

File No. 200545

Committee Item No. 7

Board Item No. _____

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Budget & Finance Committee

Date June 17, 2020

Board of Supervisors Meeting

Date _____

Cmte Board

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Completed by: Linda Wong

Date June 12, 2020

Completed by: Linda Wong

Date _____

1 [Agreement - San Francisco Community Health Authority - Third Party Administrator Services
2 - Healthy San Francisco Program - Not to Exceed \$35,308,339]

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 Healthy San Francisco program for a total amount not to exceed \$35,308,339 for**
6 **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, a Joint Powers
15 Authority (JPA), as a separate legal entity, for the purpose of operating the non-Medi-Cal
16 programs operated by the SFHA at that time, such as the Healthy Kids program, to ensure
17 that those non-Medi-Cal program revenues were not subject to the state Quality Improvement
18 Fee, as well as any new programs or lines of business that the JPA might develop, and that
19 the members of the governing body of the SFHA would serve *ex-officio* as members of the
20 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 public health benefit program comprised of the Healthy San Francisco (HSF) program and
25 Medical Reimbursement Accounts (MRAs), charging the DPH with administration; and

1 WHEREAS, The HCSO enables the DPH to coordinate with a third party vendor to
2 administer program operations, including enrollment, tracking service utilization, billing, and
3 communication with the participants; and

4 WHEREAS, The JPA enables the most effective and efficient governance and
5 operations of the Healthy San Francisco program to be by and through the SFHA; and

6 WHEREAS, The Healthy San Francisco program provides health care access for
7 uninsured San Francisco residents who meet the eligibility criteria established by the DPH,
8 with 13,290 members currently enrolled, and eight (8) major non-DPH health care provider
9 groups and their affiliated hospitals currently providing care; and

10 WHEREAS, The DPH wishes to enter into an agreement with the SFCHA as a Third
11 Party Administrator to provide administrative functions for the HSF program; and

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

16 WHEREAS, The DPH has contracted with the SFCHA to perform these services since
17 2006, and is satisfied with SFCHA's performance and delivery of services; and

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

21 RESOLVED, That the Board of Supervisors hereby authorizes the Director of Public
22 Health and the Purchaser, on behalf of the City and County of San Francisco, to execute an
23 agreement with the San Francisco Community Health Authority for Third Party Administrator
24 services for the Healthy San Francisco program for a total amount not to exceed \$35,308,339,
25 for a term of five (5) years, July 1, 2020, through June 30, 2025; and, be it

1 FURTHER RESOLVED, That the Board of Supervisors authorizes the
2 Department of Public Health to enter into any amendments or modifications to the
3 contract, prior to its final execution by all parties, that the Department determines, in
4 consultation with the City Attorney, are in the best interest of the City, do not otherwise
5 materially increase the obligations or liabilities of the City, are necessary or advisable to
6 effectuate the purposes of the contract, and are in compliance with all applicable laws;
7 and, be it

8 FURTHER RESOLVED, That within thirty (30) days of the contract amendment being
9 fully executed by all parties, the Director of Health and/or the Director of Office of Contract
10 Administration/Purchased shall provide the final contract to the Clerk of the Board for inclusion
11 in the official file (File No. 200545).

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13 RECOMMENDED:

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15 /s/_____

16 Grant Colfax, M.D.

17 Director of Health

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<p>Items 8, 9 & 10 Files 20-0545, 20-0546 & 20-0547</p>	<p>Department: Department of Public Health</p>
<p>EXECUTIVE SUMMARY</p>	
<p style="text-align: center;">Legislative Objectives</p> <ul style="list-style-type: none"> • 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). <p style="text-align: center;">Key Points</p> <ul style="list-style-type: none"> • 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. • 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. <p style="text-align: center;">Fiscal Impact</p> <ul style="list-style-type: none"> • 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. <p style="text-align: center;">Policy Consideration</p> <ul style="list-style-type: none"> • 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. <p style="text-align: center;">Recommendation</p> <ul style="list-style-type: none"> • Approve the proposed resolutions. 	

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.¹ 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.^{2,3}

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

¹ 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.

² 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.

³ 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 Authority⁴ 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

⁴ 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.⁵ 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.

⁵ 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
Subtotal	\$5,146,463	\$6,221,799	\$6,419,693	\$6,670,453	\$7,066,896	\$31,525,303
Contingency (12%)	\$617,575	\$746,616	\$770,363	\$800,454	\$848,027	\$3,783,036
Total	\$5,764,038	\$6,968,415	\$7,190,056	\$7,470,907	\$7,914,923	\$35,308,339

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
Subtotal	\$3,769,813	\$4,281,360	\$4,595,935	\$4,728,708	\$4,863,551	\$22,239,368
Contingency (12%)	\$452,378	\$513,763	\$551,512	\$567,445	\$583,626	\$2,668,724
Total	\$4,222,191	\$4,795,123	\$5,147,447	\$5,296,153	\$5,447,177	\$24,908,092

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
Subtotal	\$7,929,341	\$8,250,655	\$8,754,683	\$9,123,995	\$9,739,859	\$43,798,533
Contingency (12%)	\$951,521	\$990,079	\$1,050,562	\$1,094,879	\$1,168,783	\$5,255,824
Total	\$8,880,862	\$9,240,734	\$9,805,245	\$10,218,874	\$10,908,642	\$49,054,357

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 15th 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, 12th Floor, San Francisco, CA 94105, a non-profit government entity (“Contractor”) and City.

Recitals

WHEREAS, the Department of Public Health (“Department”) wishes to enter into an agreement with San Francisco Community Health Authority (SFCHA) as a third-party administrator to provide administrative functions for Healthy San Francisco (HSF) 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, 12th 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 **THIRTY-FIVE MILLION THREE HUNDRED EIGHT THOUSAND THREE HUNDRED THIRTY-NINE DOLLARS (\$35,308,339)**. 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.

(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.

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 Contractor will not employ subcontractors.

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/

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:	SUMI SOUSA 50 BEALE STREET, 12 TH FLOOR SAN FRANCISCO, CA 94105	e-mail: ssousa@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

DocuSigned by:
John Grgurina
5BD8B5B0FBA7424...

