/30/16		TOTAL
FUNDING USES									
Salaries & Employee Benefits:	1,447,657	974,544	1,870	90,543	58,828	201	14,434		2,588,077
Operating Expenses:	480,549	193,390	2,182	29,670	12,011	45	4,033		721,880
Capital Expenses:	-	-	-	-	-	-	-		-
Subtotal Direct Expenses:	1,928,206	1,167,934	4,052	120,213	70,839	246	18,467	-	3,309,957
Indirect Expenses:	289,232	175,190	608	18,032	10,626	36	2,770		496,494
TOTAL FUNDING USES:	2,217,438	1,343,124	4,660	138,245	81,465	282	21,237	-	3,806,451
BHS MENTAL HEALTH FUNDING SOURCES									
TOTAL BHS MENTAL HEALTH FUNDING SOURCES									
BHS SUBSTANCE ABUSE FUNDING SOURCES	Index Code								
SA FED - Drug Medi-Cal, CFDA #93.778	HMHSCCRES227	1,108,719	671,562	2,330					1,782,611
SA STATE - PSR Drug Medi-Cal	HMHSCCRES227	1,108,719	671,562	2,330					1,782,611
SA COUNTY - General Fund	HMHSCCRES227				138,245	81,465	282	21,237	241,229
									-
TOTAL BHS SUBSTANCE ABUSE FUNDING SOURCES		2,217,438	1,343,124	4,660	138,245	81,465	282	21,237	3,806,451
OTHER DPH FUNDING SOURCES									
TOTAL OTHER DPH FUNDING SOURCES									
TOTAL DPH FUNDING SOURCES		2,217,438	1,343,124	4,660	138,245	81,465	282	21,237	3,806,451
NON-DPH FUNDING SOURCES									
TOTAL NON-DPH FUNDING SOURCES									
TOTAL FUNDING SOURCES (DPH AND NON-DPH)		2,217,438	1,343,124	4,660	138,245	81,465	282	21,237	3,806,451
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:	830	830	830	830	830	830	830		
Cost Reimbursement (CR) or Fee-For-Service (FFS):	FFS	FFS	FFS	FFS	FFS	FFS	FFS		
DPH Units of Service:	193,832	100,308	1,543	12,084	6,084	93	708		
Unit Type:	Slot Days	Slot Days	Slot Days	Slot Days	Slot Days	Slot Days	Staff Hour		
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only):	11.44	13.39	3.02	11.44	13.39	3.02	30.00		
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES):	11.44	13.39	3.02	11.44	13.39	3.02	30.00		
Published Rate (Medi-Cal Providers Only):	17.00	31.00	7.00	N/A	N/A	N/A	N/A		
Unduplicated Clients (UDC):	643	643	643	39	39	39	59		682

DPH 3: Salaries & Benefits Detail

Contractor Name: Addiction Research & Treatment
 Program Name: ART Turk Street

Appendix: B-1 Page 2
 Document Date: 07/01/15

	TOTAL		Fed Drug Medi-Cal, State PSR DMC & County General Fund HMHSCRES227							
	Term: 07/01/15-06/30/16		Term: 07/01/15-06/30/16		Term:		Term:		Term:	
Position Title	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries
Security Guard	0.63	18,308	0.63	18,308						
Security Guard	0.93	27,048	0.93	27,048						
Security Guard	0.50	14,643	0.50	14,643						
Receptionist	0.46	12,977	0.46	12,977						
Operations Director	0.64	43,752	0.64	43,752						
Clinic Director	0.63	59,642	0.63	59,642						
Counselor - Maintenance	0.94	50,018	0.94	50,018						
Counselor - Maintenance	0.94	46,889	0.94	46,889						
Counselor - Maintenance	0.94	44,942	0.94	44,942						
Counselor - Maintenance	0.94	43,954	0.94	43,954						
Counselor - Maintenance	0.94	45,830	0.94	45,830						
Counselor - Maintenance	0.94	35,343	0.94	35,343						
Counselor - Maintenance	0.94	39,735	0.94	39,735						
Counselor - Maintenance	0.94	38,982	0.94	38,982						
Counselor - Maintenance	0.94	41,264	0.94	41,264						
Counselor - Maintenance	0.94	38,062	0.94	38,062						
Counselor - Maintenance	0.94	38,062	0.94	38,062						
Counselor - Maintenance	0.94	37,904	0.94	37,904						
Counselor - Maintenance	0.94	39,698	0.94	39,698						
Counselor - Maintenance	0.94	38,788	0.94	38,788						
Counselor - Maintenance	0.94	36,703	0.94	36,703						
Counselor - Maintenance	0.94	35,343	0.94	35,343						
Counselor - Maintenance	0.94	35,343	0.94	35,343						
Counselor - Maintenance	0.94	34,663	0.94	34,663						
Counselor - Maintenance	0.94	35,893	0.94	35,893						
Counselor - Maintenance	0.94	35,650	0.94	35,650						
Counselor - Maintenance	0.94	35,343	0.94	35,343						
Counselor - Maintenance	0.94	36,898	0.94	36,898						
Counselor - Maintenance	0.86	25,828	0.86	25,828						
Lead Counselor	0.94	45,275	0.94	45,275						
Supervising Counselor	0.94	63,403	0.94	63,403						
Dispensing Nurse	0.73	32,071	0.73	32,071						
Dispensing Nurse	0.73	32,379	0.73	32,379						
Dispensing Nurse	0.84	38,589	0.84	38,589						
Dispensing Nurse	0.84	37,140	0.84	37,140						
Dispensing Nurse	0.70	30,587	0.70	30,587						
Dispensing Nurse	0.81	39,946	0.81	39,946						
Dispensing Nurse	0.81	48,987	0.81	48,987						
Supervising Dispensing Nurse	0.71	35,896	0.71	35,896						
Registered Nurse	0.61	40,873	0.61	40,873						
Medical Assistant	0.47	14,012	0.47	14,012						
Medical Director	0.75	152,229	0.75	152,229						
Medical Director	0.19	38,171	0.19	38,171						
Nurse Practitioner	0.80	78,617	0.80	78,617						
Nurse Practitioner	0.84	77,195	0.84	77,195						
Nurse Practitioner	0.94	87,357	0.94	87,357						
Counselor- FACET	0.33	13,289	0.33	13,289						
Facet Manger	0.47	44,634	0.47	44,634						
Internship Program Director	0.14	12,779	0.14	12,779						
INTERN	0.47	5,628	0.47	5,628						
INTERN	0.47	5,628	0.47	5,628						
INTERN	0.47	5,628	0.47	5,628						
INTERN	0.47	5,628	0.47	5,628						
Totals:	40.55	2,053,426	40.55	2,053,426	-	-	-	-	-	-

