

File No. 200547

Committee Item No. 10  
Board Item No. 14

## COMMITTEE/BOARD OF SUPERVISORS

### AGENDA PACKET CONTENTS LIST

Committee: Budget & Finance Committee

Date June 17, 2020

Board of Supervisors Meeting

Date June 23, 2020

#### Cmte Board

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| <input type="checkbox"/>            | <input type="checkbox"/>            | Ordinance                                    |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Legislative Digest                           |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Budget and Legislative Analyst Report        |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Youth Commission Report                      |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Introduction Form                            |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Department/Agency Cover Letter and/or Report |
| <input type="checkbox"/>            | <input type="checkbox"/>            | MOU  |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Grant Information Form                       |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Grant Budget                                 |
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| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Contract/Agreement                           |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Form 126 – Ethics Commission                 |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Award Letter                                 |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Application                                  |
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Completed by: Linda Wong Date June 12, 2020  
Completed by: Linda Wong Date June 19, 2020

1 [Agreement - San Francisco Community Health Authority - Third Party Administrator Services  
2 - San Francisco City Option Program - Not to Exceed \$49,054,357]

3 **Resolution approving an agreement between the San Francisco Community Health**  
4 **Authority and the Department of Public Health for Third Party Administrator Services**  
5 **for the San Francisco City Option program for a total amount not to exceed \$49,054,357**  
6 **for a term of five years, from July 1, 2020, through June 30, 2025.**

7  
8 WHEREAS, In 1994, the California Legislature authorized the Board of Supervisors to  
9 establish a health authority as a separate legal entity to operate programs involving health  
10 care services, and the Board subsequently established the San Francisco Health Authority  
11 (SFHA), in order to provide access to comprehensive health care services for Medi-Cal  
12 beneficiaries and such other persons as the health authority deemed appropriate; and

13 WHEREAS, In 2005, the Board of Supervisors approved a Joint Powers Agreement  
14 with the SFHA to create the San Francisco Community Health Authority (SFCHA), a Joint  
15 Powers Authority (JPA), as a separate legal entity, for the purpose of operating the non-Medi-  
16 Cal programs operated by the SFHA at that time, such as the Healthy Kids program, to  
17 ensure that those non-Medi-Cal program revenues were not subject to the state Quality  
18 Improvement Fee, as well as any new programs or lines of business that the JPA might  
19 develop, and that the members of the governing body of the SFHA would serve *ex-officio* as  
20 members of the governing body of the JPA; and

21 WHEREAS, In 2006, in order to increase access to health care services, the Board of  
22 Supervisors amended the San Francisco Administrative Code to create the San Francisco  
23 Health Care Security Ordinance (HCSO), which established the Health Access Program, a  
24 non-Medi-Cal public health benefit program comprised of the Healthy San Francisco (HSF)

25

1 program and Medical Reimbursement Accounts (MRAs), charging the DPH with  
2 administration; and

3 WHEREAS, The HCSO enables the DPH to coordinate with a third party vendor to  
4 administer the Health Access Program, including the Healthy San Francisco and Medical  
5 Reimbursement Accounts programs; and

6 WHEREAS, The Medical Reimbursement Account Program has been expanded to  
7 include other Board authorized reimbursement programs such as SF Covered MRA; and

8 WHEREAS, The Medical Reimbursement Account Program and SF Covered MRA are  
9 consolidated and marketed under the overall program name of "SF City Option" programs;  
10 and

11 WHEREAS, The JPA enables the most effective and efficient governance and  
12 operations of the SF City Options programs to be by and through the SFCHA; and

13 WHEREAS, The Healthy SF program provides health care access for uninsured  
14 San Francisco residents who meet the eligibility criteria established by the DPH; the SF MRA  
15 program reimburses eligible employees for eligible health care expenditures; and the SF  
16 Covered MRA program provides financial assistance to eligible employees who purchase  
17 insurance through Covered California; and

18 WHEREAS, The DPH wishes to enter into an agreement with the SFCHA for Third  
19 Party Administrator Services for the administration of the SF City Option programs, which  
20 includes management of vendor services (including SF MRA/SF Covered MRA  
21 administration, skip tracing, electronic funds transfers [EFT], and online forms development  
22 and processing), enrollment and eligibility functions, employee outreach and utilization;  
23 account monitoring and financial oversight of employee funds; employer liaison and training  
24 activities, coordination with the Office of Labor Standards Enforcement, and policy analysis  
25 and support for program recommendations, as requested by DPH; and

1           WHEREAS, The DPH wishes to establish an agreement with the San Francisco  
2 Community Health Authority (SFCHA) to provide such services, the total amount of which will  
3 exceed ten million dollars (\$10,000,000) and require Board approval under Section 9.118 of  
4 the San Francisco Charter; and

5           WHEREAS, The DPH has contracted with the SFCHA to perform these services since  
6 2006, and is satisfied with SFCHA's performance and delivery of services; and

7           WHEREAS, The SFCHA governing board operates in accordance with the Joint  
8 Powers Agreement approved by the Board of Supervisors through Resolution No. 237-05;  
9 now, therefore, be it

10           RESOLVED, That the Board of Supervisors hereby authorizes the Director of Public  
11 Health and the Purchaser, on behalf of the City and County of San Francisco, to execute an  
12 agreement with the San Francisco Community Health Authority for Third Party Administrator  
13 Services for the San Francisco City Option program for a total amount not to exceed  
14 \$49,054,357, for a term of five (5) years, July 1, 2020, through June 30, 2025; and, be it

15           FURTHER RESOLVED, That the Board of Supervisors authorizes the  
16 Department of Public Health to enter into any amendments or modifications to the  
17 contract, prior to its final execution by all parties, that the Department determines, in  
18 consultation with the City Attorney, are in the best interest of the City, do not otherwise  
19 materially increase the obligations or liabilities of the City, are necessary or advisable to  
20 effectuate the purposes of the contract, and are in compliance with all applicable laws;  
21 and, be it

22           FURTHER RESOLVED, That within thirty (30) days of the contract amendment being  
23 fully executed by all parties, the Director of Health and/or the Director of Office of Contract  
24 Administration/Purchased shall provide the final contract to the Clerk of the Board for inclusion  
25 in the official file (File No. 200547).



<p><b>Items 8, 9 &amp; 10</b>  <b>Files 20-0545, 20-0546 &amp; 20-0547</b></p>	<p><b>Department:</b>                  Department of Public Health</p>
<p><b>EXECUTIVE SUMMARY</b></p>	
<p style="text-align: center;"><b>Legislative Objectives</b></p> <ul style="list-style-type: none"> <li>• The proposed resolutions would approve agreements between the Department of Public Health and San Francisco Community Health Authority for Third Party Administrative services and private provider payments for the Healthy San Francisco program (Files 20-0545 and 20-0546) and for Third Party Administrative services for the City’s Medical Reimbursement Account programs (File 20-0547).</li> </ul> <p style="text-align: center;"><b>Key Points</b></p> <ul style="list-style-type: none"> <li>• The Health Care Security Ordinance mandates covered employers make required health care expenditures on behalf of their employees. Covered employers can meet their spending requirements by either: (1) Providing health insurance up to the level required by the Health Care Security Ordinance, (2) Contributing to the SF City Option Program, includes Healthy SF and Medical Reimbursement Account programs, or (3) Contributing to an allowable Health Reimbursement account for employees. Healthy SF provides affordable health care services to uninsured San Francisco residents and is funded by employer contributions, participation fees, service fees, and the General Fund. Medical Reimbursement Accounts are health care accounts funded through employer contributions; individual accounts are set up for covered employees where the funds in the account can be used toward eligible health care expenses.</li> <li>• San Francisco Community Health Authority oversees the program operations and administration and private provider payments associated with Healthy SF and as well as program enrollment, tracking, marketing, communications for the Medical Reimbursement Account programs.</li> </ul> <p style="text-align: center;"><b>Fiscal Impact</b></p> <ul style="list-style-type: none"> <li>• The agreements provide \$35,308,339 for Third Party Administrator Services for Healthy San Francisco (File 20-0545); \$24,908,092 for Administration of Private Provider Payments for Healthy San Francisco program (File 20-0546); and, \$49,054,357 for Third Party Administrator Services for the Medical Reimbursement Account programs (Item 20-0547). The contracts are primarily funded through the General Fund.</li> </ul> <p style="text-align: center;"><b>Policy Consideration</b></p> <ul style="list-style-type: none"> <li>• The contracts are primarily funded through the General Fund, which is facing a projected shortfall of \$753.9 million in FY 2020-21. Because these contracts support health insurance for all in San Francisco, DPH does not anticipate making reductions in these services. Because the proposed agreements are consistent with Board of Supervisors policy in approving the Health Care Security Ordinance, the Budget and Legislative Analyst recommends approval.</li> </ul> <p style="text-align: center;"><b>Recommendation</b></p> <ul style="list-style-type: none"> <li>• Approve the proposed resolutions.</li> </ul>	

## MANDATE STATEMENT

City Charter Section 9.118(b) states that any contract entered into by a department, board or commission that (1) has a term of more than ten years, (2) requires expenditures of \$10 million or more, or (3) requires a modification of more than \$500,000 is subject to Board of Supervisors approval.

## BACKGROUND

Files 20-0545, 20-0546, and 20-0547 are presented together as they all pertain to the continued implementation of the Health Care Security Ordinance and reflect all three contracts the Department of Public Health (DPH) has with San Francisco Community Health Authority ("Community Health Authority"), doing business as San Francisco Health Plan.

### Healthy SF and Medical Reimbursement Accounts

The Health Care Security Ordinance mandates covered employers make required health care expenditures on behalf of their employees. Employers covered by the Health Care Security Ordinance can meet their spending requirements to support their employees' access to health care in one of three ways: (1) Provide health insurance up to the level required by the Health Care Security Ordinance, (2) Contribute to the SF City Option Program, including Healthy SF and Medical Reimbursement Account programs, or (3) Contribute to an allowable Health Reimbursement account for employees.

Healthy SF provides affordable health care services to uninsured San Francisco residents and is funded by employer contributions, participation fees, service fees, and the General Fund.<sup>1</sup> Medical Reimbursement Accounts are health care accounts funded through employer contributions; individual accounts are set up for covered employees where the funds in the account can be used toward eligible health care expenses.<sup>2,3</sup>

### San Francisco Community Health Authority

The Health Care Security Ordinance authorizes DPH to contract with a third-party vendor to administer Healthy San Francisco and Medical Reimbursement Account program operations, including enrollment, tracking service utilization, billing, and communication with the participants. The Board of Supervisors established the San Francisco Community Health Authority as a separate legal entity in 2005 through a Joint Powers Agreement between the City and the

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<sup>1</sup> To be eligible for Healthy San Francisco, employees must be a San Francisco resident, uninsured for at least 90 days, age 18 or over, and not eligible for public insurance programs, such as Medi-Cal.

<sup>2</sup> To be eligible for a Medical Reimbursement Account, employers must make contributions for their employees and the employee must live outside San Francisco or have health insurance or be under age 18.

<sup>3</sup> To be eligible for a Covered Medical Reimbursement Account, employers must make contributions to the City Option, and the employee must be a San Francisco resident, be age 18 or older, have income no more than 500% of the federal poverty level, required by law to purchase insurance, not be eligible for Medi-Cal or Medicare, and purchase health insurance through Covered California.

San Francisco Health Authority<sup>4</sup> to administer non-Medi-Cal health programs. After the establishment of the Health Care Security Ordinance in 2006, the Department of Public Health began contracting with the San Francisco Community Health Authority to administer Healthy SF and Medical Reimbursement Account program operations.

## DETAILS OF PROPOSED LEGISLATION

The proposed resolutions would approve three new agreements between DPH and the San Francisco Community Health Authority for:

- \$35,308,339 for Third Party Administrator Services for Healthy San Francisco (File 20-0545)
- \$24,908,092 for Administration of Private Provider Payments for Healthy San Francisco program (File 20-0546)
- \$49,054,357 for Third Party Administrator Services for the SF City Option Program (Item 20-0547)

Each of these agreements is for a five-year term from July 1, 2020 through June 30, 2025.

### Services Provided

#### Healthy SF – Third Party Administrative Services

File 20-0545 authorizes an agreement between DPH and San Francisco Community Health Authority for the provision of Third Party Administrator services for the Healthy San Francisco Program for health services to eligible uninsured City residents. As part of this agreement the Community Health Authority will (1) Assist in eligibility and enrollment into Healthy San Francisco, (2) Manage and reconcile financial payments to providers, participant fees, and transfers to DPH, (3) Oversee the Healthy San Francisco medical home network and provider contracting, (4) Receive and manage utilization data from providers, analyzing and producing utilization reports, (5) Communicate Healthy San Francisco program information to participants and responding to Healthy San Francisco participant complaints and inquiries, (6) Manage training and communications to those assisting with Healthy San Francisco, (7) Maintain a customer service/call center with language capacity in English, Cantonese, Spanish and access to Tagalog language assistance as needed, and (8) Provide other administrative functions as required. Staffing for this contract includes 32.85 full-time equivalent (FTE) positions.

#### Healthy SF – Fiscal Administration of Private Provider Payments

File 20-0546 authorizes an agreement between DPH and Community Health Authority to provide payments to the participating medical homes delivering services to Healthy San Francisco enrollees for primary, preventive, specialty and inpatient services. There are four medical home provider networks delivering services to Healthy San Francisco enrollees: These health network

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<sup>4</sup> The San Francisco Health Authority was established as a separate legal entity by the Board of Supervisors in 1994, following enabling legislation by the State Legislature, to serve as a managed care health plan for Medi-Cal beneficiaries.



providers include: SF Health Network, SF Community Clinic Consortium, Kaiser Permanente, and Sister Mary Philippa Health Center.<sup>5</sup> Included in this contract is \$350,000 annually to provide gender affirming surgeries for Gender Health SF's uninsured patients. DPH estimates that Community Health Authority will provide reimbursements to health care providers for 33,724 unique clients at non-SF Health Network providers and provide administrative services for provision of gender affirming medical and surgical services for 10 clients over the course of the contract. This plan is a managed care plan in which providers are paid a per capita payment for enrolled participants; providers are reimbursed based on monthly Healthy San Francisco enrollment.

*Medical Reimbursement Accounts – Third Party Administrative Services*

File 20-0547 authorizes an agreement between DPH and San Francisco Community Health Authority to provide Third Party Administrator services for the SF City Option program, which funds services through Medical Reimbursement Accounts and SF Covered Medical Reimbursement Accounts. This agreement consolidates the Third Party Administrator services for the SF Medical Reimbursement Account and SF Covered Medical Reimbursement Account programs into one contract. The Community Health Authority will oversee SF City Option Program operations, including: (1) Vendor management and contracting; (2) Enrollment and eligibility; (3) Processing employer rosters and payments; (4) Tracking and managing all contributions and accounts; (5) Employer and employee outreach and training activities; (6) Maintaining account monitoring program; (7) Developing and implementing DPH priority activities; and, (8) Coordination with the Office of Labor Standards Enforcement. The Community Health Authority will also provide product management and analytics, finance management and oversight, and customer services. Staffing for this contract includes 44.50 FTEs. The San Francisco Community Health Authority will subcontract for Medical Reimbursement customer service, web portal management, claims processing, electronic funds transfer, online form development, and ensuring participant contact information remains up to date.