John F. Grgurina, Jr
CEO
50 Beale Street, 12th 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

**HEALTHY SAN FRANCISCO PROGRAM (HSF)
Third Party Administrative Scope of Services**

1. TERMS

A. Contract Administrator:

In performing the Services hereunder, Contractor shall report to the City's 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. Reports:

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

C. Evaluation:

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

D. Possession of Licenses/Permits:

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

E. Adequate Resources:

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

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F. Infection Control, Health and Safety:

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

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

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

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

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

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

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

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

G. Aerosol Transmissible Disease Program, Health and Safety:

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

(2) Contractor shall assume liability for any and all work-related injuries/illnesses including infectious exposures such as Aerosol Transmissible Disease and demonstrate appropriate policies

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and procedures for reporting such events and providing appropriate post-exposure medical management as required by State workers' compensation laws and regulations.

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

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

H. 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 description of services is listed below in Section 6.

3. GOAL STATEMENT

This contract will enable the Department of Public Health to enter into an agreement with San Francisco Community Health Authority (SFCHA) as a third-party administrator to provide administrative functions for Healthy SF (HSF) Program. These administrative functions are in the area of: (1) assisting in eligibility & enrollment, (2) financial management and reconciliation of provider payments, participant fees and transfers to the Department of Public Health, (3) overseeing the HSF medical home network and HSF provider contracting, (4) receiving and managing utilization data from providers, analyzing and producing utilization reports, (5) communicating HSF program information to participants and responding to HSF participant complaints and inquiries, (6) managing training and communications to HSF Assistors, (7) maintaining a customer service/call center with language capacity in English, Cantonese, Spanish and access to Tagalog language assistance when needed, and (8) providing other as required administrative functions.

4. DELIVERABLES AND MEASURABLE OBJECTIVES

A. Program Management & Administration

SFCHA HSF Program Management & Administration will ensure execution of all TPA functions, including core services, priority initiatives and program expansions. It will coordinate internal performance monitoring and completion of monthly, quarterly and annual operations reports. SFCHA will serve as primary liaison with DPH and resolve operational issues as needed. It will manage HSF provider grant agreements and serve as the primary liaison and support for the annual contract for Third Party Administrator Services and Private Provider grant agreements. SFCHA program

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management is also responsible for the outbound call center activities, and providing support to the DPH for time sensitive projects including management of liens and subpoenas, overall program policy review and analysis, program audits, administrative disenrollments and other ad hoc priority projects.

SFCHA HSF Program Management will log and resolve HSF participant complaints within 45 days. SFCHA will report total complaints by medical home and their disposition on a monthly basis to the DPH. SFCHA will handle medical home management activities, including opening/closing HSF medical homes in the One-e-App system, annual review and updates to HSF medical home reference documentation such as the Network Operations Manual, response to provider inquiries, onboarding and offboarding of medical homes as needed, and case management for Kaiser Permanente.

Deliverables:

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	Negotiate and execute grant agreements with new and existing HSF providers as identified and requested by the DPH. Provide a copy of each executed agreement to the City.	July 2020 - June 2025
A.3	Provide DPH a comprehensive program budget for the next fiscal year by mid-November of current FY or within timeline mutually agreed upon by DPH and SFCHA.	November 2019
A.4	Support annual contract for Third Party Administrator Services and manage program and provider expenditures.	July 2020 - June 2025
A.5	Oversee live outbound call center for HSF renewal calls.	July 2020 - June 2025
A.6	Support DPH implementation of priority projects for HSF program.	July 2020 - June 2025
A.7	Resolve HSF participant complaints within 45 days.	July 2020 - June 2025
A.8	Address provider inquiries and escalate issues of provider compliance to the program administration.	July 2020 - June 2025
A.9	Maintain and publish electronic copies of the HSF Network Operations Manual, Location of Services grid and other provider references.	July 2020 - June 2025
A.10	Maintain Medical Home open/close status in One-e-App and disseminate status on 1 st and 15 th of each month to Medical Home Coordinators.	July 2020 - June 2025
A.11	Assist DPH in the evaluation of the existing program and review of current Policies and Procedures and to develop recommendations on program changes to streamline HSF Program	July 2020 - June 2025
A.12	Participate and support DPH with HSF program audit activities conducted by CCSF	July 2020 - June 2025
A.13	Assist DPH in implementing priority HSF program initiatives	July 2020 - June 2025

B. Product Management & Analytics

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SFCHA Product Management & Analytics will provide support for the oversight and administration of applications supporting Healthy San Francisco, development of annual and ad hoc enrollment projections, and analysis of utilization 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 One-e-App and work with the vendor to manage implementation of bug fixes and new features. They will lead and provide user testing, communication, training, and support to Assistors on One-e-App new features and issues. SFCHA will also identify, develop and update documentation of technical needs for HSF eligibility, enrollment, and billing systems.

SFCHA will also provide oversight and management of other applications/products supporting Healthy San Francisco, including data interfaces, user access and authorization, updates and enhancements including bug fixes or implementation of new features:

- **Premium Billing System (PBS):** SFCHA maintains an internal and proprietary billing system supporting HSF. They will process daily eligibility received from Alluma and manage ongoing maintenance and enhancements to the system.
- **Great Plains:** SFCHA utilizes Microsoft Great Plains for accounting and ledger. This application interfaces with PBS to ensure timely and accurate banking and accounting activities.
- **Appointment Scheduling System (TimeTrade):** SFCHA oversees the application used for appointment scheduling at the SFHP Service Center.

SFCHA will provide analytic support for Healthy San Francisco including producing annual enrollment projections, reviewing HSF encounter data and producing the HSF Annual Program Report, a summary of health service utilization by HSF participants. SFCHA will also provide ad hoc reports or analysis as requested by the DPH.

