

**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**

**HealthRight 360  
Contract ID: 1000032807**

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This Agreement is made this 1<sup>st</sup> day of July, 2024, in the City and County of San Francisco (“City”), State of California, by and between HealthRight 360, 1563 Mission Street, San Francisco, CA 94103, a non-profit entity, (“Contractor”) and City.

### **Recitals**

WHEREAS, the Department of Public Health (“Department”) wishes to secure Program Administration and Support Services for Behavioral Health Services; 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, Department is authorized under Administrative Code Section 21A.4 to procure from Service Providers (as that term is defined in Section 21A.4(a)(6)) directly, without the approval of the Purchaser and without adhering to the requirements of Section 21.1 or Chapter 14B of the Administrative Code, or any other applicable competitive procurement requirement; and

WHEREAS, approval for the Agreement was obtained on 02/05/2024 from the Department of Human Resources on behalf of the Civil Service Commission under PSC number 48652 – 16/17 in the amount of \$367,880,000 for the period commencing 07/01/2017 and ending 06/30/2028;

## **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 specifically incorporated into this Agreement by reference as provided herein.

1.2     **“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     **“City Data”** means that data as described in Article 13 of this Agreement which includes, without limitation, all data collected, used, maintained, processed, stored, or generated by or on behalf of City in connection with this Agreement. City Data includes, without limitation, Confidential Information.

1.4     **“CMD”** means the Contract Monitoring Division of the City.

1.5     **“Confidential Information”** means confidential City information including, but not limited to, personal 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”). Confidential Information includes, without limitation, City Data.

1.6     **“Contractor”** means HealthRight 360, 1563 Mission Street, San Francisco, CA 94103.

1.7     **“Deliverables”** means Contractor’s or its subcontractors’ work product, including any partially-completed work product and related materials, resulting from the Services 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.

1.8     **“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”** means City and Contractor either individually or collectively.

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     **Term.** The term of this Agreement shall commence on 07/01/2024 and expire on 06/30/2026, unless earlier terminated as otherwise provided herein.

## **Article 3     Financial Matters**

### **3.1     Certification of Funds; Budget and Fiscal Provisions**

3.1.1    **Termination in the Event of Non-Appropriation.** This Agreement is subject to the budget and fiscal provisions of Section 3.105 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.

3.1.2    **Maximum Costs.** 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 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.”

3.2     **Authorization to Commence Work.** Contractor shall not commence any work under this Agreement until City has issued formal written authorization to proceed, such as a purchase order, task order or notice to proceed. Such authorization may be for a partial or full scope of work.

### **3.3     Compensation.**

3.3.1    **Calculation of Charges and Contract Not to Exceed Amount.** The amount of this Agreement shall not exceed **Nine Million Nine Hundred Sixty Five Thousand Three Hundred**

**Forty Seven Dollars (\$9,965,347).** the breakdown of which appears in Appendix B, “Calculation of Charges.” City shall not be liable for interest or late charges for any late payments. City will not honor minimum service order charges for any Services covered by this Agreement.

**3.3.2 Payment Limited to Satisfactory Services.** Contractor is not entitled to any payments until City approves the Services delivered. Payments to Contractor by City shall not excuse Contractor from its obligation to replace the unsatisfactory Services even if the unsatisfactory character was apparent or could have been detected at the time such payment was made. Non-conforming Services may be rejected by City and in such case must be replaced by Contractor without delay at no cost to City.

**3.3.3 Withhold Payments.** If Contractor fails to provide the Services in accordance with Contractor’s obligations under this Agreement, City may withhold any and all payments due to 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 submitted by Contractor under this Agreement must be in a form acceptable to the Controller and City and include a unique invoice number and a specific invoice date. Payment shall be made by City as specified in Section 3.3.8, or in such alternate manner as the Parties have mutually agreed upon in writing. All invoices must show the PeopleSoft Purchase Order ID Number, PeopleSoft Supplier Name and ID, Item numbers (if applicable), complete description of Services performed, sales/use tax (if applicable), contract payment terms and contract price. Invoices that do not include all required information or contain inaccurate information will not be processed for payment.