Employee Fringe Benefits:	28%	534,851	26%	534,851						
TOTAL SALARIES & BENEFITS		2,588,077		2,588,077	-	-	-	-	-	-

DPH 4: Operating Expenses Detail

Contractor Name: Addiction Research & Treatment

Program Name: ART Turk Street

Appendix: B-1 page 3

Document Date: 07/01/15

Expenditure Category	TOTAL	Fed Drug Medi-Cal, State PSR DMC & County General Fund HMHSCCRES227				
Term:	07/01/15-06/30/16	07/01/15-06/30/16				
Occupancy:						
Rent	238,898	238,898				
Utilities (Telephone, Electricity, Water, Gas)	76,622	76,622				
Building Repair/Maintenance	32,175	32,175				
Materials & Supplies:						
Office Supplies	32,733	32,733				
Photocopying	-	-				
Printing	7,559	7,559				
Program Supplies	145,866	145,866				
Computer Hardware/Software	11,702	11,702				
General Operating:						
Training/Staff Development	4,968	4,968				
Insurance	21,598	21,598				
Professional License	-	-				
Permits	45,172	45,172				
Equipment Lease & Maintenance	17,071	17,071				
Staff Travel:						
Local Travel	1,386	1,386				
Out-of-Town Travel	22,585	22,585				
Field Expenses	-	-				
Consultant/Subcontractor:						
	-	-				
	-	-				
	-	-				
	-	-				
Other:						
Laboratory Analysis	61,460	61,460				
Subscription	2,085	2,085				
	-	-				
	-	-				
	-	-				
	-	-				

TOTAL OPERATING EXPENSE

721,880

721,880

-

-

-

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

Contractor Name: <u>Addiction Research & Treatment</u>									Appendix: <u>B-2 page 1</u>
Provider Name: <u>Addiction Research & Treatment - Family Addiction Center for Education and Treatment (FACET)</u>									Fiscal Year: <u>2015-16</u>
Provider Number: <u>363810</u>									Document Date: <u>07/01/15</u>
Program Name:	ART FACET	ART FACET	ART FACET	ART FACET	ART FACET	ART FACET	ART FACET	ART FACET	
Program Code:	38104	38104	38104	N/A	N/A	N/A	N/A	N/A	
Mode/SFC (MH) or Modality (SA):	NTP-48	NTP-48	NTP-48	Anc-68	Anc-68	Anc-68	Anc-68	Anc-68	
Service Description:	SA-Narcotic Tx Narc Replacement Therapy All Svcs	SA-Narcotic Tx Narc Replacement Therapy All Svcs	SA-Narcotic Tx Narc Replacement Therapy All Svcs	SA-Ancillary Svcs Case Mgmt	SA-Ancillary Svcs Case Mgmt	SA-Ancillary Svcs Case Mgmt	SA-Ancillary Svcs Case Mgmt	SA-Ancillary Svcs Case Mgmt	
Service Description Detail:	Dosing	Individual Counseling	Group Counseling	Childcare	Medical/ Pediatric	Educational & Nutritional	Parenting	Case Mgmt	
FUNDING TERM:	07/01/15-06/30/16	07/01/15-06/30/16	07/01/15-06/30/16	07/01/15-06/30/16	07/01/15-06/30/16	07/01/15-06/30/16	07/01/15-06/30/16	07/01/15-06/30/16	TOTAL
FUNDING USES									
Salaries & Employee Benefits:	20,830	19,222	79	37,500	35,849	4,335	16,903	21,826	156,544
Operating Expenses:	5,323	3,752	18	8,832	8,228	924	3,695	4,697	35,489
Capital Expenses:	-	-	-	-	-	-	-	-	-
Subtotal Direct Expenses:	26,153	22,974	97	46,332	44,077	5,259	20,598	26,523	192,013
Indirect Expenses:	3,923	3,446	15	6,949	6,611	789	3,090	3,978	28,801
TOTAL FUNDING USES:	30,076	26,420	112	53,281	50,688	6,048	23,688	30,501	220,814
BHS MENTAL HEALTH FUNDING SOURCES									
TOTAL BHS MENTAL HEALTH FUNDING SOURCES									
BHS SUBSTANCE ABUSE FUNDING SOURCES									
	Index Code								
SA FED - Perinatal Drug Medi-Cal, CFDA #93.778	HMHSCCRES227	15,038	13,210	56					28,304
SA STATE - PSR Perinatal Drug Medi-Cal	HMHSCCRES227	15,038	13,210	56					28,304
SA STATE - PSR Non Drug Medi-Cal	HMHSCCRES227				40,159	38,204	4,558	17,854	123,765
SA COUNTY - General Fund	HMHSCCRES227				13,122	12,484	1,490	5,834	40,441
TOTAL BHS SUBSTANCE ABUSE FUNDING SOURCES		30,076	26,420	112	53,281	50,688	6,048	23,688	220,814
OTHER DPH FUNDING SOURCES									
TOTAL OTHER DPH FUNDING SOURCES									
TOTAL DPH FUNDING SOURCES		30,076	26,420	112	53,281	50,688	6,048	23,688	220,814
NON-DPH FUNDING SOURCES									
TOTAL NON-DPH FUNDING SOURCES									
TOTAL FUNDING SOURCES (DPH AND NON-DPH)		30,076	26,420	112	53,281	50,688	6,048	23,688	220,814
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:									
	20	20	20						
Cost Reimbursement (CR) or Fee-For-Service (FFS):									
	FFS	FFS	FFS	FFS	FFS	FFS	FFS	FFS	
DPH Units of Service:	2,215	1,248	18	144	288	144	504	649	
Unit Type:									
	Slot Days	Slot Days	Slot Days	Staff Hour	Staff Hour	Staff Hour	Staff Hour	Staff Hour	
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only):	13.58	21.17	5.79	370.00	176.00	42.00	47.00	47.00	
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES):	13.58	21.17	5.79	370.00	176.00	42.00	47.00	47.00	
Published Rate (Medi-Cal Providers Only):	20.00	31.00	10.00						
Unduplicated Clients (UDC):	8	8	8	12	12	12	12	12	20