Deliverables:

No.	Deliverable	Due Date
B.1	Support Alluma implementation of priority One-e-App projects on behalf of HSF program	July 2020 - June 2025
B.2	Manage One-e-App bug and new feature backlog with Alluma and provide user acceptance testing (UAT) on Alluma release items	July 2020 - June 2025
B.3	Provide change request documentation and oversight for new features in One-e-App	July 2020 - June 2025
B.4	Provide communication, training, and support to assistors on One-e-App new features and issues.	July 2020 - June 2025
B.5	Develop and update documentation of technical needs for HSF eligibility, enrollment, and billing systems	July 2020 - June 2025
B.6	Coordinate and lead regular Coverage Programs releases, ensuring timely and efficient bug fixes and implementation of system enhancements	July 2020 - June 2025
B.7	Produce HSF Annual Program Report and respond to ad hoc report requests.	July 2020 - June 2025
B.8	Analyze monthly encounter data and produce 4 quarterly encounter summary reports.	July 2020 - June 2025
B.9	Provide HSF program and medical home level enrollment estimates within timeline mutually agreed upon by DPH and	July 2020 - June 2025

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No.	Deliverable	Due Date
	SFCHA.	
B.10	Prepare ad hoc data and analytics requests within timeline mutually agreed upon between DPH and SFCHA.	July 2020 - June 2025
B.11	Provide project management support for additional technical projects related to HSF	July 2020 - June 2025
B.12	Participate in regular ongoing ticket review meetings and tactical operations meetings with Alluma	July 2020 - June 2025
B.13	Provide ongoing OeA user experience research to inform Alluma/OeA of upcoming enhancement needs and priorities	July 2020 - June 2025

C. Participant & Provider Payments

Description: SFCHA will ensure timely and accurate payment processing for participating HSF providers and HSF participants. Functions include quarterly HSF participant billing including disenrollment for nonpayment, monthly HSF provider payment processing, and routine financial reporting to DPH.

Deliverables:

No.	Deliverable	Due Date
C.1	Oversee HSF participant billing, refunds and invoicing.	July 2020 - June 2025
C.2	Provide monthly balance sheet reporting to DPH detailing HSF revenues and expense activity including participant payments, provider grant payments, SF City Option contributions assigned to HSF, etc.	July 2020 - June 2025

D. Marketing & Communications

SFCHA will produce participant materials including design, translation, printing, postage, and mail house costs for participant invoices (>100% FPL only), identification cards, medical home directories, participant handbooks, and welcome packets. They will ensure translation of HSF 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.

Deliverables:

No.	Deliverable	Due Date
D.1	Update and disseminate HSF participant materials, including the participant handbook, medical home directory, ID Cards, invoices, welcome packet letters and envelopes, miscellaneous enrollment/eligibility materials such as reminder and term letters for non-DPH enrollment entities.	July 2020 - June 2025
D.2	Update HSF collateral used to communicate information about HSF and/or program updates to prospective participants, community organizations, providers, and other key stakeholders. Includes on-demand materials requests and HSF envelopes.	July 2020 - June 2025
D.3	Maintain the HSF website.	July 2020 - June 2025

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E. Customer Service Call Center

SFCHA will operate a customer service call center for HSF participants, potential participants, providers, and other public/media inquiries. SFCHA will handle the following call types: (1) general program inquiry calls from potential individual participants (2) calls from participants relating to included services, providers, changing their Medical Home, participant billing, getting new identification cards and (3) calls from providers relating to participant eligibility, included services and payment questions. The customer service center will process incoming complaints, conduct pre-screening for enrollment/renewal appointments at SFCHA, respond to email inquiries, and update participant information resulting from returned mail. The customer service call center will also conduct outbound calls and One-e-App data changes as needed to resolve participant issues and complaints.

Deliverables:

No.	Deliverable	Due Date
E.1	Maintain call center with expected call volume tied to enrollment.	July 2020 - June 2025
E.2	Ensure call center staff have English, Chinese, and Spanish language capacity and have access to Tagalog language services when requested.	July 2020 - June 2025

F. Enrollment & Training

SFCHA will serve as a Healthy San Francisco enrollment and renewal site for potential and renewing HSF participants. They will also serve as the exclusive site for SF City Option employees and participants selecting/renewing Kaiser as their HSF medical homes. SFCHA will conduct appointment reminder calls, and provide operational reporting as requested by DPH. SFCHA will also refer participants for other program eligibility, as appropriate.

SFCHA will lead and develop training for all HSF Application Assistors. These responsibilities include coordinating Training Lead Committee (TLC) meetings, creating and distributing HSF Assistor updates, developing and maintaining training materials and responding to Assistor inquiries.

Deliverables:

No.	Deliverable	Due Date
F.1	Enroll and/or renew eligibility, participants selecting Kaiser medical homes and other potential applicants.	July 2020 - June 2025
F.2	Provide renewal appointments and reminder calls for HSF participants.	July 2020 - June 2025
F.3	Manage, prepare and conduct training for new application assistors on Healthy San Francisco eligibility rules, policies, and procedures as well as training on enrollment functions in the One-E-App system. New assistor trainings will occur on an as needed basis.	July 2020 - June 2025
F.4	Prepare and conduct Refresher training session as needed to provide programmatic updates to all HSF application assistors.	July 2020 - June 2025
F.5	Produce and distribute quarterly HSF Application Assistor	July 2020 - June 2025

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No.	Deliverable	Due Date
	update (4 per year).	
F.6	Manage, prepare, and conduct Training Lead Meetings.	July 2020 - June 2025
F.7	Respond to and document all HSF Assistor inquiries within 2 business days.	July 2020 - June 2025
F.8	Coordinate and conduct audits of HSF applications to ensure Assistor adherence to HSF policies and procedures. Scope and schedule to be determined by DPH.	July 2020 - June 2025
F.9	Provide HSF presentations and HSF representation at events, as requested.	July 2020 - June 2025

G. Health Services

SFCHA will provide pharmacy benefit management services for St. Anthony and Women's Community Clinic. SFCHA will also implement and administer pharmacy benefits for any new HSF medical homes at the direction of DPH.

Deliverables:

No.	Deliverable	Due Date
G.1	PBM Services to St. Anthony and Women's Community Clinic	July 2020 - June 2025

H. Information Technology

SFCHA will maintain the infrastructure and interfaces for systems and applications required to support HSF operations, including an interface with Alluma/One-e-App, ongoing maintenance of participant billing and accounting systems, and routine processing of encounter 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.