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

**3.3.6 Getting paid by City for Services.**

(a) City utilizes a commercial product through its banking partner to pay City contractors electronically. Contractors shall sign up to receive electronic payments to be paid under this Agreement. To sign up for electronic payments, visit [SF City Partner at sfgov.org](http://SF City Partner at sfgov.org)

(b) At the option of City, Contractor may be required to submit invoices directly in the City’s financial and procurement system. Refer to <https://sfcitypartner.sfgov.org/pages/training.aspx> for more information.

**3.3.7 Grant Funded Contracts.**

(a) **Reserved. (Grant Terms)**

(b) **Disallowance.** If Contractor requests or receives payment from City for Services, reimbursement for which is later disallowed due to Contractor’s non-compliance with the Grant Terms, Contractor shall promptly refund the disallowed amount to City upon City’s request. At its option, City may offset the amount disallowed from any payment due or to become due to Contractor under this Agreement or any other agreement between Contractor and City.

(c) **Reserved. (Subgrantees)**

**3.3.8 Payment Terms.**

(a) **Payment Due Date.** Unless City notifies the Contractor that a dispute exists, Payment shall be made within 30 calendar days, measured from (1) the rendering of the Services or (2) the date of receipt of the invoice, whichever is later. Payment is deemed to be made on the date City issued a check to Contractor or, if Contractor agreed to electronic payment, the date City has posted electronic payment to Contractor.

(b) **Reserved. (Payment Discount Terms)**

**3.4 Audit and Inspection of Records.** Contractor agrees to maintain and make available to City, during regular business hours, accurate books and accounting records relating to its Services. Contractor will permit City to audit, examine and make copies of 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 less than five years after final payment under this Agreement or until after final audit has been resolved, whichever is later. The State of California or any Federal agency having an interest in the subject matter of this Agreement shall have the same rights as conferred upon City by this Section. Contractor shall include the same audit and inspection rights and record retention requirements in all subcontracts.

3.4.1 Contractor shall annually have its books of accounts audited by a Certified Public Accountant and a copy of said audit report and the associated management letter(s) shall be transmitted to the Director of Public Health or his /her designee within one hundred eighty (180) calendar days following Contractor's fiscal year end date. If Contractor expends \$750,000 or more in Federal funding per year, from any and all Federal awards, said audit shall be conducted in accordance with 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Said requirements can be found at the following website address: [https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200\\_main\\_02.tpl](https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl).

3.4.2 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.

3.4.3 The Director of Public Health or his / her designee may approve a waiver of the audit requirement in Section 3.4.2 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.

3.4.4 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 Section 21.35, including the enforcement and penalty provisions, is incorporated into this Agreement. Any contractor or subcontractor who submits a false claim shall be liable to City for the statutory penalties set forth in that section.

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

**3.7 Contract Amendments; Budgeting Revisions.**

**3.7.1 Formal Contract Amendment:** Contractor shall not be entitled to an increase in the Compensation or an extension of the Term unless the Parties agree to a Formal Amendment in accordance with the San Francisco Administrative Code and Section 11.5 (Modifications of this Agreement).

**3.7.2 City Revisions to Program Budgets:** The City shall have authority, without the execution of a Formal Amendment, to purchase additional Services and/or make changes to the work in accordance with the terms of this Agreement (including such terms that require Contractor's agreement), not involving an increase in the Compensation or the Term by use of a written City Revision to Program Budget.