**Performance Monitoring**

Each agreement outlines a set of deliverables, and requirements for regular reporting. According to Ms. Michelle Ruggels, DPH Director of Business Services, and Alice Kurniadi, Program Manager, DPH monitors the performance of the Community Health Authority through regular monthly and ad hoc check-in meetings where they discuss progress of priority projects and ongoing activities. The Community Health Authority also provides monthly, quarterly, and annual reports and cover program deliverables and service and program performance.

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<sup>5</sup> SF Health Network is made up of DPH clinics and hospital services; SF Community Clinic Consortium is made up of public and nonprofit outpatient services; and Sister Mary Philippa Health Center and Saint Mary's Hospital are part of Dignity Health.

**FISCAL IMPACT****Healthy SF Third Party Administrator and Private Provider Payment Agreements**

Table 1 below summarizes proposed agreement spending for Third Party Administrator services for Healthy San Francisco (File 20-0545).

**Table 1. Proposed Expenditures for Healthy SF Third Party Administrator Services Agreement**

Uses of Funds	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	Total
Salaries + Benefits	\$4,194,324	\$4,341,125	\$4,493,064	\$4,650,321	\$4,813,083	\$22,491,917
Operations Costs	\$952,139	\$1,880,674	\$1,926,629	\$2,020,132	\$2,253,813	\$9,033,386
<b>Subtotal</b>	<b>\$5,146,463</b>	<b>\$6,221,799</b>	<b>\$6,419,693</b>	<b>\$6,670,453</b>	<b>\$7,066,896</b>	<b>\$31,525,303</b>
Contingency (12%)	\$617,575	\$746,616	\$770,363	\$800,454	\$848,027	\$3,783,036
<b>Total</b>	<b>\$5,764,038</b>	<b>\$6,968,415</b>	<b>\$7,190,056</b>	<b>\$7,470,907</b>	<b>\$7,914,923</b>	<b>\$35,308,339</b>

Source: Appendix B to Proposed Contract

Table 2 below summarizes the uses of the proposed contract spending for Private Provider Payments for Healthy San Francisco (File 20-0546).

**Table 2. Proposed Expenditures Healthy SF Private Provider Payments Agreement**

Uses of Funds	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	Total
Provider Payment	\$3,419,813	\$3,931,360	\$4,245,935	\$4,378,708	\$4,513,551	\$20,489,367
Gender Affirming Services & Admin Fee	\$350,000	\$350,000	\$350,000	\$350,000	\$350,000	\$1,750,000
<b>Subtotal</b>	<b>\$3,769,813</b>	<b>\$4,281,360</b>	<b>\$4,595,935</b>	<b>\$4,728,708</b>	<b>\$4,863,551</b>	<b>\$22,239,368</b>
Contingency (12%)	\$452,378	\$513,763	\$551,512	\$567,445	\$583,626	\$2,668,724
<b>Total</b>	<b>\$4,222,191</b>	<b>\$4,795,123</b>	<b>\$5,147,447</b>	<b>\$5,296,153</b>	<b>\$5,447,177</b>	<b>\$24,908,092</b>

Source: Appendix B to Proposed Contract

There is no staffing associated with this contract, which passes through funding to reimburse Healthy San Francisco medical providers.

**Healthy SF Agreement Funding**

Funding for these two Healthy SF agreements is provided through the City General Fund. Healthy SF collects participation and service fees along with employer contributions, which offset some of the General Fund contribution. In FY 2018-19 Healthy SF collected \$2,767,673 in participant and point of service fee revenue and \$3,077,786 in employer contributions.

**Medical Reimbursement Accounts – Third Party Administrative Services**

Table 3 below summarizes the uses of the proposed contract spending for Third Party Administrator services for Medical Reimbursement Accounts (File 20-0547).

**Table 3. Proposed Expenditures for Medical Reimbursement Accounts, Third Party Administrator Services Agreement**

Uses of Funds	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	Total
Salaries + Benefits	\$5,526,694	\$5,720,128	\$5,920,333	\$6,127,545	\$6,342,009	\$29,636,709
Operations Costs	\$2,402,647	\$2,530,527	\$2,834,350	\$2,996,450	\$3,397,850	\$14,161,824
<b>Subtotal</b>	<b>\$7,929,341</b>	<b>\$8,250,655</b>	<b>\$8,754,683</b>	<b>\$9,123,995</b>	<b>\$9,739,859</b>	<b>\$43,798,533</b>
Contingency (12%)	\$951,521	\$990,079	\$1,050,562	\$1,094,879	\$1,168,783	\$5,255,824
<b>Total</b>	<b>\$8,880,862</b>	<b>\$9,240,734</b>	<b>\$9,805,245</b>	<b>\$10,218,874</b>	<b>\$10,908,642</b>	<b>\$49,054,357</b>

Source: Appendix B to Proposed Contract

#### Medical Reimbursement Accounts Agreement Funding

Funding for SF City Option agreement is through the City General Fund. There are no fees or charges associated with the Medical Reimbursement Accounts that provide revenue to cover contract expenditures.

#### **POLICY CONSIDERATION**

The Budget Outlook Update (May Joint Report), prepared by the Budget and Legislative Analyst's Office, Mayor's Budget Office, and Controller, projected FY 2019-20 shortfall in the General Fund budget of \$246.2 million due to the impacts of the COVID-19 public health emergency and a slower economic recovery. That shortfall is projected to increase to \$753.9 million in FY 2020-21 and continue into subsequent fiscal years. The Mayor's Budget Office presented the Mayor's Budget Instructions to the Board of Supervisors on May 18, 2020, which provided for a 10 percent reduction in City departments' General Fund budgets; services to vulnerable and underserved populations are given priority for funding.

Ms. Ruggels reports reduction to these services would impact the individuals that receive health care coverage through these programs and that DPH does not anticipate proposing any reductions in funding for the services and payments provided through these agreements. Because the proposed agreements are consistent with Board of Supervisors policy in approving the Health Care Security Ordinance, the Budget and Legislative Analyst recommends approval.

#### **RECOMMENDATION**

Approve the proposed resolutions.

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

**Agreement between the City and County of San Francisco and  
San Francisco Community Health Authority**

This Agreement is made this 18<sup>st</sup> of April, 2020, in the City and County of San Francisco, State of California, by and between San Francisco Community Health Authority, 50 Beale Street, 12<sup>th</sup> Floor, San Francisco, CA 94105, a non-profit government entity (“Contractor”) and City.

**Recitals**

WHEREAS, the Department of Public Health (“Department”) wishes to secure third-party administrative services to provide administrative functions for the SF City Option program; and,

WHEREAS, this Agreement was procured as a Sole Source contract for health and behavioral health services and support, where such services will be provided by a non-profit organization and a sole source designation recommended by the San Francisco Department of Public Health as authorized by San Francisco Administrative Code Chapter 21.5;

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

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

WHEREAS, the City’s Civil Service Commission approved Contract number 4113 – 11/12 on June 17, 2019;

WHEREAS, approval for this Agreement under S.F. Charter Section 9.118 was obtained when the Board of Supervisors approved Resolution No. \_\_\_\_\_ on \_\_\_\_\_.

Now, THEREFORE, the parties agree as follows:

**Article 1      Definitions**

The following definitions apply to this Agreement:

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

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

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

1.4 "Confidential Information" means confidential City information including, but not limited to, personally-identifiable information ("PII"), protected health information ("PHI"), or individual financial information (collectively, "Proprietary or Confidential Information") that is subject to local, state or federal laws restricting the use and disclosure of such information, including, but not limited to, Article 1, Section 1 of the California Constitution; the California Information Practices Act (Civil Code § 1798 et seq.); the California Confidentiality of Medical Information Act (Civil Code § 56 et seq.); the federal Gramm-Leach-Bliley Act (15 U.S.C. §§ 6801(b) and 6805(b)(2)); the privacy and information security aspects of the Administrative Simplification provisions of the federal Health Insurance Portability and Accountability Act (45 CFR Part 160 and Subparts A, C, and E of part 164); and San Francisco Administrative Code Chapter 12M (Chapter 12M).

1.5 "Contractor" or "Consultant" means San Francisco Community Health Authority, 50 Beale Street, 12<sup>th</sup> Floor, San Francisco, CA 94105.

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

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

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

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

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

## **Article 2 Term of the Agreement**

2.1 The term of this Agreement shall commence on July 1, 2020 and expire on June 30, 2025, unless earlier terminated as otherwise provided herein.

## **Article 3      Financial Matters**

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

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

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

### **3.3                      Compensation.**

**3.3.1                      Payment.** Contractor shall provide an invoice to the City on a monthly basis for Services completed in the immediate preceding month, unless a different schedule is set out in Appendix B, "Calculation of Charges." Compensation shall be made for Services identified in the invoice that the Director of Health, in his or her sole discretion, concludes has been satisfactorily performed. Payment shall be made within 30 calendar days of receipt of the invoice, unless the City notifies the Contractor that a dispute as to the invoice exists. In no event shall the amount of this Agreement exceed FORTY NINE MILLION FIFTY FOUR THOUSAND THREE HUNDRED FIFTY SEVEN DOLLARS (\$49,054,357). The breakdown of charges associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein. A portion of payment may be withheld until conclusion of the Agreement if agreed to by both parties as retainage, described in Appendix B. In no event shall City be liable for interest or late charges for any late payments.

**3.3.2                      Payment Limited to Satisfactory Services.** Contractor is not entitled to any payments from City until approves Services, including any furnished Deliverables, as satisfying all of the requirements of this Agreement. Payments to Contractor by City shall not excuse Contractor from its obligation to replace unsatisfactory Deliverables, including equipment, components, materials, or Services even if the unsatisfactory character of such Deliverables, equipment, components, materials, or Services may not have been apparent or detected at the time such payment was made. Deliverables,

equipment, components, materials and Services that do not conform to the requirements of this Agreement may be rejected by City and in such case must be replaced by Contractor without delay at no cost to the City.

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

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

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

3.3.6 **Getting paid by the City for goods and/or services.**

(a) All City vendors receiving new contracts, contract renewals, or contract extensions must sign up to receive electronic payments through, the City's Automated Clearing House (ACH) payments service/provider. Electronic payments are processed every business day and are safe and secure. To sign up for electronic payments, visit [www.sfgov.org/ach](http://www.sfgov.org/ach).

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

3.4 **Audit and Inspection of Records.** Contractor agrees to maintain and make available to the City, during regular business hours, accurate books and accounting records relating to its Services. Contractor will permit City to audit, examine and make excerpts and transcripts from such books and records, and to make audits of all invoices, materials, payrolls, records or personnel and other data related to all other matters covered by this Agreement, whether funded in whole or in part under this Agreement. Contractor shall maintain such data and records in an accessible location and condition for a period of not fewer than five years, unless required for a longer duration due to Federal, State, or local requirements of which the City will notify contractor in writing, after final payment under this Agreement or until after final audit has been resolved, whichever is later. The State of California or any Federal agency having an interest in the subject matter of this Agreement shall have the same rights as conferred upon City by this Section. Contractor shall include the same audit and inspection rights and record retention requirements in all subcontracts.

3.4.1 Contractor shall annually have its books of accounts audited by a Certified Public Accountant and a copy of said audit report and the associated management letter(s) shall be transmitted to the Director of Public Health or his /her designee within one hundred eighty (180) calendar days following Contractor's fiscal year end date. If Contractor expends \$750,000 or more in Federal funding per year, from any and all Federal awards, said audit shall be conducted in accordance with 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

Said requirements can be found at the following website address: [https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200\\_main\\_02.tpl](https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl).

If Contractor expends less than \$750,000 a year in Federal awards, Contractor is exempt from the single audit requirements for that year, but records must be available for review or audit by appropriate officials of the Federal Agency, pass-through entity and General Accounting Office. Contractor agrees to reimburse the City any cost adjustments necessitated by this audit report. Any audit report which addresses all or part of the period covered by this Agreement shall treat the service components identified in the detailed descriptions attached to Appendix A and referred to in the Program Budgets of Appendix B as discrete program entities of the Contractor.

3.4.2 The Director of Public Health or his / her designee may approve a waiver of the audit requirement in Section 3.4.1 above, if the contractual Services are of a consulting or personal services nature, these Services are paid for through fee for service terms which limit the City's risk with such contracts, and it is determined that the work associated with the audit would produce undue burdens or costs and would provide minimal benefits. A written request for a waiver must be submitted to the DIRECTOR ninety (90) calendar days before the end of the Agreement term or Contractor's fiscal year, whichever comes first.

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

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

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

#### **Article 4 Services and Resources**

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



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

4.3                   **Subcontracting.**

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

4.3.2                 If the Contractor utilizes subcontractors, the Contractor shall provide the City a list of all subcontractors. Use of subcontractors require prior written approval of the City as specified in section 4.3.1. of the Agreement.

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

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

the deficiency. Notwithstanding, if City believes that an action of Contractor, or any agent or employee of Contractor, warrants immediate remedial action by Contractor, City shall contact Contractor and provide Contractor in writing with the reason for requesting such immediate action.

4.4.2 **Payment of Employment Taxes and Other Expenses.** Should City, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Division, or both, determine that Contractor is an employee for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Contractor which can be applied against this liability). City shall then forward those amounts to the relevant taxing authority. Should a relevant taxing authority determine a liability for past services performed by Contractor for City, upon notification of such fact by City, Contractor shall promptly remit such amount due or arrange with City to have the amount due withheld from future payments to Contractor under this Agreement (again, offsetting any amounts already paid by Contractor which can be applied as a credit against such liability). A determination of employment status pursuant to this Section 4.4 shall be solely limited to the purposes of the particular tax in question, and for all other purposes of this Agreement, Contractor shall not be considered an employee of City. Notwithstanding the foregoing, Contractor agrees to indemnify and save harmless City and its officers, agents and employees from, and, if requested, shall defend them against any and all claims, losses, costs, damages, and expenses, including attorneys' fees, arising from this section.

4.5 **Assignment.** The Services to be performed by Contractor are personal in character. Neither this Agreement, nor any duties or obligations hereunder, may be directly or indirectly assigned, novated, hypothecated, transferred, or delegated by Contractor, or, where the Contractor is a joint venture, a joint venture partner, (collectively referred to as an "Assignment") unless first approved by City by written instrument executed and approved in the same manner as this Agreement in accordance with the Administrative Code. The City's approval of any such Assignment is subject to the Contractor demonstrating to City's reasonable satisfaction that the proposed transferee is: (i) reputable and capable, financially and otherwise, of performing each of Contractor's obligations under this Agreement and any other documents to be assigned, (ii) not forbidden by applicable law from transacting business or entering into contracts with City; and (iii) subject to the jurisdiction of the courts of the State of California. A change of ownership or control of Contractor or a sale or transfer of substantially all of the assets of Contractor shall be deemed an Assignment for purposes of this Agreement. Contractor shall immediately notify City about any Assignment. Any purported Assignment made in violation of this provision shall be null and void.