Under this contract, SFCHA will:

- Support the electronic data interchange system that accepts and sends information from One-E-App to participant billing (and vice-versa)
- Support infrastructure, security and performance for the participant billing and accounting system to support all participant billing functions
- Process encounter data submissions (including overseeing data submission and loading, developing and implementing uniform standards for data submission, and developing an encounter processing engine for ongoing analysis and feedback on data accuracy)
- Support the HSF data warehouse for utilization reporting
- Support the data interchange of HSF eligibility and enrollment to the ESR Administration portal to manage SF City Option enrollment for HSF participants
- Ensure adequate performance and support for SFCHA internal systems required for HSF day-to-day operations (e.g., web page access, customer service internal service level reporting, etc.),
- Develop contracts with appropriate vendors

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- Develop and implement standards to de-identify PHI specific data elements in all data stores for testing and data validation purposes
- Implement a formal IT risk management program using an established Risk Management Framework

Deliverables:

No.	Deliverable	Due Date
H.1	Maintain operational interfaces with One-e-App, including 834 eligibility feeds and database copies.	July 2020 - June 2025
H.2	Maintain and support HSF participant billing system.	July 2020 - June 2025
H.3	Maintain and operate HSF clinical data warehouse.	July 2020 - June 2025
H.4	Implement uniform data submission standards for encounters, eligibility files, and database copies	July 2020 - June 2025
H.5	Maintain regular processes to improve encounter quantity and quality capture.	July 2020 - June 2025
H.6	Implement data de-identification software for HSF participants to de-identify PHI for testing and data validation purposes	July 2020 - June 2025
H.7	Implement formal IT risk management program of HSF systems infrastructure and practices.	July 2020 - June 2025

I. Operations Management

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

Deliverables:

No.	Deliverable	Due Date
I.1	Supervision, training and management of 30.90 FTE staff that fulfill Healthy San Francisco program services.	July 2020 - June 2025

5. EVALUATION

SFCHA will be evaluated on the following outcome objectives/deliverables:

Administrative Function	Annual Performance Standard
Program Management & Administration	<ul style="list-style-type: none"> • Provide 8 monthly, 3 quarterly and 1 annual reports to the DPH within agreed upon timelines. • Implement priority projects at the direction of DPH. • Execute annual provider contracting within agreed upon timelines. • Resolve HSF participant complaints within 45 days. • Review and update HSF medical home reference documents (Network Operations Manual, Medical Home Directory, Location of Services Grid, Medical Home Network Map) annually with ad hoc updates as needed or upon request of program administration.

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Administrative Function	Annual Performance Standard
	<ul style="list-style-type: none"> • Maintain Medical Home open/close status in One-e-App and ensure timely communication of Medical Home status. • Onboard/offboard HSF medical homes as needed.
Product Management & Analytics	<ul style="list-style-type: none"> • Provide support to DPH and Alluma on the implementation of priority One-e-App projects on behalf of HSF program • Manage One-e-App bug and new feature backlog with Alluma and provide user acceptance testing (UAT) on Alluma release items • Provide change request documentation and oversight for new features in One-e-App • Provide communication, training, and support to Assistors on One-e-App new features and issues. • Support user access to systems used for HSF, including One-e-App. • Produce annual HSF enrollment estimates within agreed upon timelines. • Response to ad hoc programmatic, data and analytical requests within agreed upon timelines. • Produce quarterly service category report to the DPH summarizing encounter submissions from participating providers. • Provide HSF Annual Program Report to the DPH within agreed upon timelines.
Participant & Provider Payments	<ul style="list-style-type: none"> • Produce monthly TPA and private provider invoices to DPH for processing and payment. • Produce quarterly balance sheet report on HSF revenues and expenses to the DPH. • All participants subject to quarterly participant fee are sent 60 day and 30 day payment invoices in a timely manner.
Enrollment/ Training	<ul style="list-style-type: none"> • Provide application and enrollment assistance for SF City Option employees and applicants/participants selecting Kaiser as their HSF medical homes, as well as other on-demand applicants. • Ensure that appointment no-show rate is 20% or less. • Provide reminder calls for participants who have not renewed before the deadline. • Manage, prepare and conduct training for new HSF Assistors as requested. • Prepare and conduct Assistor Refresher training sessions as requested (up to 4 total per year) • Produce and distribute HSF Application Assistor updates on a quarterly basis (4 total per year) • Manage, prepare, and conduct Training Lead Meetings (up to 12 per year). • Respond to and document all HSF Assistor inquiries within 2 business days. • Update all HSF Assistor materials on an as needed basis. • Conduct audits of HSF applications to ensure adherence by Assistors to HSF policies and procedures.
Marketing & Communications	<ul style="list-style-type: none"> • Placement of any and all program changes on the HSF websites upon request of the DPH within timeline mutually agreed upon by DPH and SFCHA. • Mail all new program participants their identification card and program handbook within 14 – 21 days of enrollment. • Update HSF collateral and communication materials on a timely basis.
Customer Service Call Center	<ul style="list-style-type: none"> • Call abandonment rate of 5% or less. • Percentage of calls answered in less than 30 seconds: 88% and above.

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Administrative Function	Annual Performance Standard
	<ul style="list-style-type: none"> • Provide English, Chinese and Spanish speaking customer service center staff and access to language line services to support most languages, including Tagalog, upon request.
Health Services	<ul style="list-style-type: none"> • Maintain PBM services for St. Anthony and Women's Community Clinic
Information Technology	<ul style="list-style-type: none"> • Process all encounters from HSF participating providers and provide regular reporting of monitoring activities. • Support and maintain the OEA interface with SFCHA, premium billing system, ESR Admin portal • Implement data de-identification software • Implement formal IT risk management program
Operations Management	<ul style="list-style-type: none"> • Supervise, manage and train 30.90 FTEs dedicated to Healthy San Francisco program

6. CONTINUOUS QUALITY IMPROVEMENT

The SFCHA will serve as the third-party administrator for the Healthy San Francisco Program. As such, its established Quality Improvement program for its health insurance lines of business will not guide quality improvement under this program. To ensure that administrative services provided by the contractor are of high quality, the following will be instituted:

- A. Upon DPH's request, bi-weekly or ad hoc status report meetings between SFCHA and Program Administration to discuss the following administrative activities being performed by SFCHA:
- Program Management & Administration
 - Medical Home management
 - Product Management & Analytics
 - Call Center services
 - Eligibility, enrollment, and audits
 - Information technology
 - Communications, outreach and marketing
 - Participant and Provider billing

Information from these meetings will be used to make program changes if necessary.