**3.7.3 City Program Scope Reduction.** In order to preserve the Agreement and enable Contractor to continue to perform work albeit potentially on a reduced basis, the City shall have authority during the Term of the Agreement, without the execution of a Formal Amendment, to reduce scope, temporarily suspend the Agreement work, and/or convert the Term to month-to-month (Program Scope Reduction), by use of a written Revision to Program Budgets, executed by the Director of Health, or his or her designee, and Contractor. Contractor understands and agrees that the City's right to effect a Program Scope Reduction is intended to serve a public purpose and to protect the public fisc and is not intended to cause harm to or penalize Contractor. Contractor provides City with a full and final release of all claims arising from a Program Scope Reduction. Contractor further agrees that it will not sue the City for damages arising directly or indirectly from a City Program Scope Reduction

## Article 4 Services and Resources

**4.1 Services Contractor Agrees to Perform.** Contractor agrees to perform the Services stated in **Appendix A, "Scope of Services."** Officers and employees of City are not authorized to request and City is not required to compensate for Services beyond those stated.

**4.2 Qualified Personnel.** Contractor represents and warrants that it is qualified to perform the Services required by City, and that all Services will be performed by competent personnel with the degree of skill and care required by current and sound professional procedures and practices. 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 sufficient resources for timely completion within the project schedule.

**4.3 Subcontracting.** 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. City's execution of this Agreement constitutes its approval of the subcontractors listed below and/or in appendices.

a. Subcontractors named in Appendices B.

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

**4.4.1 Independent Contractor.** For the purposes of this Section 4.4, "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 is an independent contractor and is wholly responsible for the manner and means by which it performs the Services and work required under this Agreement. Contractor, and its agents and employees will not represent or hold themselves out to be employees of City at any time. 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 is liable for its acts and

omissions. 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 of its agents or employees. 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 is not performing in accordance with the requirements of this Section, 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 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 hold 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. This Agreement may not be directly or indirectly assigned, novated, or otherwise transferred unless first approved by City by written instrument executed and approved in the same manner as this Agreement. Any purported assignment made in violation of this provision shall be null and void.

**4.6 Reserved. (Service Warranties)**

**4.7 Reserved. (Liquidated Damages)**

**4.8 Reserved. (Performance Bond)**

**4.9 Emergency - Priority 1 Service.** In case of an emergency that affects any part of the San Francisco Bay Area, Contractor will give the City and County of San Francisco Priority 1 service with regard to the Services procured under this Agreement unless preempted by State and/or Federal laws. Contractor will make every good faith effort in attempting to deliver Services using all modes of transportation available. In addition, the Contractor shall charge fair and competitive prices for Services ordered during an emergency and not covered under the awarded Agreement.

**Article 5      Insurance and Indemnity**

**5.1 Insurance.**

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

- (a) Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations. **Policy must include Abuse and Molestation coverage.**
- (b) 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.
- (c) Workers' Compensation Liability Insurance, in statutory amounts, with Employers' Liability Limits not less than **\$1,000,000** each accident, injury, or illness.
- (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) **Reserved. (Technology Errors and Omissions Liability Insurance)**
- (f) Cyber and Privacy Liability Insurance with limits of not less than **\$3,000,000** 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.
- (g) **Reserved.**
- (h) Blanket Fidelity Bond or Crime Policy with limits in the amount of Initial Payment included under this Agreement covering employee theft of money written with a per loss limit.

#### **5.1.2 Additional Insured.**

- (a) The Commercial General Liability Insurance policy must include as Additional Insured the City and County of San Francisco, and its Officers, Agents, and Employees.
- (b) The Commercial Automobile Liability Insurance policy must include as Additional Insured the City and County of San Francisco and its Officers, Agents, and Employees.
- (c) **Reserved.**

**5.1.3 Waiver of Subrogation.** The Workers' Compensation Liability Insurance policy(ies) shall include a waiver of subrogation in favor of City for all work performed by the Contractor, and its employees, agents and subcontractors.

#### **5.1.4 Primary Insurance.**

- (a) The Commercial General Liability Insurance policy 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.
- (b) The Commercial Automobile Liability Insurance policy 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.