DPH 3: Salaries & Benefits Detail

Contractor Name: Addiction Research & Treatment
Program Name: ART FACET

Appendix: B-2 page 2
Document Date: 07/01/15

	TOTAL		Fed Perinatal DMC, State PSR Perinatal DMC, State PSR Non-DMC & County General Fund HMHSCCRES227							
	Term: 07/01/15-06/30/16		Term: 07/01/15-06/30/16		Term:		Term:		Term:	
Position Title	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries
Security Guard	0.01	188	0.01	188						
Security Guard	0.01	188	0.01	188						
Security Guard	0.01	188	0.01	188						
Receptionist	0.01	221	0.01	221						
Clinic Director	0.01	611	0.01	611						
Dispensing Nurse	0.01	329	0.01	329						
Dispensing Nurse	0.01	409	0.01	409						
Dispensing Nurse	0.01	502	0.01	502						
Supervising Dispensing Nurse	0.01	416	0.01	416						
Medical Director	0.05	10,172	0.05	10,172						
Child Care Worker	0.10	2,803	0.10	2,803						
Child Care Worker	1.00	34,983	1.00	34,983						
Counselor- FACET	0.65	26,265	0.65	26,265						
Facet Manger	0.50	47,577	0.50	47,577						
-	-	-	-	-						
-	-	-	-	-						
-	-	-	-	-						
-	-	-	-	-						
-	-	-	-	-						
-	-	-	-	-						
-	-	-	-	-						
-	-	-	-	-						
-	-	-	-	-						
-	-	-	-	-						
-	-	-	-	-						
-	-	-	-	-						
Totals:	2.37	124,852	2.37	124,852	-	-	-	-	-	-

[illegible]**TOTAL SALARIES & BENEFITS**

156,544

156,544

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DPH 4: Operating Expenses Detail

Contractor Name: Addiction Research & Treatment
 Program Name: ART FACET

Appendix: B-2 page 3
 Document Date: 07/01/15

	TOTAL	Fed Perinatal DMC, State PSR Perinatal DMC, State PSR Non-DMC & County General Fund HMHSCCRES227				
Expenditure Category						
Term:	07/01/15-06/30/16	07/01/15-06/30/16				
Occupancy:						
Rent	13,110	13,110				
Utilities (Telephone, Electricity, Water, Gas)	4,554	4,554				
Building Repair/Maintenance	3,193	3,193				
Materials & Supplies:						
Office Supplies	3,658	3,658				
Photocopying	-	-				
Printing	442	442				
Program Supplies	1,495	1,495				
Computer Hardware/Software	696	696				
General Operating:						
Training/Staff Development	289	289				
Insurance	1,255	1,255				
Professional License	-	-				
Permits	3,669	3,669				
Equipment Lease & Maintenance	966	966				
Staff Travel:						
Local Travel	80	80				
Out-of-Town Travel	1,311	1,311				
Field Expenses	-	-				
Consultant/Subcontractor:						
	-	-				
	-	-				
	-	-				
	-	-				
Other:						
Laboratory Analysis	630	630				
Subscription	121	121				
	-	-				
	-	-				
	-	-				
	-	-				
TOTAL OPERATING EXPENSE	35,469	35,469				