- B. Submission of quarterly operational reports covering administrative functions for Healthy San Francisco:
- Program Management & Administration
 - Project implementation
 - Product Releases
 - Customer Service
 - Enrollment Services
 - Assistor Management
 - Participant & Provider Billing
 - Information Technology Services
 - Marketing and Communications

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- C. Review of written policies and procedures internally developed by SFCHA for staff working on Healthy San Francisco providers participating in HSF, and employees/employers participating in SF City Option.
- D. Review of communication and outreach materials developed by the SFCHA for Healthy San Francisco applicants.
- E. Staff training for SFCHA providing services under this third-party administrative contract.

7. PROGRAM STAFFING

No.	Function(s)	Activity	FTEs	
			(annual)	(Total)
A.	Program Management & Product Management	Prog Management: Oversight and management of HSF administrative services, implementation of priority projects, medical home management, response to participant complaints, management of budget/contract. Prod Management: Manage applications/products supporting HSF program administration, provide enrollment estimates, utilization reporting and ad hoc analyses.	12.00	60.00
B.	Participant & Provider Payments	Process participant and provider billing and support accounting and other finance related activities.	1.00	5.00
C.	Enrollment/ Training	Provide application and enrollment assistance, conduct application audits, provide training for HSF Assistors.	3.75	18.75
E.	Marketing & Communications	Develop, produce and disseminate communications and outreach materials for the program	2.25	11.25
F.	Customer Service Call Center	Operation of call center/customer services	6.50	32.50
G.	Health Services	Provide pharmacy services and benefit management to program participants at St Anthony/Women's Community Clinic	0.60	3.00
H.	Information Technology	Develop and maintain necessary information technology systems and support	6.75	33.75
		Total FTE	32.85	164.25

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 **Thirty Five Million Three Hundred Eight Thousand Three Hundred Thirty Nine Dollars (\$35,308,339)**.

B. Contractor understands that, of the maximum dollar obligation listed in Section 3.3.1 of this Agreement, **Three Million Seven Hundred Eighty Three Thousand Thirty Six Dollars (\$3,783,036)** 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

Salaries and Benefits Detail (Staff to Accommodate Program within SFCHA: 32.85)

Program Administration Staff: 12.0 FTE

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** is responsible for overseeing the overall execution and quality of the Healthy San Francisco product management and monitoring and evaluation programs, including data quality, reporting, and evaluation. The **Director, Coverage Programs** provides strategic and operational direction for HSF and ensures all contract requirements are met. This includes monitoring performance of core services, ensuring implementation of priority initiatives and program changes, and ensuring the completion of all external reports. The **Manager, Healthy San Francisco** leads and oversees the HSF program operations team that handles day to day program operations for participants, providers and vendors to ensure adherence to policies/procedures and adequate support to the DPH to respond to new requirements, processes, inquiries, etc. The **Training Program Manager** provides health education and program administration messaging and communications with the HSF network, including Medical Homes, enrollment sites and participants. The Training Program Manager also oversees certification and ongoing training for Assistors and assistor sites, and is responsible for the development of new collateral and outreach to participants. The **Coverage Programs Specialists and Coverage Programs Coordinator** manage HSF medical homes, including managing open/close status, DPH capacity monitoring, maintaining medical home documentation and preparing monthly and quarterly operations reports for DPH. They also document and resolve all HSF clinical and administrative complaints and provide overall program support. The Specialists and Coordinator also provide support to the Customer Service Call Center by responding to inquiries from participants and employers regarding billing inquiries, payment receipt, correspondence for delinquent payments, or termination for non-payment

The **Senior Manager, Product Management** provides oversight and overall direction and strategy of the staff supporting all applications and systems used to administer the coverage programs. The **Manager, Product Management** oversees the day to day supervision of product managers, while developing and overseeing product management processes and standards for triage, backlog grooming, user stories and requirements, agile releases, user acceptance testing, and product communications and marketing.

The **Coverage Programs Analyst** is responsible for performing intermediate and advanced level operational and analytics support for HSF, including the development and maintenance of reports, desktop procedures and workflows, facilitate eligibility audits, tracking and reporting of contractual metrics and performance measures, etc. They provide operational support including vendor management, oversight of ongoing complex technical processes such as assignment of employer contributions. The **HSF/OeA Product Manager** provides necessary vendor management support for issues with Alluma/One-e-App. They coordinate and oversee testing for upgrades/enhancements as well as draft recommendations/proposals for enhancements or alternative solutions related to HSF eligibility and enrollment. The **Coverage Programs Product Manager** supports applications and systems that support Healthy San Francisco, including Time Trade and SFHP's internal Premium Billing System. The Product Manager plays a key role in collecting and documenting business needs and functionalities and working with internal and external partners (depending on the application) to develop, test and implement those changes. The **Product Specialist** provides reporting and QA support for HSF, including collection and review of operational data for DPH reporting, as well as monitoring of activities at SFHP.

The **Monitoring & Evaluation Program Manager** leads data and evaluation efforts for the Healthy San Francisco program, including development of performance indicators and metrics, and program level

reporting to the DPH. The **Coverage Programs Project Manager** supports project management activities for HSF, including coordination and implementation of program and policy changes through marketing and ITS projects.

The **Coverage Programs Finance Lead** oversees all HSF participant billing functions and administers the HSF Premium Billing System, which is used to process quarterly fees, refunds, reporting, and remittance to the DPH. They perform the daily HSF billing run and handle posting of the HSF lockbox file. The **Budget/Contract Specialist** leads and manages annual budget preparation for the coverage programs, support for executing annual contract/SOW, ensuring timely invoicing and oversight of billed expenses.

Customer Service Call Center Staff: 6.50 FTE

Customer Service Representative positions staff the Customer Service Call Center, which include English, Spanish and Chinese speakers. Responsibilities include answering questions from covered employers and employees, and providing phone customer service to participants on questions related to services, providers, changing their primary care clinic, getting ID cards, and medical home information. Representatives also respond to calls from providers relating to participant eligibility, including service and payment questions. Representatives process incoming complaints, schedule enrollment/renewal appointments at SFCHA, respond to email inquiries, update participant information resulting from returned mail, disenrollment notifications, and edits or exceptions from any disenrollment files, and conduct outbound calls and One-e-App data changes as needed, to resolve participant issues and complaints. The **Customer Services Supervisor** provides oversight for all Customer Service Representatives and monthly reporting on Customer Service metrics and deliverables.