**(c) Reserved**

**5.1.5 Other Insurance Requirements.**

(a) Thirty (30) days' advance written notice shall be provided to 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 email address: [insurance-contractsrm410@sfdph.org](mailto:insurance-contractsrm410@sfdph.org).

(b) 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, be maintained for a period of three (3) years beyond the expiration of this Agreement, to the effect that, should occurrences during the Agreement term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.

(c) 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.

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

(e) Before commencing any Services, Contractor shall furnish to City certificates of insurance including additional insured and waiver of subrogation status, as required, 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.

(f) 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 and its officers, agents, and employees, and the Contractor as additional insureds and waive subrogation in favor of City, where required.

**5.2 Indemnification.**

5.2.1 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 liabilities (legal, contractual, or otherwise), losses, damages, costs, expenses, or claims for injury or damages (collectively, "Claims"), arising from or in any way connected with Contractor's performance of the Agreement, including but not limited to, 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 personal 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; except to the extent such indemnity is void or otherwise unenforceable under applicable law, and except where such Claims are the result of the active negligence or willful misconduct of City and are 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. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants, experts, and related costs, and City's costs of investigating any claims against City.

5.2.2 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.

5.2.3 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.

5.2.4 Under no circumstances will City indemnify or hold harmless Contractor.

## 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 **Contractor to Pay All Taxes.** 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 City to verify Contractor's compliance with any State requirements for reporting sales and use tax paid by City under this Agreement.

7.2 **Possessory Interest Taxes.** Contractor acknowledges that this Agreement may create a "possessory interest" for property tax purposes. Contractor accordingly agrees on behalf of itself and its permitted successors and assigns to timely report on behalf of City to the County Assessor the information required by San Francisco Administrative Code Section 23.39, as amended from time to time, and any successor provision. Contractor further agrees to provide such other information as may be

requested by City to enable 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 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 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 (“Notice of Termination”). The Notice of Termination shall specify the date on which termination of the Agreement shall become effective (“Termination Date”).

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 affect the termination of this Agreement on the Termination Date and to minimize the liability of Contractor and City to third parties as a result of the 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) Completing performance of any Services that City requires Contractor to complete prior to the Termination Date.

(b) Halting the performance of all Services on and after the Termination Date.

(c) Cancelling all existing orders and subcontracts by the Termination Date, and not placing any further orders or subcontracts for materials, Services, equipment or other items.

(d) At City’s direction, assigning to City any or all of Contractor’s right, title, and interest under the orders and subcontracts cancelled. Upon such assignment, City shall have the right, in its sole discretion, to settle or pay any or all claims arising out of the cancellation of such orders and subcontracts.

(e) Subject to City’s approval, settling all outstanding liabilities and all claims arising out of the cancelled orders and subcontracts.

(f) Taking such action as may be necessary, or as 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 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 provided prior to the Termination Date, for which City has not already made 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 and returning material or equipment delivered to City or otherwise disposed of as directed by City.

(d) A deduction for the cost of materials to be retained by Contractor, amounts realized from the sale of such 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, 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 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	Article 13	Data and Security
Appendix E	Business Associate Agreement		

(b) Contractor fails or refuses to perform or observe any other term, covenant or condition contained in this Agreement, including any obligation imposed by ordinance or statute and incorporated by reference herein, and such default 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, reorganization or arrangement, 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 Default Remedies.** 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. Further, in accordance with San Francisco Administrative Code Section 10.27.1 (Controller may Offset), 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 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 in accordance with 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	8.2.2	Default Remedies
3.3.7(a)	Grant Funded Contracts – Disallowance	9.1	Ownership of Results
3.4	Audit and Inspection of Records	9.2	Works for Hire
3.5	Submitting False Claims	11.7	Agreement Made in California; Venue
Article 5	Insurance and Indemnity	11.8	Construction
6.1	Liability of City	11.9	Entire Agreement

6.3	Liability for Incidental and Consequential Damages	11.10	Compliance with Laws
Article 7	Payment of Taxes	11.11	Severability
8.1.6	Payment Obligation	Article 13	Data and Security
Appendix E	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, any partially-completed Deliverables, and related materials, shall become the property of and will be transmitted to City. Unless expressly authorized in writing by City, Contractor may not retain and use copies for reference and as documentation of its experience and capabilities.