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

Contractor Name: Addiction Research & Treatment								Appendix: B-3 page 1
Provider Name: Addiction Research & Treatment - Market Street								Fiscal Year: 2015-16
Provider Number: 383812								Document Date: 07/01/15
Program Name:	ART Market Street	ART Market Street	ART Market Street	ART Market Street	ART Market Street	ART Market Street	ART Market Street	
Program Code:	38124	38124	38124	38124	38124	38124	N/A	
Mode/SFC (MH) or Modality (SA):	NTP-48	NTP-48	NTP-48	NTP-48	NTP-48	NTP-48	Anc-68	
Service Description:	SA-Narcotic Tx Narc Replacement Therapy All Svcs	SA-Narcotic Tx Narc Replacement Therapy All Svcs	SA-Narcotic Tx Narc Replacement Therapy All Svcs	SA-Narcotic Tx Narc Replacement Therapy All Svcs	SA-Narcotic Tx Narc Replacement Therapy All Svcs	SA-Narcotic Tx Narc Replacement Therapy All Svcs	SA-Ancillary Svcs Case Mgmt	
Service Description Detail:	Dosing	Individual Counseling	Group Counseling	Dosing	Individual Counseling	Group Counseling	Non-DMC NTP Subsidy	
FUNDING TERM:	07/01/15-06/30/16	07/01/15-06/30/16	07/01/15-06/30/16	07/01/15-06/30/16	07/01/15-06/30/16	07/01/15-06/30/16	07/01/15-06/30/16	TOTAL
FUNDING USES								
Salaries & Employee Benefits:	1,275,588	679,997	2,790	80,401	43,213	178	13,836	2,096,003
Operating Expenses:	411,993	148,413	607	26,374	9,043	36	3,863	600,429
Capital Expenses:	-	-	-	-	-	-	-	-
Subtotal Direct Expenses:	1,687,581	828,410	3,397	106,775	52,256	214	17,799	2,696,432
Indirect Expenses:	253,137	124,262	509	16,017	7,838	32	2,670	404,465
TOTAL FUNDING USES:	1,940,718	952,672	3,906	122,792	60,094	246	20,469	3,100,897
BHS MENTAL HEALTH FUNDING SOURCES								
								-
								-
								-
TOTAL BHS MENTAL HEALTH FUNDING SOURCES	-	-	-	-	-	-	-	-
BHS SUBSTANCE ABUSE FUNDING SOURCES								
SA FED - Drug Medi-Cal, CFDA #93.778	HMHSCCRES227	970,359	476,336	1,953				1,448,648
SA STATE - PSR Drug Medi-Cal	HMHSCCRES227	970,359	476,336	1,953				1,448,648
SA COUNTY - General Fund	HMHSCCRES227				122,792	60,094	246	203,601
								-
								-
TOTAL BHS SUBSTANCE ABUSE FUNDING SOURCES		1,940,718	952,672	3,906	122,792	60,094	246	3,100,897
OTHER DPH FUNDING SOURCES								
								-
								-
TOTAL OTHER DPH FUNDING SOURCES	-	-	-	-	-	-	-	-
TOTAL DPH FUNDING SOURCES	1,940,718	952,672	3,906	122,792	60,094	246	20,469	3,100,897
NON-DPH FUNDING SOURCES								
								-
								-
TOTAL NON-DPH FUNDING SOURCES	-	-	-	-	-	-	-	-
TOTAL FUNDING SOURCES (DPH AND NON-DPH)	1,940,718	952,672	3,906	122,792	60,094	246	20,469	3,100,897
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:	700	700	700	700	700	700	700	
Cost Reimbursement (CR) or Fee-For-Service (FFS):	FFS	FFS	FFS	FFS	FFS	FFS	FFS	
DPH Units of Service:	169,643	71,148	1,293	10,734	4,488	81	682	
Unit Type:	Slot Days	Slot Days	Slot Days	Slot Days	Slot Days	Slot Days	Staff Hour	
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only):	11.44	13.39	3.02	11.44	13.39	3.02	30.00	
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES):	11.44	13.39	3.02	11.44	13.39	3.02	30.00	
Published Rate (Medi-Cal Providers Only):	17.00	31.00	7.00					Total UDC
Unduplicated Clients (UDC):	539	539	539	34	34	34	57	573