Program Enrollment Staff: 3.75 FTE

Enrollment Coordinators (3.0 FTE) provide application and enrollment assistance for individuals seeking coverage, many who are existing HSF participants in HSF, but require eligibility screening to determine the coverage option right for them. Enrollment Coordinators provide assistance to current and renewing HSF participants as well as referrals to other programs based on the individual's eligibility. Coordinators also conduct appointment reminder calls, assist in participant outreach and case management, especially for the Kaiser medical home, and perform One-E-App testing/maintenance as needed. The **Manager, Enrollment Services** provides leadership and management of the Enrollment team and the SFHP Service Center, ensuring staff are trained and supported in application and enrollment assistance for multiple programs. The **Enrollment Services Supervisor** directly supervises the Enrollment Coordinators to ensure high quality program enrollment services, oversees training, onboarding, certification, and escalated appointments.

Information Technology Staff: 6.75 FTE

The **Release Manager** provide project management for system improvements/changes and business systems analysis related to performance, maintenance and support issues. The **Electronic Data Interchange (EDI) Analysts** are responsible for the integrity of data. They work with various groups, including the DPH, providers and Alluma, to ensure data quality via various venues. They perform eligibility, Electronic Data Interchange (EDI) and One-e-App maintenance and support, as well as encounter data quality improvement. Business Analytics Analysts work closely with the Program

Administration staff to create specifications on reporting requirements. In addition, these positions are also responsible for defining data requirements for end-users' ad hoc reporting needs.

Programmer Analysts are primarily responsible for application support and maintenance based on business requirements and specifications. They are responsible for creating automated encounter processing procedures such as Extract, Transform and Load (ETL) protocols based on specifications written by the Business Analytics Analysts. These individuals support HSF by providing ongoing maintenance for core ITS systems in premium billing and encounter data submission and extraction. This includes performing ongoing maintenance and improvements to the Premium Billing System, 837 Electronic Data Interchange (EDI) with One-e-App, ETL processes to move data for new encounter and charity care data submitters; and maintenance and support of existing ETL processes.

The **Senior Database Administrator** position conducts routine and ad hoc database administration tasks to ensure stability of databases including both transactional databases and the data warehouse. The Senior Database Administrator performs stored procedure development in support of encounter data improvement maintenance. The **Systems Administrator** provides assistance to new staff in setting up computers, software, phones and other initial IT set up requirements, as well as provides 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 **Production & Systems Support Specialist** provides support for data exchanges between trading partners and SFCHA as well as daily system and production services. The **Senior Quality Assurance Analyst** provides support and quality review of data collected and stored for HSF as well as research and investigation into bugs and operational issues. The **Security Analyst** is responsible for monitoring the integrity and security of HSF applications, firmware, hardware, and data through SFHP security systems and processes. The Analyst is also responsible for identifying ongoing HSF security risks and exposures, determines the causes and assists in remediation and establishment of procedures to halt future incidents.

The **Sr. Business Analyst** oversees monthly coverage program encounter analysis and reporting to the DPH.

Health Services Staff: 0.60 FTE

The **Pharmacy Technician Analyst** and **Pharmacy Coordinator** maintain and coordinate HSF pharmacy services utilized by participants assigned to St. Anthony Medical Clinic and Women's Community Clinic medical homes, as well as all issues associated with the Pharmacy Benefit Manager, Perform Rx. The **Clinical Pharmacist** oversees all HSF formulary issues, updates for purposes of the Pharmacy and Therapeutics Committee and provides general oversight to ensure pharmacy access.

Marketing and Communication Staff: 2.75 FTE

The **Associate Account Manager** coordinates the development, translation, and distribution of HSF collateral and materials. This position plays a key role ensuring the efficient and timely tracking, fulfillment, and distribution of all participant, enrollee and provider materials, and other collateral. The **Copy and Production Specialist** assists in development and execution of monthly mailing schedules, coordinates fulfillment and mailing of participant and provider materials, production of identification cards, and development, translation, and distribution of participant, provider, and outreach materials. The **Web and Creative Specialist** is responsible for the maintenance of the HSF website, databases and electronic material. The **Marketing Designer** and **Sr. Marketing Designer** work with the HSF program team on creating, designing and annually updating all HSF 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 HSF materials.

Finance Staff: 1.0 FTE

The **Accountant** position completes bank reconciliation, manages funds transfer, processes provider payments, TPA billing, and provides routine financial reporting to DPH.

Total Staff Salaries **\$16,578,081**

Benefits: FICA, SUI, Workers’ Compensation, Health and Dental Insurance, Retirement Plan for above positions. The benefits expense is calculated individually by position, but excludes Program Enrollment Coordinator overtime. Benefit rate is 33.5% of remaining salaries.

Annual Totals Benefits	FTE	Total Cost
FY20-21	32.85	\$1,035,654
FY21-22	32.85	\$1,071,901
FY22-23	32.85	\$1,109,418
FY23-24	32.85	\$1,148,248
FY24-25	32.85	\$1,188,436

Total Benefits on Detailed Staff **\$ 5,553,657**

Annual Sub-Total Salaries & Benefits	FTE	Total Cost
FY20-21	32.85	\$4,127,157
FY21-22	32.85	\$4,271,607
FY22-23	32.85	\$4,421,114
FY23-24	32.85	\$4,575,853
FY24-25	32.85	\$4,736,007

Sub-Total Salaries & Benefits **\$ 22,131,738**

Operations Management

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

Annual Operations Management	Total Cost
FY20-21	\$407,247
FY21-22	\$421,501
FY22-23	\$436,253
FY23-24	\$451,522
FY24-25	\$467,325

Operations Management **\$ 2,183,848**

Annual Subtotals	FTE	Total Cost
FY20-21	32.85	\$4,534,404
FY21-22	32.85	\$4,693,108
FY22-23	32.85	\$4,857,367
FY23-24	32.85	\$5,027,375
FY24-25	32.85	\$5,203,332

Subtotal: **\$ 24,315,586**

Less Attrition (7.5%) **\$ (1,823,669)**

Total Salaries and Benefits **\$ 22,491,917**

Operating Expense Details

Administration

Systems Support

Support costs for coverage programs related systems, including premium billing and the telephone system.