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

## **Article 5 Insurance and Indemnity**

### **5.1 Insurance.**

**5.1.1 Required Coverages.** Insurance limits are subject to Risk Management review and revision, as appropriate, as conditions warrant. Without in any way limiting Contractor's liability pursuant to the "Indemnification" section of this Agreement, Contractor must maintain in force, during the full term of the Agreement, insurance in the following amounts and coverages:

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

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

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

(d) Professional Liability Insurance, applicable to Contractor's profession, with limits not less than \$1,000,000 for each claim with respect to negligent acts, errors or omissions in connection with the Services.

(e) Contractor shall maintain in force during the full life of the agreement Cyber and Privacy Insurance with limits of not less than \$10,000,000 per claim. Such insurance shall include coverage for liability arising from theft, dissemination, and/or use of confidential information, including but not limited to, bank and credit card account information or personal information, such as name, address, social security numbers, protected health information or other personally identifying information, stored or transmitted in any form.

5.1.2 Commercial General Liability and Commercial Automobile Liability Insurance policies must be endorsed to name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees.

5.1.3 Contractor's Commercial General Liability and Commercial Automobile Liability Insurance policies shall provide 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 the insurance applies separately to each insured against whom claim is made or suit is brought.

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

"Contractor shall provide thirty (30) days' advance written notice to the City of cancellation, intended non-renewal, or reduction in coverages, except for non-payment for which no less than ten (10) days' notice shall be provided to City. Notices shall be sent to the City address set forth in Section 11.1 entitled "Notices to the Parties."

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

5.1.6 Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be

included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified above.

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

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

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

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

5.2 **Indemnification.** Contractor shall indemnify and hold harmless City and its officers, agents and employees from, and, if requested, shall defend them from and against any and all claims, demands, losses, damages, costs, expenses, and liability (legal, contractual, or otherwise) arising from or in any way connected with any: (i) injury to or death of a person, including employees of City or Contractor; (ii) loss of or damage to property; (iii) violation of local, state, or federal common law, statute or regulation, including but not limited to privacy or personally identifiable information, health information, disability and labor laws or regulations; (iv) strict liability imposed by any law or regulation; or (v) losses arising from Contractor's execution of subcontracts not in accordance with the requirements of this Agreement applicable to subcontractors; so long as such injury, violation, loss, or strict liability (as set forth in subsections (i) – (v) above) arises directly or indirectly from Contractor's performance of this Agreement, including, but not limited to, Contractor's use of facilities or equipment provided by City or others, regardless of the negligence of, and regardless of whether liability without fault is imposed or sought to be imposed on City, except to the extent that such indemnity is void or otherwise unenforceable under applicable law, and except where such loss, damage, injury, liability or claim is the result of the active negligence or willful misconduct of City and is not contributed to by any act of, or by any omission to perform some duty imposed by law or agreement on Contractor, its subcontractors, or either's agent or employee. Contractor shall also indemnify, defend and hold City harmless from all suits or claims or administrative proceedings for breaches of federal and/or state law regarding the privacy of health information, electronic records or related topics, arising directly or indirectly from Contractor's performance of this Agreement, except where such breach is the result of the active negligence or willful misconduct of City. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs and City's costs of investigating any claims against the City.

In addition to Contractor's obligation to indemnify City, Contractor specifically acknowledges and agrees that it has an immediate and independent obligation to defend City from any claim which actually or potentially falls within this indemnification provision, even if the allegations are or may be

groundless, false or fraudulent, which obligation arises at the time such claim is tendered to Contractor by City and continues at all times thereafter.

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

## **Article 6      Liability of the Parties**

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

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

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

## **Article 7      Payment of Taxes**

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

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

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

**7.2.2**           Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that the creation, extension, renewal, or assignment of this Agreement may

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

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

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

7.3 **Withholding.** Contractor agrees that it is obligated to pay all amounts due to the City under the San Francisco Business and Tax Regulations Code during the term of this Agreement. Pursuant to Section 6.10-2 of the San Francisco Business and Tax Regulations Code, Contractor further acknowledges and agrees that City may withhold any payments due to Contractor under this Agreement if Contractor is delinquent in the payment of any amount required to be paid to the City under the San Francisco Business and Tax Regulations Code. Any payments withheld under this paragraph shall be made to Contractor, without interest, upon Contractor coming back into compliance with its obligations.

## **Article 8 Termination and Default**

### **8.1 Termination for Convenience**

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

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

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

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

(c) At City’s direction, assigning to City any or all of Contractor’s right, title, and interest under the orders and subcontracts terminated. Upon such assignment, City shall

have the right, in its sole discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.

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

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

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

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

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

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

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

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

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

8.1.5 In arriving at the amount due to Contractor under this Section, City may deduct: (i) all payments previously made by City for Services covered by Contractor's final invoice; (ii) any claim which City may have against Contractor in connection with this Agreement; (iii) any invoiced costs or expenses excluded pursuant to the immediately preceding subsection 8.1.4; and (iv) in instances in which, in the opinion of the City, the cost of any Service performed under this Agreement is excessively high due to costs incurred to remedy or replace defective or rejected Services, the difference

between the invoiced amount and City’s estimate of the reasonable cost of performing the invoiced Services in compliance with the requirements of this Agreement.

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

**8.2 Termination for Default; Remedies.**

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

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

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

(b) Contractor fails or refuses to perform or observe any other term, covenant or condition contained in this Agreement, including any obligation imposed by ordinance or statute and incorporated by reference herein, and such default is not cured within ten days after written notice thereof from City to Contractor. If Contractor defaults a second time in the same manner as a prior default cured by Contractor, City may in its sole discretion immediately terminate the Agreement for default or grant an additional period not to exceed five days for Contractor to cure the default.

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

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

8.2.2 On and after any Event of Default, City shall have the right to exercise its legal and equitable remedies, including, without limitation, the right to terminate this Agreement or to seek specific performance of all or any part of this Agreement. In addition, where applicable, City shall



have the right (but no obligation) to cure (or cause to be cured) on behalf of Contractor any Event of Default; Contractor shall pay to City on demand all costs and expenses incurred by City in effecting such cure, with interest thereon from the date of incurrence at the maximum rate then permitted by law. City shall have the right to offset from any amounts due to Contractor under this Agreement or any other agreement between City and Contractor: (i) all damages, losses, costs or expenses incurred by City as a result of an Event of Default; and (ii) any liquidated damages levied upon Contractor pursuant to the terms of this Agreement; and (iii), any damages imposed by any ordinance or statute that is incorporated into this Agreement by reference, or into any other agreement with the City.

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

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

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

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

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

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

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

## **Article 9 Rights In Deliverables**

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

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

## **Article 10 Additional Requirements Incorporated by Reference**

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

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

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

10.4 **Consideration of Salary History.** Contractor shall comply with San Francisco Administrative Code Chapter 12K, the Consideration of Salary History Ordinance or "Pay Parity Act." Contractor is prohibited from considering current or past salary of an applicant in determining whether to hire the applicant or what salary to offer the applicant to the extent that such applicant is applying for employment to be performed on this Agreement or in furtherance of this Agreement, and whose application, in whole or part, will be solicited, received, processed or considered, whether or not through an interview, in the City or on City property. The ordinance also prohibits employers from (1) asking such applicants about their current or past salary or (2) disclosing a current or former employee's salary history without that employee's authorization unless the salary history is publicly available. Contractor is subject to the enforcement and penalty provisions in Chapter 12K. Information about and the text of Chapter 12K is available on the web at <https://sfgov.org/olse/consideration-salary-history>. Contractor is required to comply with all of the applicable provisions of 12K, irrespective of the listing of obligations in this Section.

#### 10.5 **Nondiscrimination Requirements**

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

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

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

10.7 **Minimum Compensation Ordinance.** If Administrative Code Chapter 12P applies to this contract, Contractor shall pay covered employees no less than the minimum compensation required by San Francisco Administrative Code Chapter 12P, including a minimum hourly gross compensation, compensated time off, and uncompensated time off. Contractor is subject to the enforcement and penalty provisions in Chapter 12P. Information about and the text of the Chapter 12P is available on the web at <http://sfgov.org/olse/mco>. Contractor is required to comply with all of the applicable provisions of 12P, irrespective of the listing of obligations in this Section. By signing and executing this Agreement, Contractor certifies that it complies with Chapter 12P.

10.8 **Health Care Accountability Ordinance.** If Administrative Code Chapter 12Q applies to this contract, Contractor shall comply with the requirements of Chapter 12Q. For each Covered

Employee, Contractor shall provide the appropriate health benefit set forth in Section 12Q.3 of the HCAO. If Contractor chooses to offer the health plan option, such health plan shall meet the minimum standards set forth by the San Francisco Health Commission. Information about and the text of the Chapter 12Q, as well as the Health Commission's minimum standards, is available on the web at <http://sfgov.org/olse/hcao>. Contractor is subject to the enforcement and penalty provisions in Chapter 12Q. Any Subcontract entered into by Contractor shall require any Subcontractor with 20 or more employees to comply with the requirements of the HCAO and shall contain contractual obligations substantially the same as those set forth in this Section.

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

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

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

**10.12 Reserved. (Slavery Era Disclosure)**

**10.13 Working with Minors.** In accordance with California Public Resources Code Section 5164, if Contractor, or any subcontractor, is providing services at a City park, playground,

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

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

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

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

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

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

#### 10.17 **Distribution of Beverages and Water.**

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

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

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

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

## Article 11 General Provisions

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

To CITY:	Office of Contract Management and Compliance Department of Public Health  101 Grove Street, Room 410 San Francisco, California 94102	e-mail:	cynthia.wu@sfdph.org
And:	Alice Kurniadi OFFICE OF MANAGED CARE 375 LAGUNA HONDA BLVD, A100 ANNEX SAN FRANCISCO, CA 94116	e-mail:	alice.kurniadi@sfdph.org
To CONTRACTOR:	JOHN GRGURINA JR. 50 BEALE STREET, 12 <sup>TH</sup> FLOOR SAN FRANCISCO, CA 94105	e-mail:	jrggurina@sfdph.org

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

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

11.3 **Incorporation of Recitals.** The matters recited above are hereby incorporated into and made part of this Agreement.

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

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

11.6           **Dispute Resolution Procedure.**

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

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

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

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

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

11.10           **Compliance with Laws.** Contractor shall keep itself fully informed of the City’s Charter, codes, ordinances and duly adopted rules and regulations of the City and of all state, and federal laws in any manner affecting the performance of this Agreement, and must at all times comply with such

local codes, ordinances, and regulations and all applicable laws as they may be amended from time to time.

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

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

11.13 **Order of Precedence.** Contractor agrees to perform the services described below in accordance with the terms and conditions of this Agreement, and implementing task order. Should there be a conflict of terms or conditions, this Agreement and any implementing task orders shall control over any Contractor's pre-printed terms.

11.14 **Notification of Legal Requests.** Contractor shall immediately notify City upon receipt of any subpoenas, service of process, litigation holds, discovery requests and other legal requests ("Legal Requests") related to all data given to Contractor by City in the performance of this Agreement ("City Data" or "Data"), or which in any way might reasonably require access to City's Data, and in no event later than 24 hours after it receives the request. Contractor shall not respond to Legal Requests related to City without first notifying City other than to notify the requestor that the information sought is potentially covered under a non-disclosure agreement. Contractor shall retain and preserve City Data in accordance with the City's instruction and requests, including, without limitation, any retention schedules and/or litigation hold orders provided by the City to Contractor, independent of where the City Data is stored.

## **Article 12 Department Specific Terms**

### **12.1 Third Party Beneficiaries.**

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

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

## **Article 13 Data and Security**

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



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

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

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

13.3 **Business Associate Agreement.**

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

**The parties acknowledge that CONTRACTOR will:**

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

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

- a. **Appendix E** SFDPH Business Associate Agreement (BAA) (04-12-2018)
  1. SFDPH Attestation 1 PRIVACY (06-07-2017)
  2. SFDPH Attestation 2 DATA SECURITY (06-07-2017)

2.  **NOT do any of the activities listed above in subsection 1;**  
Contractor is not a Business Associate of CITY/SFDPH. Appendix E and attestations are not required for the purposes of this Agreement.

#### 13.4 Management of City Data and Confidential Information

13.4.1 **Access to City Data.** City shall at all times have access to and control of all data given to Contractor by City in the performance of this Agreement (“City Data” or “Data”), and shall be able to retrieve it in a readable format, in electronic form and/or print, at any time, at no additional cost.

13.4.2 **Use of City Data and Confidential Information.** Contractor agrees to hold City's Confidential Information received from or created on behalf of the City in strictest confidence. Contractor shall not use or disclose City's Data or Confidential Information except as permitted or required by the Agreement or as otherwise authorized in writing by the City. Any work using, or sharing or storage of, City's Confidential Information outside the United States is subject to prior written authorization by the City. Access to City's Confidential Information must be strictly controlled and limited to Contractor’s staff assigned to this project on a need-to-know basis only. Contractor is provided a limited non-exclusive license to use the City Data or Confidential Information solely for performing its obligations under the Agreement and not for Contractor’s own purposes or later use. Nothing herein shall be construed to confer any license or right to the City Data or Confidential Information, by implication, estoppel or otherwise, under copyright or other intellectual property rights, to any third-party. Unauthorized use of City Data or Confidential Information by Contractor, subcontractors or other third-parties is prohibited. For purpose of this requirement, the phrase “unauthorized use” means the data mining or processing of data, stored or transmitted by the service, for commercial purposes, advertising or advertising-related purposes, or for any purpose other than security or service delivery analysis that is not explicitly authorized.

13.4.3 **Disposition of Confidential Information.** Upon termination of Agreement or request of City, Contractor shall within forty-eight (48) hours return all Confidential Information which includes all original media. Once Contractor has received written confirmation from City that Confidential Information has been successfully transferred to City, Contractor shall within ten (10) business days purge all Confidential Information from its servers, any hosted environment Contractor has used in performance of this Agreement, work stations that were used to process the data or for production of the data, and any other work files stored by Contractor in whatever medium. Contractor shall provide City with written certification that such purge occurred within five (5) business days of the purge.