DPH 3: Salaries & Benefits Detail

Contractor Name: Addiction Research & Treatment
 Program Name: ART Market Street

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	TOTAL		Fed Drug Medi-Cal, State PSR DMC & County General Fund HMHSCCRES227									
	Term: 07/01/15-06/30/16		Term: 07/01/15-06/30/16		Term:		Term:		Term:		Term:	
Position Title	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries
Data Entry Clerk	0.75	20,908	0.75	20,908								
Receptionist	0.22	6,177	0.22	6,177								
Receptionist	0.84	25,061	0.84	25,061								
Security Guard	0.84	28,154	0.84	28,154								
Security Guard	0.71	19,897	0.71	19,897								
Internship Program Director	0.28	25,401	0.28	25,401								
Clinic Director	0.61	47,844	0.61	47,844								
Counselor - Maintenance	0.93	40,531	0.93	40,531								
Counselor - Maintenance	0.93	33,776	0.93	33,776								
Counselor - Maintenance	0.93	37,829	0.93	37,829								
Counselor - Maintenance	0.56	33,594	0.56	33,594								
Counselor - Maintenance	0.93	51,558	0.93	51,558								
Counselor - Maintenance	0.93	39,180	0.93	39,180								
Counselor - Maintenance	0.93	37,829	0.93	37,829								
Counselor - Maintenance	0.93	37,829	0.93	37,829								
Counselor - Maintenance	0.93	48,000	0.93	48,000								
Counselor - Maintenance	0.93	39,180	0.93	39,180								
Counselor - Maintenance	0.19	6,755	0.19	6,755								
Counselor - Maintenance	0.47	18,737	0.47	18,737								
Counselor - Maintenance	0.93	40,505	0.93	40,505								
Counselor - Maintenance	0.93	36,574	0.93	36,574								
Counselor - Maintenance	0.93	46,074	0.93	46,074								
Counselor - Maintenance	0.93	39,180	0.93	39,180								
Counselor - Maintenance	0.93	37,829	0.93	37,829								
Counselor - Maintenance	0.93	37,970	0.93	37,970								
Lead Counselor-Maintenance	0.93	53,693	0.93	53,693								
Operations Director	0.79	46,755	0.79	46,755								
Supervising Counselor	0.93	57,881	0.93	57,881								
Dispensing Nurse	0.89	39,696	0.89	39,696								
Dispensing Nurse	0.93	42,979	0.93	42,979								
Dispensing Nurse	0.65	29,722	0.65	29,722								
Dispensing Nurse	0.61	27,033	0.61	27,033								
Dispensing Nurse	0.89	51,385	0.89	51,385								
Dispensing Nurse	0.93	59,385	0.93	59,385								
Supervising Nurse	0.93	75,494	0.93	75,494								
Medical Assistant	0.31	12,728	0.31	12,728								
Medical Director	0.54	108,471	0.54	108,471								
Physician Assistant	0.56	59,140	0.56	59,140								
Nurse Practitioner	0.93	85,472	0.93	85,472								
Medical Director	0.37	74,524	0.37	74,524								
INTERN	0.47	1,399	0.47	1,399								
INTERN	0.47	1,399	0.47	1,399								
INTERN	0.47	1,399	0.47	1,399								
INTERN	0.47	1,399	0.47	1,399								
Totals:	32.52	1,666,326	32.52	1,666,326	-	-	-	-	-	-	-	-

Employee Fringe Benefits:	26%	429,677	26%	429,677								
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TOTAL SALARIES & BENEFITS		2,096,003		2,096,003	-	-	-	-	-	-	-	-
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DPH 4: Operating Expenses Detail

Contractor Name: Addiction Research & Treatment
 Program Name: ART Market Street

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 Document Date: 07/01/15

	TOTAL	Fed Drug Medi-Cal, State PSR DMC & County General Fund HMHSCCRES227				
Expenditure Category						
Term:	07/01/15-06/30/16	07/01/15-06/30/16				
Occupancy:						
Rent	247,408	247,408				
Utilities (Telephone, Electricity, Water, Gas)	70,754	70,754				
Building Repair/Maintenance	19,411	19,411				
Materials & Supplies:						
Office Supplies	6,763	6,763				
Photocopying	-	-				
Printing	2,430	2,430				
Program Supplies	97,397	97,397				
Computer Hardware/Software	7,542	7,542				
General Operating:						
Training/Staff Development	3,008	3,008				
Insurance	20,378	20,378				
Professional License	-	-				
Permits	42,405	42,405				
Equipment Lease & Maintenance	16,218	16,218				
Staff Travel:						
Local Travel	345	345				
Out-of-Town Travel	11,705	11,705				
Field Expenses	-	-				
Consultant/Subcontractor:						
	-	-				
	-	-				
	-	-				
	-	-				
Other:						
Laboratory Analysis	53,122	53,122				
Subscription	1,543	1,543				
	-	-				
	-	-				
	-	-				

TOTAL OPERATING EXPENSE	600,429	600,429	-	-	-	-
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DPH 6: Contract-Wide Indirect Detail

Contractor Name: Addiction Research & Treatment

Fiscal Year: 2015-16

Document Date: 07/01/15

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1. SALARIES & BENEFITS

Position Title	FTE	Salaries
Senior Mgmt	0.46	76,302
Admin Staff	3.34	161,999
IT Staff	1.00	104,557
Fiscal Staff (AP, AR, Billing, GL)	3.82	237,696
TOTAL SALARIES		580,554
EMPLOYEE FRINGE BENEFITS	22%	128,249
TOTAL SALARIES & BENEFITS		708,803

2. OPERATING COSTS

Expenditure Category	Amount
Facility Rental & related expenses	50,225
Equipment Rental, Repairs & Maintenance	15,175
Office Supplies, Printing	11,766
Insurance	1,112
Audit & Tax Preparation	79,093
Business Tax	16,325
Training	2,261
Staff Travel	8,958
Electronic Data Processing	21,572
Advertising	1,005
Subscriptions	413
Bank Charges	4,679
Commuter Check Processing Fees & Employee Rewards	8,373
TOTAL OPERATING COSTS	220,957

TOTAL INDIRECT COSTS

(Salaries & Benefits + Operating Costs)

929,760

Appendix D
Additional Terms

1. PROTECTED HEALTH INFORMATION AND BAA

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

The parties acknowledge that CONTRACTOR is one of the following:

- ☒ CONTRACTOR will render services under this contract that include possession or knowledge of identifiable Protected Health Information (PHI), such as health status, health care history, or payment for health care history obtained from CITY. Specifically, CONTRACTOR will:
- Create PHI
 - Receive PHI
 - Maintain PHI
 - Transmit PHI and/or
 - Access PHI

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

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

The Business Associate Agreement is not required.