Leased Space

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

Insurance

Excess insurance required by City Risk Manager.

Supplies

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

Equipment for New Employees

Desktop computer for new employees.

Travel Costs

Transportation costs for HSF related meetings.

Scheduling Software Maintenance Costs

Monthly maintenance costs for scheduling software system for HSF program enrollment, renewal, and health coverage appointments.

Outbound Call Center

Cost associated with outreach efforts performed on a monthly basis:

- Calls to HSF participants and enrollees that are 30 – 45 days away from termination date

Clarizen Software License

Cost associated with license for project management software.

Language Software – Health Literacy Advisor

Software to aid in producing understandable communications for HSF at appropriate health literacy and reading levels.

Great Plains License Costs

SFHP uses the Great Plains accounting system and requires 3 annual system licenses.

Helpdesk Software will provide a secure email ticketing, triage and response system for HSF program and One-e-App users.

Assistor Training Expenses includes materials, assistor tools and assistor manuals for approximately 150 assistors.

Marketing and Communications

HSF Collateral Materials includes all materials, such as brochures and information sheets, used to communicate information about HSF to prospective participants, enrollees, community organizations, providers, and other key stakeholders. It also includes on-demand materials requests and envelopes. Costs for translation, design, art work, pre-press production, proofreading, and printing are also included.

HSF Ongoing Mailings includes non-ESR fulfillment and postage for HSF participants including welcome packets, invoices, storage, participant newsletter, and other miscellaneous shipping expenses. Costs include list processing, inserting, stuffing, labeling, metering, inventory/storage, and postage by the mailhouse.

HSF Websites includes design, production, programming, and translation costs for maintaining the HSF website. Costs include monthly vendor maintenance fees and content management tools.

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

Customer Service

Language line interpreter services 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.

Education and training provides the Customer Service and Enrollment supervisors on management skills, supervision, team building and other management skills.

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

Knowledge Base Software: HSF Customer Service has installed a software system where Healthy San Francisco 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 HSF Customer Service staff.

*Information Technology***EDI Software**

The ClarEDI software validates the HIPAA transactions prior to their entry into PCM and is a required part of the HSF Premium Billing process.

Hardware/Storage

Estimated total costs for server hardware, software and data storage associated with HSF program.

Encounter Clearinghouse Fee

The cost for use of a data clearinghouse for non-5010 compliant HSF medical homes.

Data De-Identification Software and Professional Services

Software and consulting services to implement data de-identification practices and standards to improve our security infrastructure and security practices.

Risk Management Program

Implementation of a formal IT Risk Management Program to improve Coverage Programs security posture, security infrastructure and security practices.

Virtual Desktop Infrastructure Use Fees

Includes per employee fee for virtual desktop software. This will allow employees to work remotely and securely on their own computers and reduces the amount of purchased desktop and laptop use/replacement.

ITS Project Consulting Costs

Supports ITS consulting costs associated with two major HSF projects over three fiscal years: replacement of the HSF One-e-App eligibility system and updating of the HSF program eligibility rules to align with multiple changes in health insurance eligibility rules that have occurred at a state level.

Annual Operations Total	Total Cost
FY20-21	\$ 952,139
FY21-22	\$1,880,674
FY22-23	\$1,926,629
FY23-24	\$2,020,132
FY24-25	\$2,253,813
Total Operating Expenses	\$9,033,386
Subtotal	<u>\$31,525,303</u>
DPH Contingency (12%)	\$ 3,783,036
TOTAL BUDGET REQUEST	<u>\$35,308,339</u>

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



San Francisco Department of Public Health

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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



San Francisco Department of Public Health

Business Associate Agreement

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.



San Francisco Department of Public Health

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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

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

Contractor Name:		Contractor City Vendor ID
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PRIVACY ATTESTATION

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

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

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.] [SFDPH 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 SFDPH'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 AND that health information is only transferred or created on encrypted devices approved by SFDPH Information Security staff?				

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

If Applicable: DOES YOUR ORGANIZATION...		Yes	No*
G	Have (or will have if/when applicable) evidence that SFDPH Service Desk (628-206-SERV) was notified to de-provision employees who have access to SFDPH health information record systems within 2 business days for regular terminations and within 24 hours for terminations due to cause?		
H	Have evidence in each patient's / client's chart or electronic file that a Privacy Notice that meets HIPAA regulations was provided in the patient's / client's preferred language? (English, Cantonese, Vietnamese, Tagalog, Spanish, Russian forms may be required and are available from SFDPH.)		
I	Visibly post the Summary of the Notice of Privacy Practices in all six languages in common patient areas of your treatment facility?		
J	Document each disclosure of a patient's/client's health information for purposes <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
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IV. *EXCEPTIONS: If you have answered "NO" to any question or believe a question is Not Applicable, please contact OCPA at 1-855-729-6040 or compliance.privacy@sfdph.org for a consultation. All "No" or "N/A" answers must be reviewed and approved by OCPA below.

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

Contractor Name:	Contractor City Vendor ID
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DATA SECURITY ATTESTATION

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

Exceptions: If you believe that a requirement is Not Applicable to you, see instructions in Section 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.] [SFDPH 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 SFDPH's health information?		
I	Have (or will have if/when applicable) a diagram of how SFDPH 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.