**9.2      Works for Hire.** All copyrights in Deliverables that are considered works for hire under Title 17 of the United States Code, shall be the property of City. If any such Deliverables are ever determined not to be works for hire under federal law, Contractor hereby assigns all Contractor's copyrights to such Deliverables to 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 its subcontractors. With City's prior written approval, Contractor and its subcontractors may retain and use copies of such works for reference and as documentation of their respective experience and capabilities provided that any such use is in conformance with the confidentiality provisions of this Agreement.

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

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

**10.2      Conflict of Interest.** By executing this Agreement, Contractor certifies that it does not know of any fact which constitutes a violation of Section 15.103 of the City's Charter; Article III, Chapter 2 of City's Campaign and Governmental Conduct Code; Title 9, Chapter 7 of the California Government Code (Section 87100 *et seq.*); or Title 1, Division 4, Chapter 1, Article 4 of the California Government Code (Section 1090 *et seq.*), and further agrees promptly to notify 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 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 Labor and Employment Code Article 141, 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 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 Article 141. Information about and the text of Article 141 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 Article 141, irrespective of the listing of obligations in this Section.

#### **10.5 Nondiscrimination Requirements.**

**10.5.1 Nondiscrimination in Contracts.** Contractor shall comply with the provisions of San Francisco Labor and Employment Code Articles 131 and 132. Contractor shall incorporate by reference in all subcontracts the provisions of Sections 131.2(a), 131.2(c)-(k), and 132.3 of the San Francisco Labor and Employment Code and shall require all subcontractors to comply with such provisions. Contractor is subject to the enforcement and penalty provisions in Articles 131 and 132.

**10.5.2 Nondiscrimination in the Provision of Employee Benefits.** San Francisco Labor and Employment Code Article 131.2 applies to this Agreement. 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 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 Labor and Employment Code Article 131.2.

#### **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.** Labor and Employment Code Article 111 applies to this Agreement. Contractor shall pay covered employees no less than the minimum compensation required by San Francisco Labor and Employment Code Article 111, including a minimum hourly gross compensation, compensated time off, and uncompensated time off. Contractor is subject to the enforcement and penalty provisions in Article 111. Information about and the text of Article 111 is available on the web at <http://sfgov.org/olse/mco>. Contractor is required to comply with all of the applicable provisions of Article 111, irrespective of the listing of obligations in this Section. By signing and executing this Agreement, Contractor certifies that it complies with Article 111.

**10.8 Health Care Accountability Ordinance.** Labor and Employment Code Article 121 applies to this contract. Contractor shall comply with the requirements of Article 121. For each Covered Employee, Contractor shall provide the appropriate health benefit set forth in Article 121.3 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 Article 121, 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 Article 121. 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 applicable provisions of the First Source Hiring Program, Chapter 83 of the San Francisco Administrative Code, that

apply to this Agreement; and Contractor is subject to the enforcement and penalty provisions in Chapter 83.

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

Contractor agrees in the performance of this Agreement to maintain a drug-free workplace by notifying employees that unlawful drug use is prohibited and specifying what actions will be taken against employees for violations; establishing an on-going drug-free awareness program that includes employee notification and, as appropriate, rehabilitation. Contractor can comply with this requirement by implementing a drug-free workplace program that complies with the Federal Drug-Free Workplace Act of 1988 (41 U.S.C. § 701) and/or California Drug-Free Workplace Act of 1990 Cal. Gov. Code, § 8350 et seq.