2. THIRD PARTY BENEFICIARIES

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

Appendix E
Business Associate Agreement



Appendix E
San Francisco Department of Public Health
Business Associate Agreement

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

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

During the term of this contract, the BA will be required to complete the *SFDPH Privacy, Data Security and Compliance Attestations* located at <https://www.sfdph.org/dph/files/HIPAAdocs/PDSCAAttestations.pdf> and the *Data Trading Partner Request [to Access SFDPH Systems]* located at <https://www.sfdph.org/dph/files/HIPAAdocs/DTPAuthorization.pdf>

RECITALS

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

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

1. Definitions.

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



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

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



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

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

2. Obligations of Business Associate.

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



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

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



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- (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure [45 C.F.R. 164.528(b)(2)]. If an individual or an individual's representative submits a request for an accounting directly to BA or its agents or subcontractors, BA shall forward the request to CE in writing within five (5) calendar days.
- g. **Access to Protected Information.** BA shall make Protected Information maintained by BA or its agents or subcontractors in Designated Record Sets available to CE for inspection and copying within (5) days of request by CE to enable CE to fulfill its obligations under state law [Health and Safety Code Section 123110] and the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.524 [45 C.F.R. Section 164.504(e)(2)(ii)(E)]. If BA maintains Protected Information in electronic format, BA shall provide such information in electronic format as necessary to enable CE to fulfill its obligations under the HITECH Act and HIPAA Regulations, including, but not limited to, 42 U.S.C. Section 17935(e) and 45 C.F.R. 164.524.
- h. **Amendment of Protected Information.** Within ten (10) days of a request by CE for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, BA and its agents and subcontractors shall make such Protected Information available to CE for amendment and incorporate any such amendment or other documentation to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.526. If an individual requests an amendment of Protected Information directly from BA or its agents or subcontractors, BA must notify CE in writing within five (5) days of the request and of any approval or denial of amendment of Protected Information maintained by BA or its agents or subcontractors [45 C.F.R. Section 164.504(e)(2)(ii)(F)].
- i. **Governmental Access to Records.** BA shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to CE and to the Secretary of the U.S. Department of Health and Human Services (the "Secretary") for purposes of determining BA's compliance with HIPAA [45 C.F.R. Section 164.504(e)(2)(ii)(I)]. BA shall provide CE a copy of any Protected Information and other documents and records that BA provides to the Secretary concurrently with providing such Protected Information to the Secretary.
- j. **Minimum Necessary.** BA, its agents and subcontractors shall request, use and disclose only the minimum amount of Protected Information necessary to accomplish the intended purpose of such use, disclosure, or request. [42 U.S.C. Section 17935(b); 45 C.F.R. Section 164.514(d)]. BA understands and agrees that the definition of "minimum necessary" is in flux and shall keep itself informed of guidance issued by the Secretary with respect to what constitutes "minimum necessary" to accomplish the intended purpose in accordance with HIPAA and HIPAA Regulations.
- k. **Data Ownership.** BA acknowledges that BA has no ownership rights with respect to the Protected Information.
- l. **Notification of Breach.** BA shall notify CE within 5 calendar days of any breach of Protected Information; any use or disclosure of Protected Information not permitted by the Agreement; any Security Incident (except as otherwise provided below) related to Protected Information, and any use or disclosure of data in violation of any applicable federal or state laws by BA or its agents or subcontractors. The notification shall include, to the extent possible, the identification of each individual whose unsecured Protected Information has been,



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Business Associate Agreement

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

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

3. Termination.

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



Appendix E
San Francisco Department of Public Health
Business Associate Agreement

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

4. Amendment to Comply with Law.

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

5. Reimbursement for Fines or Penalties.

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

Attachments (links)

- ***Privacy, Data Security, and Compliance Attestations*** located at <https://www.sfdph.org/dph/files/HIPAAdocs/PDSCAttestations.pdf>
- ***Data Trading Partner Request to Access SFDPH Systems and Notice of Authorizer*** located at <https://www.sfdph.org/dph/files/HIPAAdocs/DTPAuthorization.pdf>
- ***User Agreement for Confidentiality, Data Security and Electronic Signature Form*** located at <https://www.sfdph.org/dph/files/HIPAAdocs/2015Revisions/ConfSecElecSigAgr.pdf>



Appendix E
San Francisco Department of Public Health
Business Associate Agreement

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/23/2015

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 endorsement(s).