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

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

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

Name of the Contractor San Francisco Community Health Authority
 Program OMC
 Funding Source HCHSFHPADMGE
 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
Administration						
Scheduling Software Annual Subscription						
Clarizen Software Licenses						
GP Licenses						
Language level software - Health Literacy Advisor						
Helpdesk Software						
Outbound Call Center						
Leased space						
Insurance						
Supplies/Expense per Employee						
Equipment per office for new employees						
Travel expenses						
HSF Assistor Training Expenses						
Systems Support (Billing, Telephone)						
One-e-App Vendor Replacement		\$0	\$0	\$0	\$0	\$0
Marketing						
HSF Collateral Communications & Website						
Communications/Collateral Updates for Program Changes in 2022						
HSF Fulfillment Services/Mailhouse						
InDesign Software License			\$0	\$0	\$0	\$0
Customer Services						
Language Line interpreter services						
Education and training						
Customer Service Workforce Planning Tool						
Knowledge Base software			\$0	\$0	\$0	\$0
Information Technology						
ClarED/EDI/IECS software						
Hardware/Software						
Encounter Clearinghouse Fee						
Data De-identification Software						
Virtual Desktop Infrastructure Use Fee						
Risk Management Program: 50/50 distribution across TPA/SFCMRA						
ITS Project Consulting Costs			\$0	\$0	\$0	\$0
Other						
Total			\$0	\$0	\$0	\$0
Total Operating Expenses			\$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 contract budget (Appendix

Certified By: _____
 Title: _____
 Date: _____

Name of the Contractor San Francisco Community Health Authority
 Program OMC
 Funding Source HCHSFHPADMGE
 Fiscal Year: FY2020-2025
 Invoice Month

FTE FY20/21	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
0.25	Officer, Policy Development and Coverage Programs	Insert Name												\$0.00
0.25	Director, Policy Development	Insert Name												\$0.00
0.50	Director, Coverage Programs	Insert Name												\$0.00
1.00	Manager, HSF	Insert Name												\$0.00
1.00	Coverage Program Specialist	Insert Name												\$0.00
1.00	Coverage Program Specialist	Insert Name												\$0.00
0.50	Coverage Program Coordinator	Insert Name												\$0.00
1.00	Coverage Programs Project Manganer	Insert Name												\$0.00
0.50	Budget/ Contract Specialist	Insert Name												\$0.00
0.50	Coverage Program Finance Lead	Insert Name												\$0.00
0.50	Training Program Manager	Insert Name												\$0.00
0.50	Sr. manager, Product Management & Analytics	Insert Name												\$0.00
0.50	Manager, Product Management	Insert Name												\$0.00
1.00	Coverage Programs Product Manager	Insert Name												\$0.00
1.00	HSF/OeA Product Manager	Insert Name												\$0.00
0.50	Product Specialist	Insert Name												\$0.00
1.00	Coverage Programs Analyst	Insert Name												\$0.00
0.50	Monitoring & Evaluation Program Manager	Insert Name												\$0.00
1.00	Enrollment Coordinator	Insert Name												\$0.00
1.00	Enrollment Coordinator	Insert Name												\$0.00
1.00	Enrollment Coordinator	Insert Name												\$0.00
0.25	Manager, Enrollment Services	Insert Name												\$0.00
0.50	Enrollment Services Supervisor	Insert Name												\$0.00
0.50	Associate Account Manager	Insert Name												\$0.00
0.50	Marketing Designer	Insert Name												\$0.00
0.25	Sr. Marketing Designer	Insert Name												\$0.00
0.50	Web Designer	Insert Name												\$0.00
0.50	Marketing Production Specialist	Insert Name												\$0.00
0.25	Pharmacy Coordinator	Insert Name												\$0.00
0.25	Clinical Pharmacist	Insert Name												\$0.00
0.10	Pharmacy Technician Analyst	Insert Name												\$0.00
1.00	Customer Service Representative	Insert Name												\$0.00
1.00	Customer Service Representative	Insert Name												\$0.00
1.00	Customer Service Representative	Insert Name												\$0.00
1.00	Customer Service Representative	Insert Name												\$0.00
1.00	Customer Service Representative	Insert Name												\$0.00
1.00	Customer Service Representative	Insert Name												\$0.00
0.50	Customer Service Supervisor	Insert Name												\$0.00
1.00	Release Manager	Insert Name												\$0.00
0.50	EDI Analyst	Insert Name												\$0.00
0.50	EDI Analyst	Insert Name												\$0.00
0.25	Programmer Analyst (ESR & PBS Support)	Insert Name												\$0.00
0.25	Programmer Analyst (ESR & PBS Support)	Insert Name												\$0.00
0.50	Programmer Analyst (EDI)	Insert Name												\$0.00
0.50	Programmer Analyst (ETL)	Insert Name												\$0.00



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 Healthy San Francisco 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;
- Proposed Agreement;
- Form SFEC-126 (printout from database).

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

Sincerely,


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 Healthy San Francisco program
Date: Tuesday, May 19, 2020 4:31:06 PM
Attachments: [DPH-SF Cmty Hlth Auth-TPA-Cvr Ltr.pdf](#)
[DPH-SF Cmty Hlth Auth-TPA-Resolution.pdf](#)
[DPH-SF Cmty Hlth Auth-TPA-Resolution.docx](#)
[DPH-SF Cmty Hlth Auth-TPA-Agreement.pdf](#)
[DPH-SF Cmty Hlth Auth-TPA-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 Healthy San Francisco 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;
- Proposed Agreement;
- Form SFEC-126 (printout from database).

For questions on this matter, please contact me at (415) 255-3508, 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
(415) 255-3508

This e-mail is not a secured data transmission for Protected Health Information (PHI) as defined by the Healthcare Portability and Accountability Act (HIPAA), and it is the responsibility of all parties involved to take all reasonable actions to protect this message from non-authorized disclosure. This e-mail is intended for the recipient only. If you receive this e-mail in error, you should notify the sender and destroy the e-mail immediately. Disclosure of the information contained herein could subject to disclosure to civil or criminal penalties under state and federal privacy laws.

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

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
(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 . www.sfethics.org

Received On:

File #: 200545

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

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

2. CITY ELECTIVE OFFICE OR BOARD

OFFICE OR BOARD	NAME OF CITY ELECTIVE OFFICER
Board of Supervisors	Members

3. FILER'S CONTACT

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

4. CONTRACTING DEPARTMENT CONTACT

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

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

6. CONTRACT		
DATE CONTRACT WAS APPROVED BY THE CITY ELECTIVE OFFICER(S)	ORIGINAL BID/RFP NUMBER	FILE NUMBER (If applicable) 200545
DESCRIPTION OF AMOUNT OF CONTRACT \$35,308,339		
NATURE OF THE CONTRACT (Please describe) Third Party Administrator Services for the Healthy San Francisco 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			
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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>SIGNATURE OF CITY ELECTIVE OFFICER OR BOARD SECRETARY OR CLERK</p> <p>BOS Clerk of the Board</p>	<p>DATE SIGNED</p>
---	---------------------------