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

## **Article 14 MacBride And Signature**

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

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

**CITY**

**CONTRACTOR**

Recommended by:

San Francisco Community Health Authority

\_\_\_\_\_  
Grant Colfax, MD  
Director of Health  
Department of Public Health

\_\_\_\_\_  
John F. Grgurina, Jr  
CEO  
50 Beale Street, 12<sup>th</sup> Floor  
San Francisco, CA 94105

Supplier ID: 0000011607

Approved as to Form:

Dennis J. Herrera  
City Attorney

By: \_\_\_\_\_  
Virginia Elizondo  
Deputy City Attorney

Approved:

\_\_\_\_\_  
Alaric Degrafinried  
Director of the Office of Contract Administration, and  
Purchaser

**Appendices**

- A: Scope of Services
- B: Calculation of Charges
- C: Reserved
- D: Reserved
- E: Business Associate Agreement
- F: Sample Invoice

**APPENDIX A.**  
**SF City Option Program**  
**Third Party Administrative Scope of Work**

**1. TERMS**

A. Scope of Work Administrator:

In performing the Services hereunder, Contractor shall report to the Director of Managed Care.

**Director of Managed Care**  
**San Francisco Health Network**  
**Managed Care Office, Box 16**  
**375 Laguna Honda Boulevard**  
**San Francisco, California 94116**

B. Definitions:

The following definitions apply to this Agreement:

“**DPH**” means San Francisco Department of Public Health.

“**Employer Spending Requirement or ESR**” refers to the sum total of required health care expenditures that a covered employer must make for all of its covered employees created under the City’s Health Care Security Ordinance, S.F. Administrative Code Chapter 14.

“**Healthy SF**” or “**Healthy San Francisco**”, refers to the Health Access Program created under the City’s Health Care Security Ordinance, S.F. Administrative Code Chapter 14. Healthy SF (HSF) was established in 2007 as an SF City Option program that provides access to health care services for eligible uninsured residents of the City and County of San Francisco.

“**SF City Option**” means the health care program created under the City’s Health Care Security Ordinance, administered by the City through DPH and comprised of the Healthy SF, SF MRA and SF Covered MRA programs.

“**SF Covered MRA**”, launched in November 2016 as an SF City Option program that provides financial assistance to eligible employees who purchase insurance through Covered California.

“**SF Medical Reimbursement Account**” or “**SF MRA**”, refers to the public health benefit created under the City’s Health Care Security Ordinance, S.F. Administrative Code Chapter 14. SF MRA was established in 2007 as an SF City Option program that reimburses eligible employees for eligible health care expenditures.

“**Services**” means the work performed by Contractor under this Agreement, including all services, labor, supervision, materials, equipment, actions, and other requirements to be performed and furnished by Contractor under this Agreement.

**“Third Party Administrator (TPA) Contract”** means the contract between the City and Contractor for the administration of the SF City Option and Healthy SF programs.

C. Reports:

Contractor shall submit written reports to the City quarterly, including but not limited to reports on Employer contributions, MRA expenditures, and program expenses. . 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 electronically or on recycled paper and printed on double-sided pages to the maximum extent possible.

D. Evaluation:

Contractor shall participate as requested by (i) the City in finance and program compliance audits conducted by the City through its Controller’s Office yearly or other frequency as determined by the City and agreed upon by Contractor or (ii) the State and/or Federal government in evaluative studies designed to show the effectiveness of Contractor’s Services and the funds flow and integrity of the overall SF City Option program. Contractor agrees to meet the requirements of, and participate in, the evaluation program and management information systems of the City. The City agrees that any final written reports generated through the evaluation program shall be made available to Contractor within thirty (30) working days. Contractor may submit a written response within thirty (30) working days of receipt of any evaluation report and such response will become part of the official evaluation report.

E. Possession of Licenses/Permits:

Contractor warrants it possesses 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.

F. Adequate Resources:

Contractor agrees that it has secured, or shall secure, 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.

G. 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."

**2. DESCRIPTION OF SERVICES**

Detailed descriptions of services are listed below in Section 4.

**3. GOAL STATEMENT**

This Agreement will enable the City, through DPH, to enter into an agreement with Contractor as a third-party administrator to provide administrative functions for the SF City Option program including: SF MRA and SF Covered MRA program.

**4. SERVICES, DELIVERABLES AND MEASURABLE OBJECTIVES**

*A. Program Management & Administration:*

SFCHA Program Management will ensure execution of all TPA functions, including core services, priority initiatives, and program expansions or changes. Contractor will oversee all SF City Option Program operations including vendor management, enrollment and eligibility functionality, employer liaison and training activities, and coordination with the Office of Labor Standards Enforcement.

Contractor will provide policy analysis and support for program recommendations at the request of DPH. They will oversee and coordinate activities as part of the SF City Option Account Monitoring Program, including setting up regularly scheduled Account Monitoring Committee meetings and reporting.

SFCHA will support the DPH in developing and maintaining policies and procedures, including regular review and updates as required. SFCHA will oversee vendor procurement and management for services supporting SF City Option program operations and administration. Vended services include SF MRA/SF Covered MRA administration, skip tracing, electronic funds transfer (EFT), and online forms development and processing.

No.	Deliverable	Due Date
A.1	Ensure on-time delivery of 8 monthly, 3 quarterly and 1 annual reports to the DPH.	July 2020 - June 2025
A.2	Provide DPH a comprehensive program budget for the next fiscal year by end of December of current FY or within timeline mutually agreed upon by DPH and SFCHA.	December annually
A.3	Support annual contract for Third Party Administrator Services and manage program expenditures.	July 2020 - June 2025
A.4	Support DPH implementation of priority projects for the SF City Option program.	July 2020 - June 2025
A.5	Manage vendor procurement and oversight.	July 2020 - June 2025
A.6	Manage and oversee the SF City Option Account Monitoring Program. Coordinate regular SF City Option Account Monitoring Committee meetings at least quarterly.	July 2020 - June 2025

No.	Deliverable	Due Date
A.7	Ensure delivery of quarterly Account Monitoring Reports to the DPH.	July 2020 - June 2025
A.8	Develop and maintain SF City Option program policies and procedures. Review and update program policies and procedures on an as-needed basis and review such documents at least once a year.	July 2020 - June 2025
A.9	Support DPH in the development of policy and program change recommendations. Develop a proposal for evaluation and changes to SF City Option benefits as part of the 20-21 Budget.	January 2020
A.10	Participate in the City's program finance and compliance audits, annually and every three (3) years, respectively. Timely provide the necessary information to the City to complete the audits.	July 2020 - June 2025
A.12	Resolve SF City Option Program participant complaints within 45 days. Escalate participant complaints to DPH as needed in accordance with program policy.	July 2020 - June 2025
A.13	Respond to media and stakeholder inquiries under direction of DPH as appropriate.	July 2020 - June 2025
A.14	Collaborate with DPH/CCSF IT and other relevant department on program or policy changes, as necessary.	July 2020 - June 2025
A.15	Manage all SF City Option Program operations, including vendor procurement, enrollment and eligibility functionality, timely payment and service level oversight	July 2020 - June 2025

*B. Product Management & Analytics*

SFCHA Product Management & Analytics will provide support for the oversight and administration of applications supporting SF City Option, development of annual and ad hoc enrollment and projections, and analysis of program data or other ad hoc analyses at the request of the DPH.

SFCHA will provide coordination and support for the day-to-day functionality of the applications supporting SF City Option, which may include working with vendors to manage implementation of bug fixes and new features. SFCHA will lead regular releases for software fixes and enhancements, ensuring adequate and coordinated user testing, communication, training, and support to users on new features and issues. Applications that SFCHA will oversee and manage include:

- **PBS:** SFCHA maintains an internal and proprietary billing system supporting HSF. They will ensure the timely and accurate processing of discounts on participant fees for HSF participants who enrolled in SF City Option.
- **ESR Administrative Portal:** SFCHA maintains an internal and proprietary tool supporting SF MRA and SF Covered MRA daily operations, including enrollment, account maintenance and monitoring, and customer service.
- **ESR Employer Portal:** SFCHA maintains an internal and proprietary website that allows SF City Option employers to create, upload, and update rosters and to pay contributions through a third party vendor.
- **Appointment Scheduling System (TimeTrade):** SFCHA oversees the application used for appointment scheduling at the SFHP Service Center.



SFCHA will provide analytic support for SF City Option including producing annual enrollment projections, reviewing HSF, SF Covered MRA and SF MRA data and contributing to the SF City Option monthly, quarterly, and annual operations reports. SFCHA will also provide ad hoc reports or analysis as requested by the DPH.

<b>No.</b>	<b>Deliverable</b>	<b>Due Date</b>
B.1	Manage reporting and prioritization of bugs and new features for ESR Portals and provide user acceptance testing (UAT) on release items.	July 2020 - June 2025
B.2	Provide communication, training, and support to users on new features and issues.	July 2020 - June 2025
B.4	Develop and update documentation of technical needs for SF City Option eligibility and enrollment systems.	July 2020 - June 2025
B.5	Coordinate and lead regular Coverage Programs releases, ensuring timely and efficient bug fixes and implementation of system enhancements.	July 2020 - June 2025
B.6	Provide SF City Option program enrollment estimates within timeline mutually agreed upon by DPH and SFCHA.	July 2020 - June 2025
B.7	Prepare ad hoc data and analytics requests within timeline mutually agreed upon between DPH and SFCHA.	July 2020 - June 2025
B.8	Coordinate with MRA vendor to ensure streamlined and accurate data interchange for management of SF Covered MRA and SF MRA.	July 2020 - June 2025

*C. Finance Management & Oversight*

Contractor will (1) provide financial reporting monthly, quarterly, and annually using methodology agreed upon by DPH, the SF Controller, and Contractor, and (2) transfer funds to the City as directed by DPH. Contractor will implement and oversee the funds flow including but not limited to tracking (i) employer contributions assigned to HSF, SF Covered MRA and SFMRA, (ii) SF Covered MRA and SFMRA subsidies provided to and spent by participants, and (iii) unspent SF Covered MRA and SFMRA funds.

SFCHA will support DPH to develop and implement SFCO funds flow process agreed to by DPH and SFHP to ensure: (1) employer contributions are deposited into City designated bank account timely, (2) appropriate funds are withdrawn from City designated bank account to replenish payments made to vendors for SFCO program operations from SFHP accounts; (3) provide monthly balance reporting as close as possible to end of the month.

<b>No.</b>	<b>Deliverable</b>	<b>Due Date</b>
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<b>No.</b>	<b>Deliverable</b>	<b>Due Date</b>
C.1	Monitor and report on employer contributions made to SF City Option. Include details on SF City Option Program finances including 1) Employer Contribution Pool, and 2) SF Covered MRA and SF MRA contributions and accounts, in SFHP's three (3) quarterly and one (1) annual report to DPH.	July 2020 - June 2025
C.2	Ensure accurate assignment of employer contributions to HSF, SF Covered MRA and SFMRA based on participant enrollment.	July 2020 - June 2025
C.3	Manage transfer of funds to City.	July 2020 - June 2025
C.4	Produce a monthly balance sheet of all existing SF City Option programs.	July 2020 - June 2025
C.5	Provide financial analysis to support SF City Option program planning efforts	July 2020 - June 2025
C.6	Participate and support DPH with SF City Option program audit activities conducted by CCSF	July 2020 - June 2025

*D. Customer Service:*

Contractor will operate a customer service center and handle and track program inquiries from current and prospective participants and employers. The customer service center will respond to phone and email inquiries, process incoming feedback and complaints, conduct pre-screening for program eligibility and schedule enrollment or renewal appointments, and update participant information. The customer service center will also conduct outbound calls as needed to resolve participant issues.

<b>No.</b>	<b>Deliverable</b>	<b>Due Date</b>
D.1	Maintain customer service center with expected call volume tied to enrollment.	July 2020 - June 2025
D.2	Ensure customer service center staff has English, Chinese, and Spanish language capacity and provide timely access to language line services to support most languages, including Tagalog, when requested.	July 2020 - June 2025

*E. Enrollment & Outreach*

Contractor will serve as the sole enrollment and renewal site for SF City Option employees, providing in-person assistance for employees enrolling in HSF and SF Covered MRA. They will ensure accurate screening and eligibility determination for employees, helping them to enroll in the appropriate SF City Option benefit they are eligible for. Contractor will also refer participants and prospective participants to other health coverage programs that they might be eligible for as appropriate.

SFCHA will support and coordinate comprehensive training for staff supporting the SF City Option, including both internal SFCHA employees as well as external vendor staff serving participants (e.g. MRA vendor). Contractor will develop and maintain training curricula, reference

guides and documentation, and presentations to facilitate and deliver frequent and effective trainings.

Contractor will assist DPH in the development of a comprehensive SF City Option employee outreach strategy. This includes engagement with consultants to identify and collect program needs and participant experiences to inform direction. SFCHA will support the DPH in the delivery of SF City Option outreach to employees in order to educate them on program benefits and maximize participation.

SFCHA will provide direct support and customer service to prospective and participating employers. SFCHA will partner closely with the Office of Labor Standards & Enforcement (OLSE) and refer employees and employers when applicable or necessary. SFCHA will provide regular employer webinars and offer on-site assistance when requested. They will coordinate and deliver on-site presentations for employees upon request and provide SF City Option presentations or representation at events as requested.

<b>No.</b>	<b>Deliverable</b>	<b>Due Date</b>
E.1	Provide in-person application and enrollment assistance to SF City Option employees.	July 2020 - June 2025
E.2	Provide training to all staff supporting SF City Option, including internal SFCHA employees as well as external staff.	July 2020 - June 2025
E.3	Assist DPH in development of a comprehensive employee outreach strategy to maximize program participation and benefit utilization.	July 2020 - June 2025
E.4	Conduct SF City Option employee outreach, including education to employees on benefits, eligibility and program changes.	July 2020 - June 2025
E.5	Provide direct support and customer service to participating employers	July 2020 - June 2025
E.6	Provide monthly and ad hoc employer webinars and on-site employee presentations as requested	July 2020 - June 2025
E.7	Deliver SF City Option presentations and/or provide SF City Option representation at events, as requested.	July 2020 - June 2025

**F. Information Technology:**

SFCHA will maintain the infrastructure and interfaces for systems and applications required to support SF City Option operations, including interfaces with vendors (i.e. MRA vendor), ongoing maintenance of internal systems, and routine processing of eligibility and enrollment data and storage in the data warehouse.

SFCHA will also develop and manage security and risk operations, including establishment of a risk management program and ongoing assessment of technology risks and remediations. They will provide oversight and maintenance of information technology systems in conformance to federal and state medical privacy laws.