PRODUCER Krauter & Company, LLC 150 Spear St, Suite 800 San Francisco CA 94105	CONTACT NAME: Whitney Evans PHONE (A/C, No, Ext): 415-944-3051 FAX (A/C, No): 415-384-6669 E-MAIL: wevans@krautergroup.com ADDRESS: wevans@krautergroup.com
INSURED Addiction Research & Treatment, Inc. 1145 Market Street 10th Floor San Francisco CA 94103	INSURER(S) AFFORDING COVERAGE INSURER A: Arch Insurance Company INSURER B: Berkshire Hathaway Homestate Ins. C INSURER C: INSURER D: INSURER E: INSURER F:
BAART00-01	NAIC # 11150

COVERAGES

CERTIFICATE NUMBER: 1387544575

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.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Sex. Misconduct \$1M/occ. \$2M/pol GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Y	NTPKG0081203	4/1/2015	4/1/2016	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$20,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	Y	NTAUT0031603	4/1/2015	4/1/2016	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000		NTUMB0047400	8/26/2015	4/1/2016	EACH OCCURRENCE \$2,000,000 AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	ADWC602718	4/1/2015	4/1/2016	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A A A	Professional Liability Professional Liability Professional Liability		NTPKG0081203 NTPKG0081203 NTPKG0081203	4/1/2015 4/1/2015 4/1/2015	4/1/2016 4/1/2016 4/1/2016	Aggregate 3,000,000 Each Incident 1,000,000 Retroactive Date 03/01/2002

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Additional Coverage:
Crime Policy #01-420-24-74
06-30-15 to 08-13-16
AIG Specialty Insurance Company
\$1,000,000 per occurrence Limit
\$25,000 Deductible
See Attached...

CERTIFICATE HOLDER

CANCELLATION

City and County of San Francisco
Contracts Division
1380 Howard St, 4th Floor
San Francisco CA 94103

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

Linda Wright

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**ADDITIONAL REMARKS SCHEDULE**Page 1 of 1

AGENCY Krauter & Company, LLC		NAMED INSURED Addiction Research & Treatment, Inc. 1145 Market Street 10th Floor San Francisco CA 94103
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Certificate Holder and all parties required by written contract are included as Additional Insured in regards to the General and Auto Liability policy as required by written contract. Coverage shall be primary and non-contributory over any other valid form of collectible insurance of the Additional Insureds as required by written contract.
Certificate Holder = The City & County of San Francisco, its officers, agents and employees

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SOCIAL SERVICES PREMIER AUTO ENHANCEMENT ENDORSEMENT

This endorsement modifies Insurance provided under the:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

1. TEMPORARY SUBSTITUTE AUTOS PHYSICAL DAMAGE

The following is added to **Section I – Covered Autos**:

D. Temporary Substitute Autos – Physical Damage

If Physical Damage Coverage is provided by this Coverage Form for an "auto" you own and that covered "auto" is out of service because of its:

1. Breakdown;
2. Repair;
3. Servicing;
4. "Loss"; or
5. Destruction

Then in that event, Physical Damage Coverage is provided for an "auto" you do not own while it is being used with the permission of its owner as a temporary substitute "auto" for the out of service covered "auto". We will pay the owner for "loss" to the temporary substitute "auto". This insurance covers the interest of the owner unless the "loss" results from fraudulent acts or omissions on your part. If we make any payment to the owner, we will obtain the owner's rights against any other party.

2. EMPLOYEES OR VOLUNTEER WORKERS AS INSURED

The following is added to Paragraph **A.1. Who Is An Insured** of **Section II – Liability Coverage**:

d. Your "employee" or "volunteer worker" while using a covered "auto" you do not own, hire or borrow while performing duties related to the conduct of your business.

This insurance shall be excess over any other valid and collectible insurance.

3. BOARD MEMBERS

The following is added to Paragraph **A.1. Who Is An Insured** of **Section II – Liability Coverage**:

e. Your elected or appointed board members while using a covered "auto" you do not own, hire or borrow, while performing duties related to the conduct of your business. Anyone else who furnishes that "auto" is also an "insured".

This insurance shall be excess over any other valid and collectible insurance.

4. ADDITIONAL INSURED – CONTRACT, AGREEMENT OR PERMIT

The following is added to Paragraph **A.1. Who Is An Insured** of **Section II – Liability Coverage**:

f. Any person or organization with whom you agreed, in a written contract, agreement or permit, to provide insurance such as is afforded under this Coverage Part, but only with respect to your ownership, maintenance or use

of a covered "auto". This provision only applies if the written contract or agreement has been executed or permit issued prior to the "bodily injury" or "property damage".

This coverage shall be primary and not contributory with respect to the person or organization included as an "insured" under this section. Any other insurance that person or organization has shall be excess and not contributory with respect to this insurance, but this provision only applies if it is required in the written contract, agreement or permit identified in this section, and is permitted by law.

g. A "Funding Source" being any person or organization with respect to their liability arising out of their financial control of you.

5. EMPLOYEE HIRED AUTOS - LIABILITY

The following is added to Paragraph A.1. **Who Is An Insured of Section II – Liability Coverage:**

h. An "employee", an elected or appointed official of yours, or a commissioner, officer or member of your commissions, authorities, boards or agencies while operating a covered "auto" hired or rented under a written contract or agreement in the name of that "employee" or elected or appointed official, with your permission, while performing duties related to the conduct of your business.

This coverage shall be primary and not contributory with respect to the person or organization included as an "insured" under this section. Any other insurance that person or organization has shall be excess and not contributory with respect to this insurance, but this provision only applies if it is required in the written contract, agreement or permit identified in this section, and is permitted by law.

6. SUPPLEMENTARY PAYMENTS

Paragraphs a.(2) and a.(4) of **Supplementary Payments** in Paragraph A.2. **Coverage Extensions of Section II – Liability Coverage** are replaced by the following:

(2) Up to \$5,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$400 per day because of time off from work.