**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 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 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 ten percent (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.** 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 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 Article 142, “City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions,” of the San Francisco Labor and Employment Code (“Article 142”), including the remedies provided, and implementing regulations, as may be amended from time to time. The provisions of Article 142 are incorporated by reference and made a part of this Agreement as though fully set forth herein. The text of Article 142 is available on the web at <http://sfgov.org/olse/fco>. Contractor is required to comply with all of the applicable provisions of Article 142, 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 Article 142.

10.14.2 The requirements of Article 142 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. Article 142 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 Nonprofit Contractor Requirements.**

10.15.1 **Good Standing.** If Contractor is a nonprofit organization, Contractor represents that it is in good standing with the California Attorney General’s Registry of Charitable Trusts and will remain in good standing during the term of this Agreement. Contractor shall immediately notify City of any change in its eligibility to perform under the Agreement. Upon City’s request, Contractor shall provide documentation demonstrating its compliance with applicable legal requirements. If Contractor will use any subcontractors to perform the Agreement, Contractor is responsible for ensuring they are also in compliance with the California Attorney General’s Registry of Charitable Trusts for the duration of the Agreement. Any failure by Contractor or its subcontractors to remain in good standing with applicable requirements shall be a material breach of this Agreement.

10.15.2 **Public Access to Nonprofit Records and Meetings.** If Contractor is a nonprofit organization, provides Services that do not include services or benefits to City employees (and/or to their family members, dependents, or their other designated beneficiaries), and receives a cumulative total per year of at least \$250,000 in City or City-administered funds, 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.** The scope of Services in this Agreement includes the sale, provision, or distribution of beverages to or on behalf of City. 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.** The scope of Services includes the sale, provision, or distribution of water to or on behalf of City. 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), 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.

## Article 11 General Provisions

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

To CITY:	Office of Contract Management and Compliance Department of Public Health 1380 Howard Street San Francisco, California 94103	e-mail: Sarah.ghoneim@sfdph.org
And:	April Crawford, Program Manager CONTRACT DEVELOPMENT AND TECHNICAL ASSISTANCE DEPARTMENT OF PUBLIC HEALTH 1380 HOWARD STREET, 5 <sup>TH</sup> FLOOR SAN FRANCISCO, CA 94103	e-mail: April.j.crawford@sfdph.org
To CONTRACTOR:	HEALTHRIGHT 360 1563 MISSION STREET SAN FRANCISCO, CA 94103	e-mail: veisen@healthright360.org

Any notice of default or data breach must be sent by certified mail or other trackable written communication, and also by e-mail, with the sender using the receipt notice feature. Either Party may change the address to which notice is to be sent by giving written notice thereof to the other Party at least ten (10) days prior to the effective date of such change. If email notification is used, the sender must specify a receipt notice.

### 11.2 Compliance with Laws Requiring Access for People with Disabilities.

11.2.1 Contractor acknowledges that, pursuant to the Americans with Disabilities Act (ADA), programs, services and other activities provided by a public entity to the public, whether directly or through a contractor, must be accessible to people with disabilities. Contractor shall provide the services specified in this Agreement in a manner that complies with the ADA and all other applicable federal, state and local disability rights legislation. Contractor agrees not to discriminate against people with disabilities in the provision of services, benefits or activities provided under this Agreement and further agrees that any violation of this prohibition on the part of Contractor, its employees, agents or assigns will constitute a material breach of this Agreement.

11.2.2 Contractor shall adhere to the requirements of (i) the Americans with Disabilities Act of 1990, as amended (42 U.S.C. Sec. 1201 et seq.), (ii) Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. Sec. 794d), (iii) Section 255 of the Communications Act Guidelines, (iv) the applicable Revised Section 508 Standards published by the U.S. Access Board (<https://www.access-board.gov/ict/>), and (v) the Web Content Accessibility Guidelines (WCAG) 2.1, Level AA, as amended from time to time. Contractor shall ensure that all information content and technology provided under this Agreement fully conforms to the applicable Revised 508 Standard, as amended from time to time, prior to delivery and before the City's final acceptance of the Services and/or Deliverables.