No.	Deliverable	Due Date
F.1	Maintain ESR Employer Portal and ESR Administration Portal to support daily SF City Option operations.	July 2020 - June 2025
F.2	Maintain interface to process and store Program Finder Form data used to determine eligibility and enroll eligible participants in SF MRA.	July 2020 - June 2025
F.3	Provide development support for bug fixes and enhancements to the ESR Employer Portal and ESR Administration Portal as part of Coverage Programs Releases.	July 2020 - June 2025
F.4	Maintain accounting systems to support financial tracking, reconciliation, and reporting.	July 2020 - June 2025
F.5	Maintain systems that receive, send, and reconcile SF MRA and SF Covered MRA deposit and participant demographic information to and from the Medical Reimbursement Account vendor.	July 2020 - June 2025
F.6	Maintain systems to support program operational and financial reporting, and provide data reporting and analytics.	July 2020 - June 2025
F.8	Operate Employer Portal and ESR Administrative Portal for SF City Option with 99% up time.	July 2020 - June 2025
F.9	Implement data de-identification software for SF City Option participants to de-identify PHI for testing and data validation purposes	July 2020 - June 2025
F.10	Implement formal IT risk management program of SF City Option systems infrastructure and practices.	July 2020 - June 2025
F.11	Maintain functions within the ESR Administrative Portal to support HSF employer contribution assignments and HSF fee discounts.	July 2020 - June 2025

*G. Marketing & Communications*

SFCHA will produce participant materials including providing design, translation, printing, postage, and mailing services. SFCHA will ensure translation of SF City Option participant collateral and material into Chinese, Spanish, and Tagalog as needed. Contractor will work with DPH to conduct targeted outreach and media or public relations activities as requested by DPH.

Contractor will perform outreach and communications activities for all SF City Option programs starting July 2020. Contractor will produce participant materials including design, translation, printing, postage, and delivery via electronic or physical means. Contractor will work with DPH to conduct targeted outreach and media or public relations activities as requested by DPH.

No.	Deliverable	Due Date
G.1	Update and disseminate SF City Option participant materials, including welcome letters, participant handbooks, deactivation notices, renewal notices, funds forfeiture notices, and any ad hoc communications as needed.	July 2020 - June 2025
G.2	Update and/or create new SF City Option collateral used to	July 2020 - June 2025

No.	Deliverable	Due Date
	communicate information about SF City Option program updates to prospective participants, community organizations, providers, and other key stakeholders. Includes on-demand materials requests from DPH.	
G.3	Maintain SF City Option content on the SF City Option website.	July 2020 - June 2025
G.4	Assist in targeted outreach and media or public relations campaigns under direction of DPH as requested.	July 2020 - June 2025

*H. Operations Management*

Operations Management represents the cost of the SFHP management team staff that train, supervise and manage SF City Option dedicated staff. This cost reflects the proportional salary and benefits costs of management team staff.

Deliverables:

No.	Deliverable	Due Date
H.1	Supervision, training and management of 43.75 FTE staff that fulfill SF City Option program services.	July 2020 - June 2025

## 5. EVALUATION OF SERVICES AND DELIVERABLES

Contractor will be evaluated on the following performance standards:

	<b>Function</b>	<b>Contractor Performance Standards</b>
A	Program Management & Administration	<ul style="list-style-type: none"> <li>• Provide 8 monthly, 3 quarterly, and 1 annual reports to the DPH within agreed upon timelines.</li> <li>• Implement priority projects at the direction of DPH.</li> <li>• Resolve SF City Option participant complaints within 45 days.</li> <li>• Ensure funds are available to participants within 3 weeks of enrollment.</li> <li>• Participate in annual review of policies and procedures for SF City Option programs.</li> <li>• Participate in the City’s program finance and compliance audits, annually and every three (3) years, respectively. Timely provide the necessary information to the City to complete the audits.</li> <li>• Support DPH in implementation of priority projects for SF City Option Program, including development of projections, project management, financial forecasting, stakeholder outreach, development of project plans and roadmaps, and other administrative functions as required.</li> <li>• Oversee activities performed as part of the SF City Option Account Monitoring Program, including coordination of Account Monitoring Committee meetings at least quarterly.</li> </ul>
B	Product Management & Analytics	<ul style="list-style-type: none"> <li>• Manage bug and new feature backlog and provide user acceptance testing (UAT) on coverage programs release items</li> <li>• Support user access to systems used for SF City Option, including the ESR Administrative Portal.</li> <li>• Produce annual SF City Option enrollment estimates within agreed upon timelines.</li> <li>• Response to ad hoc programmatic, data and analytical requests within agreed upon timelines.</li> </ul>
C	Finance Management & Oversight	<ul style="list-style-type: none"> <li>• Produce quarterly balance sheet report on SF City Option employer contributions and activity to the DPH.</li> </ul>
D	Customer Service	<ul style="list-style-type: none"> <li>• Call abandonment rate of 5% or less.</li> <li>• Percentage of calls answered in less than 30 seconds: 88% and above.</li> <li>• Provide English, Chinese and Spanish speaking customer service center staff and access to language line services to support most languages, including Tagalog, upon request.</li> </ul>
E	Enrollment & Outreach	<ul style="list-style-type: none"> <li>• Provide SF Covered MRA renewal appointments and reminder outreach for participants.</li> <li>• Process all submitted Program Finder forms within 5 business days.</li> <li>• Provide enrollment and renewal appointments for SF City Option employees within 2 weeks, or within 4 weeks during Open Enrollment.</li> <li>• Manage, prepare and conduct training for SF City Option internal and external staff</li> <li>• Assist DPH in conducting employee outreach to educate participants about SF City Option benefits and maximize program participation.</li> </ul>

	Function	Contractor Performance Standards
F	Information Technology	<ul style="list-style-type: none"> <li>• Maintain eligibility and enrollment systems supporting SF City Option operations.</li> <li>• Process and store Program Finder Form data and ensure timely and accurate contribution assignment and program enrollment resulting from form processing.</li> <li>• Ensure the Employer Portal is available to process employer contributions and assign contributions to SF City Option programs.</li> <li>• Ensure the ESR Administration Portal is available to Contractor's staff for program enrollment and management.</li> <li>• Ensure timely and accurate delivery of SF City Option Program deposits and employee demographic information to Medical Reimbursement Account vendor.</li> </ul>
G	Marketing & Communications	<ul style="list-style-type: none"> <li>• Mail program information to all new program participants within 1-3 weeks of enrollment.</li> <li>• Update SF City Option website with information about program changes within 7 business days of receiving information.</li> <li>• Maintain updated communication materials on a timely basis.</li> </ul>
H	Operations Management	<ul style="list-style-type: none"> <li>• Supervise, manage and train 43.75 FTEs dedicated to SF City Option program</li> </ul>

#### 4. PROGRAM STAFFING

No.	Function(s)	Activity	FTEs
A.	Program and Product Management	Oversight and management of SF City Option administrative services, implementation of priority projects, account monitoring oversight, response to participant complaints, vendor management, budget/contract. Manage applications/products supporting SF City Option operations, provide enrollment estimates, reporting and ad hoc analyses.	20.75
C.	Finance Management & Oversight	Oversee employer contribution assignment and accounting, transfers to DPH, quarterly balance sheet reporting and bank reconciliation.	1.00
D.	Customer Service	Operation of call center/customer services.	8.00
E.	Enrollment & Outreach	Provide application and enrollment assistance, support employee education and outreach, customer service and assistance for participating employers, and training for internal and external SF City Option staff.	5.25
F.	Information Technology	Develop and maintain necessary information technology systems and support	7.00
G.	Marketing & Communications	Develop, produce and disseminate communications and outreach materials for the program	2.50
		<b>Total FTE</b>	<b>44.50</b>

**APPENDIX A.1**  
**SF City Option Subcontractors**

The following represents the list of vendor functions that SFHP is contracted with for services supporting the SF City Option. The contractor will inform and receive approval from SFDPH prior to engaging into contract with selected vendor.

<b>Function</b>	<b>Services</b>
MRA Vendor	<ul style="list-style-type: none"> <li>• Administration of SF MRA and SF Covered MRAs</li> <li>• Customer Service for SF MRA/SF Covered MRA participants</li> <li>• Web portal and mobile app management</li> <li>• Claims processing and payments</li> <li>• Data management and reporting</li> </ul>
Electronic Funds Transfer	<ul style="list-style-type: none"> <li>• Electronic funds transfer (EFT) services which allow employers to make online payments to the SF City Option</li> </ul>
Online Forms	<ul style="list-style-type: none"> <li>• Online form development and processing for Program Finder Form (Eligibility screening and SF MRA enrollment processes), participant feedback forms, Identity Verification forms.</li> </ul>
Skip Tracer	<ul style="list-style-type: none"> <li>• Skip tracing services to identify updated participant contact information for outreach</li> </ul>



## **Appendix B Calculation of Charges**

### **1. Method of Payment**

A. 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. In no event shall the amount of this Agreement exceed **Forty Nine Million Fifty Four Thousand Three Hundred Fifty Seven Dollars (\$49,054,357)**.

B. Contractor understands that, of the maximum dollar obligation listed in Section 3.3.1 of this Agreement, **Five Million Two Hundred Fifty Five Thousand Eight Hundred Twenty Four Dollars (\$5,255,824)** 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.

C. Contractor agrees to comply with its Budget as shown in Appendix B in the provision of Services. Changes to the charges 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. 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.

E. The parties acknowledge that this Program and its budget are based on good faith enrollment and cost projections but there is some uncertainty regarding the expenses that will be incurred by Contractor. Accordingly, the parties agree to meet as needed, but no less than quarterly, to review contract expenditures and participant enrollment. In the event that expenditures incurred by Contractor or payments made to non-City providers exceed the amount set forth in Appendix B, the parties shall negotiate in good faith regarding ways to reduce costs, re-allocate dollars within the budget, delay enrollment of new program participants, or add additional dollars to the budget. If Contractor notifies City that its expenses or payments to non-City providers exceeds twenty percent (20%) of the contract budget and City fails to rectify the situation within thirty (30) days, then Contractor may make decisions regarding reductions in services so that expenditures are reduced to no more than twenty percent (20%) over the contract budget. 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 Director as being in accordance with this Agreement. City may withhold payment to Contractor in any instance in which Contractor has failed or refused to satisfy any material obligation provided for under this Agreement.

### **2. Program Budgets and Final Invoice**

A. The Program Budget Summary is listed below.

## Program Summary

### Personnel Details

	FTE	FY20-21	FY21-22	FY22-23	FY23-24	FY24-25
Personnel Total	44.50	\$5,974,805	\$6,183,923	\$6,400,360	\$6,624,373	\$6,856,226

### Program Policy Staff:

The **Officer, Policy Development and Coverage Programs** is responsible for ensuring the execution of third party administrator (TPA) services and serving as the primary liaison to the DPH. This includes interfacing with the DPH on policy and procedural issues, managing the TPA contract and budget and administering private provider contracting. The **Director, Policy Development and Coverage Programs** oversees the Product Management Unit, supervises the Senior Manager, Product Management, provides strategic direction and leadership for SF City Option data, analytics and evaluation efforts. The **Director, Coverage Programs** supervises the coverage programs and SF City Option management, provides strategic and operational direction for these programs and ensures all contract requirements are met. The **Sr. Manager, SF City Option** oversees operations for the SF City Option program. The Sr. Manager oversees the implementation of strategic initiatives and ensures that administrative functions performed by the SF City Option team are delivered in a high quality, timely, and efficient manner. This position contributes to annual contract and budgeting, and manages vendor relationships. The **Manager, SF City Option** leads a core team responsible for all daily operations, ensuring that program goals are completed in a high quality, timely, and efficient manner, and that exemplary service is provided to program participants and SF DPH. The Manager resources and manages strategic initiatives and supports vendor management and contracting. The **SF City Option Program Managers** execute daily operations for SF City Option, respond to escalations and inquiries, ensure business documents are created and updated, and lead development of new collateral and outreach to participants. The Program Managers ensure accurate application of SF City Option policies and procedures for eligibility and enrollment and work with internal resources, including product management, ITS, finance, and project management, on executing key initiatives for policy changes and program improvements. The **SF CO Specialists** provide direct customer service, responding to employee and employer inquiries, conducting employer and employee trainings by webinar and in-person supports account monitoring activities such as review of reimbursements/claims, reporting suspicious activity, outreaching to impacted employees, verifying identify, and assisting with case management activities to reinstate participant access to their SF MRAs. The **SF City Option Coordinator** is responsible for providing customer service to SF City Option participants, and assisting SF City Option program management and relationship management with daily operations and special projects. The **Training Program Manager** supports SF City Option program management with guidance and direction for training and outreach efforts including employer webinars, employee presentations, messaging and communications to participants, and internal staff training and onboarding. This position is responsible for creating a comprehensive SF City Option training program, and maintaining standards for training and communication. The **SF CO Project Manager** provides coordination and project management for ongoing program or policy implementations. The **Budget/Contract Specialist** leads and manages the annual budget preparation for SF City Option, supports the execution of annual contract/SOW, ensures timely invoicing and oversight of billed expenses on behalf of SFCHA.

The **Senior Manager, Product Management** oversees the team managing the products and applications supporting the SF City Option, including custom proprietary applications requiring software development (Employer Portal, Admin Portal, Premium Billing System). The position oversees the maintenance and enhancements of these applications, provides vendor management for other services and applications that support the SF City Option, and drives the strategy and direction for data management and user experience. The **SF City Option Product Manager(s)** lead requirements gathering, prioritization of bugs, features and enhancements, testing and deployment of changes as part of regular release cycles. The **Product Specialist** is responsible for reporting and QA support for SF City Option and HSF. The Specialist provides technical support for the collection and review of operational data required for reporting, assist with preparation/QA of mail/call lists for employee communications, demographic reconciliation and exception handling. The **UX Designer** provides support for the management of applications supporting SF City Option. SFHP maintains 2 applications (Employer Portal & ESR Admin Portal) that exclusively support SF City Option. This position provides support & expertise on the usability of the applications to ensure maximized workflow and protection of secure information. The **Monitoring & Evaluation Program Manager** implements SF City Option data and evaluation efforts, including employer, employee level reporting to SF DPH, and development of internal and external metrics and performance indicators. The **Manager, Finance & Analytics** oversees the analytical team providing data management, reporting and analytical support. The position leads implementation of best practices regarding intake and management of MRA claims data and reporting and also oversees financial functions and operations. The **SF CO Analyst(s)** provides program level data and performance analysis for SF City Option as well as required program reporting. The **Coverage Programs Finance Lead** is responsible for managing daily financial processes for SF City Option including employer payment processing, responding to billing issues and inquiries, coordination on payment and financial transactions with third party vendors, and providing customer service to internal and external clients. **The Coverage Programs Coordinator** assists the Finance Lead in operating daily SF City Option financial processes, including billing, customer support, and employer payment processing.

### **Customer Service Call Center Staff:**

**Customer Service Representatives** staff the Customer Service Call Center, providing multi-lingual support for SF City Option employees (at minimum, English, Spanish and Chinese). Representatives provide phone and email responses to inquiries from SF City Option employers and employees eligibility and enrollment processes, program and policy changes. Representatives process incoming complaints, schedule enrollment/renewal appointments at SFCHA, and update participant information in SF City Option systems. The **Customer Services Supervisor** oversees the Customer Service Representatives and provides reporting on Customer Service metrics and deliverables.