7. TOWING AND GLASS BREAKAGE

Paragraph A.2. **Towing of Section III – Physical Damage Coverage** is replaced by the following:

2. Towing

We will pay up to \$250 per disablement for towing and labor costs incurred each time a covered "auto" is disabled. However, the labor must be performed at the place of disablement.

Paragraph A.3. **Glass Breakage of Section III – Physical Damage Coverage** is replaced by the following:

3. Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles

If you carry Comprehensive Coverage for the damaged covered "auto", we will pay for the following under Comprehensive Coverage without application of a deductible:

- a. Glass breakage; or
- b. "Loss" caused by hitting a bird or animal; and
- c. "Loss" caused by falling objects or missiles.

However, you have the option of having glass breakage caused by a covered "auto's" collision or overturn considered a "loss" under Collision Coverage.

L) ADDITIONAL INSURED – FUNDING SOURCE

Under SECTION II – WHO IS AN INSURED the following is added:

- 2) Any person or organization with respect to their liability arising out of:
- a) Their financial control of you; or
 - b) 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.

M) ADDITIONAL INSURED – MANAGERS OR LESSORS OF PREMISES

Under SECTION II – WHO IS AN INSURED the following is added:

- 1.f. Any person or organization with respect to their liability arising out of the ownership, maintenance, or use of that part of the premises leased to you, subject to the following additional exclusions:

This insurance does not apply to:

- a) Any "occurrence" which takes place after you cease to be a tenant in that premises.
- b) Structural alteration, new construction, or demolition operations performed by or on behalf of that person or organization.

N) ADDITIONAL INSUREDS - BY CONTRACT, AGREEMENT OR PERMIT

- 1) Any person or organization is an insured with whom you are required to add as an additional insured to this policy by a written contract or written agreement, or permit that is:
 - a) currently in effect or becoming effective during the term of this policy; and
 - b) executed prior to the "bodily injury," "property damage," "personal and advertising injury".
- 2) This insurance provided to the additional insured by this endorsement applies as follows:
 - a) That person or organization is only an additional insured with respect to liability caused by your negligent acts or omissions at or from:
 - (1) Premises you own, rent, lease, or occupy, or
 - (2) Your ongoing operations performed for the additional insured at the job indicated by written contract or written agreement.
 - b) The limits of insurance applicable to the additional insured are those specified in the written contract or written agreement or in the Declarations of this policy whichever is less. These limits of insurance are inclusive of and not in addition to the limits of insurance shown in the Declarations.
- 3) With respect to the insurance afforded these additional insured's, the following additional exclusions apply:
 - a) This insurance does not apply to "Bodily injury" or "property damage" occurring after:
 - (1) 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 site of the covered operations has been completed; or
 - (2) 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 on or at the same project.
 - b) This insurance does not apply to "bodily injury," "property damage," "personal and advertising injury" caused by the rendering of or failure to render any professional services.
- 4) Regardless of whether other insurance is available to an additional insured on a primary basis, this insurance will be primary and noncontributory if a written contract between you and the additional insured specifically requires that this insurance be primary.

O) GENERAL AGGREGATE LIMIT PER LOCATION

SECTION III – LIMITS OF INSURANCE, is amended as follows:

2. The General Aggregate Limit is the most we will pay for the sum of:

- a. Medical expenses under Coverage C;
- b. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard, and
- c. Damages under Coverage B.

A separate Location General Aggregate Limit applies to each "location" and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.

SECTION V - DEFINITIONS is amended by adding the following:

23. "Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

P) BLANKET SPECIAL EVENTS AND FUND RAISING EVENTS

1) This insurance applies to your legal liability for "bodily injury," "property damage," and "personal and advertising injury" arising out of all your managed, operated or sponsored special events WITH THE FOLLOWING EXCEPTIONS:

- a) Events involving aircraft
- b) Events involving automobile or motorcycle races or rallies
- c) Events involving fireworks
- d) Events involving firearms
- e) Events involving live animals, excluding domestic pets
- f) Carnivals and fairs with mechanical rides
- g) Any event lasting more than three (3) days (including otherwise acceptable events)
- h) Any event with greater than 1,000 people in attendance (including otherwise acceptable events)

Coverage may be provided by endorsement issued by us and made part of this Coverage Part, and subject to an additional premium charge.

Q) NON-OWNED WATERCRAFT

SECTION I – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE 2. Exclusions, paragraph g.(2) is amended to read as follows:

(2) A watercraft you do not own that is:

- a) Less than 65 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.

R) WAIVER OF SUBROGATION

We will waive our right of subrogation in the event of a loss. We must be advised in writing, prior to the loss, of your intention to waive subrogation. We also must know whom subrogation will be waived against. If your request meets our underwriting criteria regarding such waivers, we will waive our right. However, we reserve the right to charge additional premium or to limit the terms and conditions of such waiver.

S) WAIVER OF IMMUNITY

We will waive, both in the adjustment of claims and in defense of "suits" against the insured, any charitable or governmental immunity of the insured, unless the insured requests, in writing, that we not do so.

Waiver of immunity, as a defense, will not subject us to liability for any portion of a claim or judgment, in excess, of the applicable limit of insurance.

T) VIOLATION OF RIGHTS OF RESIDENTS (PATIENT'S RIGHTS)