**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 § 7920 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 by written instrument executed and approved in the same manner as this Agreement.

**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. Disputes will not be subject to binding arbitration. 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 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 City until a written claim therefor has been presented to and rejected by City in conformity with the provisions of San Francisco Administrative Code Chapter 10 and California Government Code Section 900, et seq. Nothing set forth in this Agreement shall operate to toll, waive or excuse Contractor's compliance with the California Government Code Claim requirements set forth in San Francisco Administrative Code Chapter 10 and California Government Code Section 900, et seq.

**11.6.3 Health and Human Service Contract Dispute Resolution Procedure.** The Parties shall resolve disputes that have not been resolved administratively by other departmental remedies in accordance with the Dispute Resolution Procedure set forth in Appendix [G] incorporated herein by this reference.

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

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

**11.9 Entire Agreement.** This contract including the appendices, 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 City's Charter, codes, ordinances and duly adopted rules and regulations of 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 (i) the validity of other provisions of this Agreement shall not be affected or impaired thereby, and (ii) 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.** The Parties agree that this Agreement, including all appendices, sets forth the Parties' complete agreement. If the Appendices to this Agreement include any standard printed terms from Contractor, Contractor agrees that in the event of discrepancy, inconsistency, gap, ambiguity, or conflicting language between City's terms and Contractor's printed terms attached, City's terms in this Agreement shall take precedence, followed by the procurement issued by the department (if any), Contractor's proposal, and Contractor's printed terms, respectively. Any hyperlinked terms included in Contractor's terms shall have no legal effect.

**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 any City Data under this Agreement, and in no event later than twenty-four (24) hours after Contractor 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 City's instruction and requests, including, without limitation, any retention schedules and/or litigation hold orders provided by City to Contractor, independent of where 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.

**12.3 Prevention of Fraud, Waste and Abuse.** Contractor shall comply with all laws designed to prevent fraud, waste, and abuse, including, but not limited to, provisions of state and Federal law applicable to healthcare providers and transactions, such as the False Claims Act (31 U.S.C. § 3729 et seq.), the Anti-Kickback Statute (42 U.S.C. § 1320a-7b(b)), the Physician Self-Referral Law (Stark Law, 42 U.S.C. § 1395nn), and California Business & Professions Code § 650. Contractor shall immediately notify City of any suspected fraud, waste, and abuse under state or federal law.

### **12.4 Certification Regarding Lobbying.**

**12.4.1** Contractor certifies to the best of its knowledge and belief that: No federally appropriated funds have been paid or will be paid, by or on behalf of Contractor to any persons for influencing or attempting to influence an officer or an employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the entering into of any federal cooperative agreement, or the extension, continuation, renewal, amendment, or modification of a federal contract, grant, loan or cooperative agreement.

12.4.2 If any funds other than federally appropriated funds have been paid or will be paid to any persons for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan or cooperative agreement, Contractor shall complete and submit Standard Form -111, "Disclosure Form to Report Lobbying," in accordance with the form's instructions.

12.4.3 Contractor shall require the language of this certification be included in the award documents for all subawards at all tiers, (including subcontracts, subgrants, and contracts under grants, loans and cooperation agreements) and that all subrecipients shall certify and disclose accordingly.