### **Program Enrollment and Outreach Staff:**

The **SFCO Relationship Management Lead** is responsible for daily operations related to employer relationship management within the SF City Option program, including being primary liaison to the Office of Labor Standards and Enforcement and employer groups. The Lead collaborates with SF City Option program management to ensure enforcement of existing policy and procedures and recommends changes to processes and design that will help achieve the highest quality customer service to employers participating in SF City Option. The **SF CO Specialist** and **SF CO Coordinator** support the SF CO relationship management effort to improve outreach and education to employers and employees on understanding the SFCO programs and using the benefit through creation of employer templates, materials, establishing and maintaining social media presence, multilingual training and education, webinars, presentations and other marketing channels. **The Enrollment Coordinators** provide application and enrollment assistance for individuals seeking coverage, many who are existing

participants in HSF or SF City Option, but who require eligibility screening to determine the coverage option right for them. The **Manager, Enrollment Services** provides leadership and management of the Enrollment team, ensuring staff are trained and supported in application and enrollment assistance for multiple programs.

### **Information Technology Staff:**

The **Senior Quality Assurance Analysts** provide support and quality review of data collected and stored for SF City Option. The **Senior Report Developer** provides development support for the creation of report used both internally and by the DPH. The **Senior Program Analyst (.net)** provides development support for SF City Option web-based applications including the Employer Portal and Admin Portal. The **Production & Systems Support Specialist** provides assistance to staff in setting up computers, software, phones and other initial IT set up requirements, as well as provide ongoing support and assistance to staff in maintaining office related IT equipment. This includes performing systems and server administration tasks to ensure infrastructure stability and help desk, desktop, server and system administration support. The **Programmer Analysts (ESR & PBS Support, ETL and Reporting)** are primarily responsible for application support and maintenance based on business requirements and specifications. They provide ongoing maintenance and support for SFHP's core ITS systems supporting the ESR Employer Portal, ESR Admin Portal and Premium Billing System (PBS). They are responsible for creating automated Extract, Transform and Load (ETL) protocols and providing ongoing maintenance and support for core ITS systems and processes supporting SF City Option data submission and extraction. The Programmer Analysts also oversee the development and implementation of key security features within the applications such as password resets and user profiles and access.

The **Senior Database Administrator** conducts routine and ad hoc database administration tasks to ensure stability of databases including both transactional databases and the data warehouse. They perform stored procedure development in support of encounter data improvement maintenance. The **Security Analyst** is responsible for monitoring the integrity and security of SF City Option applications, firmware, hardware, and data through SFHP security systems and processes. The Analyst is also responsible for identifying ongoing SF City Option security risks and exposures, determines the causes and assists in remediation and establishment of procedures to halt future incidents.

### **Marketing and Communication Staff:**

The **Associate Account Manager** coordinates the development, translation, and distribution of SF City Option collateral and materials. This position plays a key role in ensuring the efficient and timely tracking, fulfillment, and distribution of all employee and employer materials, and other collateral. They ensure the efficient and timely tracking, fulfillment, and distribution of all SF City Option mailings as well as provide reporting on activities and deliverables. The **Web Designer** is responsible for the maintenance of the SF City Option website, databases and electronic material. The **Sr. Marketing Designer and Marketing Designer** are responsible for creative design for all SF City Option print materials, including branding consistency. They work with the SF City Option program team on creating, designing and annually updating all SF City Option internal and external program materials. The **Marketing Production Specialist** provides copy writing, phone script, e-mail content and project management services to ensure timely fulfillment of SF City Option materials.

### **Finance Staff:**

The **Accountant** position completes bank reconciliation, manages funds transfer, SF City Option invoicing to DPH, tracks Medical Reimbursement Accounts (MRA) fund payments and vendor payments, and provides routine financial reporting to DPH.

**Total Staff Salaries**                    **\$22,306,669**

**Benefits:**

FICA, SUI, Workers’ Compensation, Health and Dental Insurance, Retirement Plan for above positions. The benefits expense is calculated individually by position. Benefit rate is 33.5% of salaries.

Individual personnel costs include personnel and benefit costs. These costs are summations of benefit costs solely.

**Total Benefits on Detailed Staff**                    **\$ 7,472,734**

**Sub-Total Salaries & Benefits**                    **\$ 29,779,403**

**Management Allocation**

Represents the cost of SFHP management team staff that supervises other staff supporting SF City Option. Figure reflects both the salary and benefits costs of management team staff.

	<b>FY20-21</b>	<b>FY21-22</b>	<b>FY22-23</b>	<b>FY23-24</b>	<b>FY24-25</b>
Management Allocation	\$421,501	\$436,253	\$451,522	\$467,325	\$483,682

**Sub Total Management Allocation**                    **\$ 2,260,283**

**Subtotal:**                    **\$ 32,039,685**

**Salary Savings:**

**Annual Salary Savings/ Attrition (7.5%)**

	<b>FY20-21</b>	<b>FY21-22</b>	<b>FY22-23</b>	<b>FY23-24</b>	<b>FY24-25</b>
Salary Savings	\$(448,110)	\$(463,794)	\$(480,027)	\$(496,828)	\$(514,217)

**Less Attrition (7.5%)**                    **\$ (2,402,976)**

**Total Personnel Costs**                    **\$ 29,636,709**

**Operating Expense Details**

**Operations Expense Annual Total Breakdown**

	<b>FY20-21</b>	<b>FY21-22</b>	<b>FY22-23</b>	<b>FY23-24</b>	<b>FY24-25</b>
Operations Expense	\$2,402,607	\$2,530,527	\$2,834,350	\$2,996,450	\$3,397,850

**Administration and Policy**

**Clarizen Software License:** Annual licensing cost for project management software.

**Scheduling Software Annual Subscription:** Monthly maintenance costs for scheduling software system for program enrollment, renewal, MRA assistance and account monitoring appointments.

**Great Plains License Costs:** SFHP uses the Great Plains accounting system and requires 3 annual system licenses.

**Language Software – Health Literacy Advisor:** Software to aid in producing understandable communications for SF City Option at appropriate health literacy and reading levels.

**Helpdesk Software** will provide a secure email ticketing, triage and response system for SF City Option program and OeA users.

**Consulting resources for SFCO employee outreach strategy and implementation:** Consulting expertise to identify strategy and tactics to increase employee utilization, including exploration of text/email, plus expenses for focus groups/research/participant engagement

**WageWorks implementation of program improvements:** Costs associated with WageWorks implementation of Spanish website, merging SF MRAs, etc.

**Legal Fees –SFCO:** Costs for external counsel advisement on SF CO legal issues

**SFCO Employee Survey and Analysis:** Conduct survey and/or focus groups and analysis of SF City Option employees to inform outreach and communication strategy

**Skip Tracing Vendor (TransUnion):** Costs associated with obtaining up to date contact information for employee outreach (SF MRA Deactivation, SF CO Welcome Process, Pool Deactivation, etc.)

**Seamless Docs Annual Subscription:** Software subscription for online forms supporting program

**SF MRA Deactivation Fee** Inactive accounts are closed on a quarterly basis. There is a fee paid to ADP for each quarter for processing the closure file.

**EFT processing fees:** Fees charged by City National Bank for electronic fund transfers and general banking fees.

**MRA statement fees:** Production and mailhouse costs for SF MRA statements of activity sent to SF MRA account holders.

**SFCMRA Administrative fees to WageWorks:** Fees to the MRA Vendor to implement account deactivation.

**Leased Space:** Supports the leasing costs necessary to house staff to support the coverage programs, including rent, tax, and utilities.

**Supplies per FTE** Cost of office supplies per employee, at approximately \$600 annually.

**Equipment per Office per new FTE** Desktop computer for new employees.

**System Support (Billing, Telephone):** Support costs for SF City Option related systems, including ACD/IVR for the telephone system supporting SF City Option Customer Service.

**MRA Vendor Site Visit/Oversight** Training for MRA vendor customer service and management staff on MRA program rules, observation of customer service training methods, standardization and compliance, overall vendor oversight and management

## **Marketing and Communications**

**SFCO Collateral & Website:** Costs associated with the design, development, production and translation of SF City Option collateral and materials. Also includes costs for design, production, programming, and translation costs for maintaining the SF City Option website, including monthly vendor maintenance fees and content management tools.

**SFCO Mailings:** Costs to distribute and mail SF City Option collateral and materials to participants. Materials include SF City Option Welcome Packets, SF MRA Handbooks, SF Covered MRA Handbooks, SF Covered MRA Renewal Notices, Program Finder Form mailings and results. Costs include relevant translation, pre-production, art and printing, and mail house fees.

**SF Covered MRA – Collateral Development:** Costs associated with the design and development of collateral for rebranded SF Covered MRA.

**SF Covered MRA – Mailings:** Costs associated with the production and distribution of SF Covered MRA collateral and materials. Costs include relevant translation, pre-production, art and printing, and mail house fees.

**InDesign Licenses:** enable the Marketing staff to use this desktop publishing software to create and manage the layout and design of mailings, newsletter, posters, and City Option collateral more efficiently and effectively.

## **Customer Service**

**Language Line Interpreter:** are used to assist participants speaking languages other than Cantonese, Mandarin, Spanish, Vietnamese, Burmese and Russian. Language line service charges are billed in one minute increments and based on the type of language used and the peak and non-peak rates of call.

**Knowledge Base Software:** Customer Service has installed a software system where SF City Option program information is now available on a searchable, standardized look up tool on their desktop to

improve accuracy, efficiency and improved customer satisfaction. This will fund the annual license fee for Customer Service staff

**Customer Service Workforce Planning Tool:** software to support customer service forecasting, scheduling and real time adherence.

## **Information Technology**

### **Information Technology Operations Annual Breakdown**

**Risk Management Program:** Supports consultant engagement and ongoing professional services for external Security Assessment and establishment of a formal IT Risk Management Program using an established industry Risk Management Framework. Given the complexity (custom in-house developed solutions and applications) and volume of data collected, stored and maintained, the applications supporting SF City Option will require additional risk management rigor and attention.

**Hardware/Software:** Costs for server hardware and software plus Data Storage required to support the SF City Option.

**Data De-Identification Software:** Supports professional services and implementation of a tool/software that can be used to de-identify data. SFHP is required to de-identify PHI specific data elements in all of its data stores which are used for testing and data validation purposes. This includes XML, SQL databases, and file shares.

**ITS Project Consulting:** External developer consulting resources to support system changes as a part of upcoming SF City Option program simplification effort.

**Virtual Desktop Infrastructure Use Fee:** Includes per employee fee for virtual desktop software. This will allow employees to work remotely and securely on their own computers - it will reduce the amount of purchased desktop and laptop use/replacement.

**GoToWebinar License:** Annual license cost for employer and employee webinar hosting

<b>Total Operating Expenses</b>	<b>\$14,161,824</b>
<b>Total Contract Subtotal</b>	<b>\$43,798,533</b>
<b>DPH Contingency (12%)</b>	<b>\$5,255,824</b>
<b><u>TOTAL CONTRACT REQUEST</u></b>	<b><u>\$49,054,357</u></b>



**Appendix C**  
**Reserved**

**Appendix D**  
**Reserved**



## San Francisco Department of Public Health

## Business Associate Agreement

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

**RECITALS**

A. CE, by and through the San Francisco Department of Public Health (“SFDPH”), wishes to disclose certain information to BA pursuant to the terms of the Agreement, some of which may constitute Protected Health Information (“PHI”) (defined below).

B. For purposes of the Agreement, CE requires Contractor, even if Contractor is also a covered entity under HIPAA, to comply with the terms and conditions of this BAA as a BA of CE.

C. CE and BA intend to protect the privacy and provide for the security of PHI disclosed to BA pursuant to the Agreement in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (“the HITECH Act”), and regulations promulgated there under by the U.S. Department of Health and Human Services (the “HIPAA Regulations”) and other applicable laws, including, but not limited to, California Civil Code §§ 56, et seq., California Health and Safety Code § 1280.15, California Civil Code §§ 1798, et seq., California Welfare & Institutions Code §§5328, et seq., and the regulations promulgated there under (the “California Regulations”).

D. As part of the HIPAA Regulations, the Privacy Rule and the Security Rule (defined below) require CE to enter into a contract containing specific requirements with BA prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 164.314(a), 164.502(a) and (e) and 164.504(e) of the Code of Federal Regulations (“C.F.R.”) and contained in this BAA.

E. BA enters into agreements with CE that require the CE to disclose certain identifiable health information to BA. The parties desire to enter into this BAA to permit BA to have access to such information and comply with the BA requirements of HIPAA, the HITECH Act, and the corresponding Regulations.

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

**1. Definitions.**

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

**b. Breach Notification Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and D.



## San Francisco Department of Public Health

## Business Associate Agreement

**c. Business Associate** is a person or entity that performs certain functions or activities that involve the use or disclosure of protected health information received from a covered entity, but other than in the capacity of a member of the workforce of such covered entity or arrangement, and shall have the meaning given to such term under the Privacy Rule, the Security Rule, and the HITECH Act, including, but not limited to, 42 U.S.C. Section 17938 and 45 C.F.R. Section 160.103.

**d. Covered Entity** means a health plan, a health care clearinghouse, or a health care provider who transmits any information in electronic form in connection with a transaction covered under HIPAA Regulations, and shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 C.F.R. Section 160.103.

**e. Data Aggregation** means the combining of Protected Information by the BA with the Protected Information received by the BA in its capacity as a BA of another CE, to permit data analyses that relate to the health care operations of the respective covered entities, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

**f. Designated Record Set** means a group of records maintained by or for a CE, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

**g. Electronic Protected Health Information** means Protected Health Information that is maintained in or transmitted by electronic media and shall have the meaning given to such term under HIPAA and the HIPAA Regulations, including, but not limited to, 45 C.F.R. Section 160.103. For the purposes of this BAA, Electronic PHI includes all computerized data, as defined in California Civil Code Sections 1798.29 and 1798.82.

**h. Electronic Health Record** means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff, and shall have the meaning given to such term under the HITECH Act, including, but not limited to, 42 U.S.C. Section 17921.

**i. Health Care Operations** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

**j. Privacy Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and E.

**k. Protected Health Information or PHI** means any information, including electronic PHI, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Sections 160.103 and 164.501. For the purposes of this BAA, PHI includes all medical information and health insurance information as defined in California Civil Code Sections 56.05 and 1798.82.

**l. Protected Information** shall mean PHI provided by CE to BA or created, maintained, received or transmitted by BA on CE's behalf.



## San Francisco Department of Public Health

## Business Associate Agreement

**m. Security Incident** means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system, and shall have the meaning given to such term under the Security Rule, including, but not limited to, 45 C.F.R. Section 164.304.

**n. Security Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and C.

**o. Unsecured PHI** means PHI that is not secured by a technology standard that renders PHI unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute, and shall have the meaning given to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to, 42 U.S.C. Section 17932(h) and 45 C.F.R. Section 164.402.

## 2. Obligations of Business Associate.

**a. Attestations.** Except when CE's data privacy officer exempts BA in writing, the BA shall complete the following forms, attached and incorporated by reference as though fully set forth herein, SFDPH Attestations for Privacy (Attachment 1) and Data Security (Attachment 2) within sixty (60) calendar days from the execution of the Agreement. If CE makes substantial changes to any of these forms during the term of the Agreement, the BA will be required to complete CE's updated forms within sixty (60) calendar days from the date that CE provides BA with written notice of such changes. BA shall retain such records for a period of seven years after the Agreement terminates and shall make all such records available to CE within 15 calendar days of a written request by CE.

**b. User Training.** The BA shall provide, and shall ensure that BA subcontractors, provide, training on PHI privacy and security, including HIPAA and HITECH and its regulations, to each employee or agent that will access, use or disclose Protected Information, upon hire and/or prior to accessing, using or disclosing Protected Information for the first time, and at least annually thereafter during the term of the Agreement. BA shall maintain, and shall ensure that BA subcontractors maintain, records indicating the name of each employee or agent and date on which the PHI privacy and security trainings were completed. BA shall retain, and ensure that BA subcontractors retain, such records for a period of seven years after the Agreement terminates and shall make all such records available to CE within 15 calendar days of a written request by CE.

**c. Permitted Uses.** BA may use, access, and/or disclose Protected Information only for the purpose of performing BA's obligations for, or on behalf of, the City and as permitted or required under the Agreement and BAA, or as required by law. Further, BA shall not use Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so used by CE. However, BA may use Protected Information as necessary (i) for the proper management and administration of BA; (ii) to carry out the legal responsibilities of BA; (iii) as required by law; or (iv) for Data Aggregation purposes relating to the Health Care Operations of CE [45 C.F.R. Sections 164.502, 164.504(e)(2), and 164.504(e)(4)(i)].

**d. Permitted Disclosures.** BA shall disclose Protected Information only for the purpose of performing BA's obligations for, or on behalf of, the City and as permitted or required under the Agreement and BAA, or as required by law. BA shall not disclose Protected Information in any manner that would constitute a violation of the



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Privacy Rule or the HITECH Act if so disclosed by CE. However, BA may disclose Protected Information as necessary (i) for the proper management and administration of BA; (ii) to carry out the legal responsibilities of BA; (iii) as required by law; or (iv) for Data Aggregation purposes relating to the Health Care Operations of CE. If BA discloses Protected Information to a third party, BA must obtain, prior to making any such disclosure, (i) reasonable written assurances from such third party that such Protected Information will be held confidential as provided pursuant to this BAA and used or disclosed only as required by law or for the purposes for which it was disclosed to such third party, and (ii) a written agreement from such third party to immediately notify BA of any breaches, security incidents, or unauthorized uses or disclosures of the Protected Information in accordance with paragraph 2 (n) of this BAA, to the extent it has obtained knowledge of such occurrences [42 U.S.C. Section 17932; 45 C.F.R. Section 164.504(e)]. BA may disclose PHI to a BA that is a subcontractor and may allow the subcontractor to create, receive, maintain, or transmit Protected Information on its behalf, if the BA obtains satisfactory assurances, in accordance with 45 C.F.R. Section 164.504(e)(1), that the subcontractor will appropriately safeguard the information [45 C.F.R. Section 164.502(e)(1)(ii)].

**e. Prohibited Uses and Disclosures.** BA shall not use or disclose Protected Information other than as permitted or required by the Agreement and BAA, or as required by law. BA shall not use or disclose Protected Information for fundraising or marketing purposes. BA shall not disclose Protected Information to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the Protected Information solely relates [42 U.S.C. Section 17935(a) and 45 C.F.R. Section 164.522(a)(1)(vi)]. BA shall not directly or indirectly receive remuneration in exchange for Protected Information, except with the prior written consent of CE and as permitted by the HITECH Act, 42 U.S.C. Section 17935(d)(2), and the HIPAA regulations, 45 C.F.R. Section 164.502(a)(5)(ii); however, this prohibition shall not affect payment by CE to BA for services provided pursuant to the Agreement.

**f. Appropriate Safeguards.** BA shall take the appropriate security measures to protect the confidentiality, integrity and availability of PHI that it creates, receives, maintains, or transmits on behalf of the CE, and shall prevent any use or disclosure of PHI other than as permitted by the Agreement or this BAA, including, but not limited to, administrative, physical and technical safeguards in accordance with the Security Rule, including, but not limited to, 45 C.F.R. Sections 164.306, 164.308, 164.310, 164.312, 164.314 164.316, and 164.504(e)(2)(ii)(B). BA shall comply with the policies and procedures and documentation requirements of the Security Rule, including, but not limited to, 45 C.F.R. Section 164.316, and 42 U.S.C. Section 17931. BA is responsible for any civil penalties assessed due to an audit or investigation of BA, in accordance with 42 U.S.C. Section 17934(c).

**g. Business Associate's Subcontractors and Agents.** BA shall ensure that any agents and subcontractors that create, receive, maintain or transmit Protected Information on behalf of BA, agree in writing to the same restrictions and conditions that apply to BA with respect to such PHI and implement the safeguards required by paragraph 2.f. above with respect to Electronic PHI [45 C.F.R. Section 164.504(e)(2) through (e)(5); 45 C.F.R. Section 164.308(b)]. BA shall mitigate the effects of any such violation.

**h. Accounting of Disclosures.** Within ten (10) calendar days of a request by CE for an accounting of disclosures of Protected Information or upon any disclosure of Protected Information for which CE is required to account to an individual, BA and its agents and subcontractors shall make available to CE the information required to



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provide an accounting of disclosures to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528, and the HITECH Act, including but not limited to 42 U.S.C. Section 17935 (c), as determined by CE. BA agrees to implement a process that allows for an accounting to be collected and maintained by BA and its agents and subcontractors for at least seven (7) years prior to the request. However, accounting of disclosures from an Electronic Health Record for treatment, payment or health care operations purposes are required to be collected and maintained for only three (3) years prior to the request, and only to the extent that BA maintains an Electronic Health Record. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed; and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure [45 C.F.R. 164.528(b)(2)]. If an individual or an individual's representative submits a request for an accounting directly to BA or its agents or subcontractors, BA shall forward the request to CE in writing within five (5) calendar days.

**i. Access to Protected Information.** BA shall make Protected Information maintained by BA or its agents or subcontractors in Designated Record Sets available to CE for inspection and copying within (5) days of request by CE to enable CE to fulfill its obligations under state law [Health and Safety Code Section 123110] and the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.524 [45 C.F.R. Section 164.504(e)(2)(ii)(E)]. If BA maintains Protected Information in electronic format, BA shall provide such information in electronic format as necessary to enable CE to fulfill its obligations under the HITECH Act and HIPAA Regulations, including, but not limited to, 42 U.S.C. Section 17935(e) and 45 C.F.R. 164.524.

**j. Amendment of Protected Information.** Within ten (10) days of a request by CE for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, BA and its agents and subcontractors shall make such Protected Information available to CE for amendment and incorporate any such amendment or other documentation to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.526. If an individual requests an amendment of Protected Information directly from BA or its agents or subcontractors, BA must notify CE in writing within five (5) days of the request and of any approval or denial of amendment of Protected Information maintained by BA or its agents or subcontractors [45 C.F.R. Section 164.504(e)(2)(ii)(F)].

**k. Governmental Access to Records.** BA shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to CE and to the Secretary of the U.S. Department of Health and Human Services (the "Secretary") for purposes of determining BA's compliance with HIPAA [45 C.F.R. Section 164.504(e)(2)(ii)(I)]. BA shall provide CE a copy of any Protected Information and other documents and records that BA provides to the Secretary concurrently with providing such Protected Information to the Secretary.

**l. Minimum Necessary.** BA, its agents and subcontractors shall request, use and disclose only the minimum amount of Protected Information necessary to accomplish the intended purpose of such use, disclosure, or request. [42 U.S.C. Section 17935(b); 45 C.F.R. Section 164.514(d)]. BA understands and agrees that the definition of "minimum necessary" is in flux and shall keep itself informed of guidance issued by the Secretary with respect to



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what constitutes “minimum necessary” to accomplish the intended purpose in accordance with HIPAA and HIPAA Regulations.

**m. Data Ownership.** BA acknowledges that BA has no ownership rights with respect to the Protected Information.

**n. Notification of Breach.** BA shall notify CE within 5 calendar days of any breach of Protected Information; any use or disclosure of Protected Information not permitted by the BAA; any Security Incident (except as otherwise provided below) related to Protected Information, and any use or disclosure of data in violation of any applicable federal or state laws by BA or its agents or subcontractors. The notification shall include, to the extent possible, the identification of each individual whose unsecured Protected Information has been, or is reasonably believed by the BA to have been, accessed, acquired, used, or disclosed, as well as any other available information that CE is required to include in notification to the individual, the media, the Secretary, and any other entity under the Breach Notification Rule and any other applicable state or federal laws, including, but not limited, to 45 C.F.R. Section 164.404 through 45 C.F.R. Section 164.408, at the time of the notification required by this paragraph or promptly thereafter as information becomes available. BA shall take (i) prompt corrective action to cure any deficiencies and (ii) any action pertaining to unauthorized uses or disclosures required by applicable federal and state laws. [42 U.S.C. Section 17921; 42 U.S.C. Section 17932; 45 C.F.R. 164.410; 45 C.F.R. Section 164.504(e)(2)(ii)(C); 45 C.F.R. Section 164.308(b)]

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

### 3. Termination.

**a. Material Breach.** A breach by BA of any provision of this BAA, as determined by CE, shall constitute a material breach of the Agreement and this BAA and shall provide grounds for immediate termination of the Agreement and this BAA, any provision in the AGREEMENT to the contrary notwithstanding. [45 C.F.R. Section 164.504(e)(2)(iii).]

**b. Judicial or Administrative Proceedings.** CE may terminate the Agreement and this BAA, effective immediately, if (i) BA is named as defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws or (ii) a finding or stipulation that the BA has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.





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**c. Effect of Termination.** Upon termination of the Agreement and this BAA for any reason, BA shall, at the option of CE, return or destroy all Protected Information that BA and its agents and subcontractors still maintain in any form, and shall retain no copies of such Protected Information. If return or destruction is not feasible, as determined by CE, BA shall continue to extend the protections and satisfy the obligations of Section 2 of this BAA to such information, and limit further use and disclosure of such PHI to those purposes that make the return or destruction of the information infeasible [45 C.F.R. Section 164.504(e)(2)(ii)(J)]. If CE elects destruction of the PHI, BA shall certify in writing to CE that such PHI has been destroyed in accordance with the Secretary's guidance regarding proper destruction of PHI.

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

**e. Disclaimer.** CE makes no warranty or representation that compliance by BA with this BAA, HIPAA, the HITECH Act, or the HIPAA Regulations or corresponding California law provisions will be adequate or satisfactory for BA's own purposes. BA is solely responsible for all decisions made by BA regarding the safeguarding of PHI.

#### 4. Amendment to Comply with Law.

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

#### 5. Reimbursement for Fines or Penalties.

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

APPENDIX E



San Francisco Department of Public Health

Business Associate Agreement

Attachment 1 – SFDPH Privacy Attestation, version 06-07-2017

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

Office of Compliance and Privacy Affairs

San Francisco Department of Public Health

101 Grove Street, Room 330, San Francisco, CA 94102

Email: [compliance.privacy@sfdph.org](mailto:compliance.privacy@sfdph.org)

Hotline (Toll-Free): 1-855-729-6040

Contractor Name:	Contractor City Vendor ID
------------------	---------------------------

### PRIVACY ATTESTATION

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

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

#### I. All Contractors.

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

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

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

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

ATTESTED by Privacy Officer or designated person	Name: (print)	Signature	Date
--	---------------	-----------	------

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

EXCEPTION(S) APPROVED by OCPA	Name (print)	Signature	Date
-------------------------------	--------------	-----------	------

Contractor Name:	Contractor City Vendor ID
------------------	---------------------------

### DATA SECURITY ATTESTATION

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

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

#### I. All Contractors.

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

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

ATTESTED by Data Security Officer or designated person	Name: (print)	Signature	Date
--	---------------	-----------	------

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

EXCEPTION(S)/APPROVED by OCPA	Name (print)	Signature	Date
-------------------------------	--------------	-----------	------





Name of the Contractor San Francisco Community Health Authority  
 Program OMC  
 Funding Source HCHSFHPADMGF  
 Fiscal Year: 7/1/2020 - 6/30/2025  
 Invoice Month \_\_\_\_\_

Operating Expenses	Description (for the actual expense)	Actual Expenses FY20-21	Actual Expenses FY21-22	Actual Expenses FY22-23	Actual Expenses FY23-24	Actual Expenses FY24-25
<b>Administration</b>						
	Scheduling Software Annual Subscription					
	Clarizen Software Licenses					
	GP Licenses					
	Language level software - Health Literacy Advisor					
	Helpdesk Software					
	Consulting resources for continued communication/branding strategy & implementation					
	Consulting resources for SF CO Account Monitoring Program					
	WageWorks Implementation of program improvements					
	Moss Adams Financial Audit – SF City Options					
	Legal Fees - SF City Option					
	SFCO Employee Survey and Analysis					
	Skip Tracing Vendor (Trans Union)					
	Seamless Docs Annual Subscription					
	SF MRA Deactivation Fee					
	EFT process fees					
	MRA Statement fees					
	SFCMRA administrative fees to Wageworks					
	Leased Space					
	Supplies/Expense per Employee					
	Equipment per office for new employees					
	MRA Vendor site visit/oversight					
	<b>Total</b>	\$0	\$0	\$0	\$0	\$0
<b>Marketing</b>						
	SFCO Collateral & Website					
	SFCO Mailings (no MRA statements)					
	SFCMRA Collateral Development					
	SFCMRA – ongoing mailings					
	InDesign Software License					
	<b>Total</b>	\$0	\$0	\$0	\$0	\$0
<b>Customer Services</b>						
	Language Line Interpreter services					
	Customer Service Workforce Planning Tool					
	Knowledge Base software					
	<b>Total</b>	\$0	\$0	\$0	\$0	\$0
<b>Information Technology</b>						
	Risk Management Program: 50/50 distribution across TPA/SFCMRA					
	Hardware/Software					
	Data De-identification Software					
	ITS Project Consulting Costs					
	Virtual Desktop Infrastructure Use Fee					
	GoToWebinar license.					
	<b>Total</b>	\$0	\$0	\$0	\$0	\$0
<b>Other</b>						
	<b>Total</b>	\$0	\$0	\$0	\$0	\$0
	<b>Total Operating Expenses</b>	\$0	\$0	\$0	\$0	\$0

Contractor must indicate the "actual" expense line item within the category of operating expenses (occupancy, staff travel, consultant/subcontractor, materials and supplies, general operating, other, etc) that corresponds to the

Certified By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Name of the Contractor  
 Program  
 Funding Source  
 Fiscal Year:  
 Invoice Month

San Francisco Community Health Authority  
 OMC  
 HCHSEHPADMGE  
 7/1/2020-6/30/2025

Appendix F-3

FTE	Position	Jul-20	Aug-20	Sep-20	Oct-20	Nov-20	Dec-20	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Expenses to Date
0.50	Officer, Policy Development and Coverage Programs													\$0.00
	Insert Name													
0.25	Director, Policy Development													\$0.00
	Insert Name													
0.50	Director, Coverage Programs													\$0.00
	Insert Name													
1.00	Sr. Manager, SF City Option													\$0.00
	Insert Name													
1.00	SF CO Program Manager													\$0.00
	Insert Name													
1.00	SF CO Program Manager													\$0.00
	Insert Name													
1.00	SF CO Program Manager													\$0.00
	Insert Name													
1.00	Manager, SF City Option													\$0.00
	Insert Name													
1.00	SF Co Specialist													\$0.00
	Insert Name													
1.00	SF Co Specialist													\$0.00
	Insert Name													
1.00	SF Co Specialist													\$0.00
	Insert Name													
0.50	Training Program Manager													\$0.00
	Insert Name													
1.00	SF CO Project Manager													\$0.00
	Insert Name													
0.50	Budget/Contract Specialist													\$0.00
	Insert Name													
0.50	Manager, Product Management & Analytics													\$0.00
	Insert Name													
1.00	SF CO Product Manger													\$0.00
	Insert Name													
1.00	SFCO Proudct Manager													\$0.00
	Insert Name													
1.00	UX Designer													\$0.00
	Insert Name													
0.50	Product Specialist													\$0.00
	Insert Name													
0.50	Monitoring & Evaluation Program Manager													\$0.00
	Insert Name													
1.00	Monitoring & Evaluation Program Manager													\$0.00
	Insert Name													
1.00	Manager, Finance & Analytics													\$0.00
	Insert Name													
1.00	SF CO Analyst													\$0.00
	Insert Name													
1.00	SF CO Analyst													\$0.00
	Insert Name													
0.50	Coverage Program Finance Lead													\$0.00
	Insert Name													
0.50	Coverage Program Coordinator													\$0.00
	Insert Name													
1.00	SF CO Relationship Management Lead													\$0.00
	Insert Name													
1.00	SF Co Specialist													\$0.00
	Insert Name													
1.00	SF CO Coordinator													\$0.00
	Insert Name													
1.00	Enrollment Coordinator													\$0.00
	Insert Name													
1.00	Enrollment Coordinator													\$0.00
	Insert Name													
0.25	Manager, Enrollment Services													\$0.00
	Insert Name													
0.50	Associate Account Manager													\$0.00
	Insert Name													
0.75	Web Deisnger													\$0.00
	Insert Name													
0.50	Marketing Production Specialist													\$0.00
	Insert Name													
0.25	Sr. Marketing Designer													\$0.00
	Insert Name													
0.50	Marketing Designer													\$0.00
	Insert Name													
1.00	Customer Service Representative													\$0.00
	Insert Name													
1.00	Customer Service Representative													\$0.00
	Insert Name													
0.50	Customer Service Representative													\$0.00
	Insert Name													
1.00	Customer Service Representative													\$0.00
	Insert Name													
1.00	Customer Service Representative													\$0.00
	Insert Name													
1.00	Customer Service Representative													\$0.00
	Insert Name													
1.00	Customer Service Representative													\$0.00
	Insert Name													
0.50	Customer Service Supervisor													\$0.00
	Insert Name													
1.00	Sr. QA Analyst													\$0.00
	Insert Name													
1.00	Sr. Report Developer													\$0.00
	Insert Name													







**City and County of San Francisco**

**Department of Public Health**

**London N. Breed  
Mayor**

**Grant Colfax, MD  
Director of Health**

May 19, 2020

Angela Calvillo, Clerk of the Board  
Board of Supervisors  
1 Dr. Carlton B. Goodlett Place, Room 244  
San Francisco, CA 94102-4689

Dear Ms. Calvillo:

Please find attached a proposed resolution for Board of Supervisors approval of an agreement between the Department of Public Health and the San Francisco Community Health Authority for Third Party Administrator services for the City Option program.

We are submitting this contract for approval under San Francisco Charter Section 9.118.

The following is a list of accompanying documents:

- Proposed Resolution;
- Agreement;
- Form SFEC-126 (printout from database).

For questions on this matter, please contact me at (415) 255-3508, [Jacquie.Hale@SFDPH.org](mailto:Jacquie.Hale@SFDPH.org).

Sincerely,

A handwritten signature in blue ink that reads "Jacquie Hale".

Jacquie Hale

Manager, Office of Contracts Management and Compliance  
DPH Business Office

cc: Grant Colfax, M.D., Director of Health  
Greg Wagner, Chief Financial Officer, DPH  
Michelle Ruggels, Director, DPH Business Office

**From:** [Hale, Jacquie \(DPH\)](#)  
**To:** [BOS Legislation, \(BOS\)](#)  
**Cc:** [Colfax, Grant \(DPH\)](#); [Wagner, Greg \(DPH\)](#); [Ruggels, Michelle \(DPH\)](#); [Longhitano, Robert \(DPH\)](#); [Wu, Cynthia \(DPH\)](#)  
**Subject:** Request for Approval of Resolution Approving an agreement between DPH and the SF Community Health Authority for Third Party Administrator services for the City Option program  
**Date:** Tuesday, May 19, 2020 4:31:28 PM  
**Attachments:** [DPH-SF Cmty Hlth Auth-City Option-Cvr Ltr.pdf](#)  
[DPH-SF Cmty Hlth Auth-City Option-Resolution.pdf](#)  
[DPH-SF Cmty Hlth Auth-City Option-Resolution.docx](#)  
[DPH-SF Cmty Hlth Auth-City Option-Agreement.pdf](#)  
[DPH-SF Cmty Hlth Auth-City Option-Form 126.pdf](#)

---

Dear Ms. Calvillo:

Please find attached a proposed resolution for Board of Supervisors approval of an agreement between the Department of Public Health and the San Francisco Community Health Authority for Third Party Administrator services for the City Option program.

We are submitting this contract for approval under San Francisco Charter Section 9.118.

The following is a list of accompanying documents:

- Proposed Resolution;
- Agreement;
- Form SFEC-126 (printout from database).

For questions on this matter, please contact me at (415) 255-3508, [Jacquie.Hale@SFDPH.org](mailto:Jacquie.Hale@SFDPH.org).

Sincerely,

Jacquie Hale  
Manager, Office of Contracts Management and Compliance, DPH Business Office  
1380 Howard Street #421B / San Francisco, CA 94103 / [Jacquie.Hale@SFDPH.org](mailto:Jacquie.Hale@SFDPH.org)  
(415) 255-3508

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**From:** [Hale, Jacquie \(DPH\)](#)  
**To:** [BOS Legislation, \(BOS\)](#)  
**Cc:** [Colfax, Grant \(DPH\)](#); [Wagner, Greg \(DPH\)](#); [Ruggels, Michelle \(DPH\)](#); [Longhitano, Robert \(DPH\)](#); [Wu, Cynthia \(DPH\)](#)  
**Subject:** Reference table of proposed resolutions for Board of Supervisors approval of agreements between the Department of Public Health and the San Francisco Community Health Authority  
**Date:** Tuesday, May 19, 2020 4:31:28 PM

---

Dear Ms. Calvillo:

For your reference, the table below shows the proposed resolutions for Board of Supervisors approval of agreements between the Department of Public Health and the San Francisco Community Health Authority which we have submitted under San Francisco Charter Section 9.118.

Services	Not-To-Exceed	Term Length	Term Begin	End	Attached
Third Party Administrator services for the Healthy San Francisco program	\$35,308,339	5 years	July 1, 2020	June 30, 2025	<ul style="list-style-type: none"> <li>○ Proposed Resolution;</li> <li>○ Agreement;</li> <li>○ Form SFEC-126 (printout from database)</li> </ul>
Fiscal administration services for Private Provider Services for the Healthy San Francisco program	\$24,908,092	5 years	July 1, 2020	June 30, 2025	<ul style="list-style-type: none"> <li>○ Proposed Resolution;</li> <li>○ Agreement;</li> <li>○ Form SFEC-126 (printout from database)</li> </ul>
Third Party Administrator services for the City Option program	\$49,054,357	5 years	July 1, 2020	June 30, 2025	<ul style="list-style-type: none"> <li>○ Proposed Resolution;</li> <li>○ Agreement;</li> <li>○ Form SFEC-126 (printout from database)</li> </ul>

For questions on this matter, please contact me at (415) 255-3508, [Jacquie.Hale@SFDPH.org](mailto:Jacquie.Hale@SFDPH.org).

Sincerely,

Jacquie Hale  
 Manager, Office of Contracts Management and Compliance, DPH Business Office

1380 Howard Street #421B / San Francisco, CA 94103 / [Jacquie.Hale@SFDPH.org](mailto:Jacquie.Hale@SFDPH.org)  
(415) 255-3508

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## San Francisco Ethics Commission

25 Van Ness Avenue, Suite 220, San Francisco, CA 94102

Phone: 415.252.3100 . Fax: 415.252.3112

[ethics.commission@sfgov.org](mailto:ethics.commission@sfgov.org) . [www.sfethics.org](http://www.sfethics.org)

Received On:

File #: 200547

Bid/RFP #:

### Notification of Contract Approval

SFEC Form 126(f)4

(S.F. Campaign and Governmental Conduct Code § 1.126(f)4)

A Public Document

Each City elective officer who approves a contract that has a total anticipated or actual value of \$100,000 or more must file this form with the Ethics Commission within five business days of approval by: (a) the City elective officer, (b) any board on which the City elective officer serves, or (c) the board of any state agency on which an appointee of the City elective officer serves. For more information, see: <https://sfethics.org/compliance/city-officers/contract-approval-city-officers>

#### 1. FILING INFORMATION

<b>TYPE OF FILING</b>	<b>DATE OF ORIGINAL FILING (for amendment only)</b>
Original	
<b>AMENDMENT DESCRIPTION – Explain reason for amendment</b>	

#### 2. CITY ELECTIVE OFFICE OR BOARD

<b>OFFICE OR BOARD</b>	<b>NAME OF CITY ELECTIVE OFFICER</b>
Board of Supervisors	Members

#### 3. FILER'S CONTACT

<b>NAME OF FILER'S CONTACT</b>	<b>TELEPHONE NUMBER</b>
Angela Calvillo	415-554-5184
<b>FULL DEPARTMENT NAME</b>	<b>EMAIL</b>
office of the clerk of the Board	Board.of.Supervisors@sfgov.org

#### 4. CONTRACTING DEPARTMENT CONTACT

<b>NAME OF DEPARTMENTAL CONTACT</b>	<b>DEPARTMENT CONTACT TELEPHONE NUMBER</b>
Jacquie Hale	415-255-3508
<b>FULL DEPARTMENT NAME</b>	<b>DEPARTMENT CONTACT EMAIL</b>
DPH Department of Public Health	Jacquie.Hale@SFDPH.org

5. CONTRACTOR	
<b>NAME OF CONTRACTOR</b> San Francisco Community Health Authority	<b>TELEPHONE NUMBER</b> 415-547-7818
<b>STREET ADDRESS (including City, State and Zip Code)</b> 50 Beale Street, 12th Floor, San Francisco, CA 94105	<b>EMAIL</b>

6. CONTRACT		
<b>DATE CONTRACT WAS APPROVED BY THE CITY ELECTIVE OFFICER(S)</b>	<b>ORIGINAL BID/RFP NUMBER</b>	<b>FILE NUMBER (If applicable)</b> 200547
<b>DESCRIPTION OF AMOUNT OF CONTRACT</b> \$49,054,357		
<b>NATURE OF THE CONTRACT (Please describe)</b> Third Party Administrator Services for the San Francisco City Option program		

7. COMMENTS

8. CONTRACT APPROVAL	
This contract was approved by:	
<input type="checkbox"/>	THE CITY ELECTIVE OFFICER(S) IDENTIFIED ON THIS FORM
<input checked="" type="checkbox"/>	A BOARD ON WHICH THE CITY ELECTIVE OFFICER(S) SERVES Board of Supervisors
<input type="checkbox"/>	THE BOARD OF A STATE AGENCY ON WHICH AN APPOINTEE OF THE CITY ELECTIVE OFFICER(S) IDENTIFIED ON THIS FORM SITS

**9. AFFILIATES AND SUBCONTRACTORS**

List the names of (A) members of the contractor's board of directors; (B) the contractor's principal officers, including chief executive officer, chief financial officer, chief operating officer, or other persons with similar titles; (C) any individual or entity who has an ownership interest of 10 percent or more in the contractor; and (D) any subcontractor listed in the bid or contract.

#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
1	Butler	Dale	Board of Directors
2	Batongbacal	Edwin	Board of Directors
3	Chan	Eddie	Board of Directors
4	Woods	David	Board of Directors
5	Conway	Irene	Board of Directors
6	Luz Torre	Maria	Board of Directors
7	Fawley	Reece	Board of Directors
8	Fields	Steve	Board of Directors
9	Fugaro	Steven	Board of Directors
10	Cheung	Lawrence	Board of Directors
11	Webb	Emily	Board of Directors
12	Pickens	Roland	Board of Directors
13	Zhang	Jian	Board of Directors
14	Matovsky	Sabra	Board of Directors
15	Wagner	Greg	Board of Directors
16	Grgurina	John	CEO
17	Bishop	Skip	CFO
18	Kantheti	Kaliki	COO
19	Moore	Darin	Other Principal Officer



**9. AFFILIATES AND SUBCONTRACTORS**

List the names of (A) members of the contractor's board of directors; (B) the contractor's principal officers, including chief executive officer, chief financial officer, chief operating officer, or other persons with similar titles; (C) any individual or entity who has an ownership interest of 10 percent or more in the contractor; and (D) any subcontractor listed in the bid or contract.

#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
20	Glauber	James	Other Principal Officer
21	Maruyama	Nina	Other Principal Officer
22	Sousa	Sumi	Other Principal Officer
23	Gormley	Kate	Other Principal Officer
24	wageworks		Subcontractor
25	Seamless Docs		Subcontractor
26	TransUnion		Subcontractor
27	Forte		Subcontractor
28			
29			
30			
31			
32			
33			
34			
35			
36			
37			
38			

**9. AFFILIATES AND SUBCONTRACTORS**

List the names of (A) members of the contractor’s board of directors; (B) the contractor’s principal officers, including chief executive officer, chief financial officer, chief operating officer, or other persons with similar titles; (C) any individual or entity who has an ownership interest of 10 percent or more in the contractor; and (D) any subcontractor listed in the bid or contract.

#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
39			
40			
41			
42			
43			
44			
45			
46			
47			
48			
49			
50			

Check this box if you need to include additional names. Please submit a separate form with complete information. Select “Supplemental” for filing type.

**10. VERIFICATION**

I have used all reasonable diligence in preparing this statement. I have reviewed this statement and to the best of my knowledge the information I have provided here is true and complete.

**I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.**

<p><b>SIGNATURE OF CITY ELECTIVE OFFICER OR BOARD SECRETARY OR CLERK</b></p>  <p>BOS Clerk of the Board</p>	<p><b>DATE SIGNED</b></p>
---	---------------------------