12.4.4 This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

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

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

## Article 13 Data and Security

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

**13.1.1 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 City Data; Confidential Information.** In the performance of Services, Contractor may have access to, or collect on City's behalf, City Data, which may include proprietary or Confidential Information that if disclosed to third parties may damage City. If City discloses proprietary or Confidential Information to Contractor, or Contractor collects such information on City's behalf, 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 Health 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) (1-10-2024)**

1. SFDPH Attachment 1 Privacy Attestation (06-07-2017)
  2. SFDPH Attachment 2 Data Security Attestation (06-07-2017)
  3. SFDPH Attachment 3 Protected Information Destruction Order Purge Certification (01-10-2024)

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.**

**13.4.1 Use of City Data.** Contractor agrees to hold City Data received from, or created or collected on behalf of, City, in strictest confidence. Contractor shall not use or disclose City Data except as permitted or required by the Agreement or as otherwise authorized in writing by City. Any work by Contractor or its authorized subcontractors using, or sharing or storage of, City Data outside the United States is prohibited, absent prior written authorization by City. Access to City Data must be strictly controlled and limited to Contractor's staff assigned to this project on a need-to-know basis only. City Data shall not be distributed, repurposed or shared across other applications, environments, or business units of Contractor. Contractor is provided a limited non-exclusive license to use City Data 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 City Data, by implication, estoppel or otherwise, under copyright or other intellectual property rights, to any third-party. Unauthorized use of City Data 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 and/or machine learning from the data, stored or transmitted by the service, for unrelated commercial purposes, advertising or advertising-related purposes, or for any purpose that is not explicitly authorized other than security or service delivery analysis.

**13.4.2 Disposition of City Data.** Upon request of City or termination or expiration of this Agreement, Contractor shall promptly, but in no event later than thirty (30) calendar days, return all City Data given to, or collected or created by Contractor on City's behalf, which includes all original media. Once Contractor has received written confirmation from City that City Data has been successfully transferred to City, Contractor shall within ten (10) business days clear or purge all City Data from its servers, any hosted environment Contractor has used in performance of this Agreement, including its subcontractor's environment(s), 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. Secure disposal shall be accomplished by "clearing," "purging" or "physical destruction," in accordance with National Institute of Standards and Technology (NIST) Special Publication 800-88 or most current industry standard.

**13.5 Ownership of City Data.** The Parties agree that as between them, all rights, including all intellectual property rights, in and to City Data and any derivative works of City Data is the exclusive property of City.

**13.6 Loss or Unauthorized Access to City's Data; Security Breach Notification.** Contractor shall comply with all applicable laws that require the notification to individuals in the event of unauthorized release of PII, PHI, or other event requiring notification. Contractor shall notify City of any actual or potential exposure or misappropriation of City Data (any "Leak") within twenty-four (24) hours of the discovery of such, but within twelve (12) hours if the Data Leak involved PII or PHI. Contractor, at its own expense, will reasonably cooperate with City and law enforcement authorities to investigate any such Leak and to notify injured or potentially injured parties. Contractor shall pay for the provision to the affected individuals of twenty-four (24) months of free credit monitoring services, if the Leak involved information of a nature reasonably necessitating such credit monitoring. The remedies and obligations set forth in this subsection are in addition to any other City may have. City shall conduct all media communications related to such Leak.

**13.7 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 Chapter 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 City urges companies doing business in Northern Ireland to resolve employment inequities and to abide by the MacBride Principles, and urges San Francisco companies to do business with corporations that abide by the MacBride Principles.

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

**CITY**

Recommended by:

Signed by:

  
Dr. Hillary Kunins, Department of Public Health

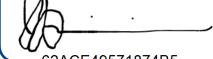
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Grant Colfax, MD  
Director of Health  
Department of Public Health

**CONTRACTOR**

**HealthRight 360**

DocuSigned by:

  
Vitka Eisen

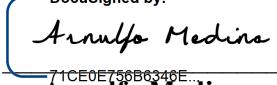
Vitka Eisen  
Chief Executive Officer

9/19/2024 | 3:30 PM PDT

Supplier ID: 0000018936

Approved as to Form:

David Chiu  
City Attorney

By:   
Arnulfo Medina

10/8/2024 | 9:03 AM PDT

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Arnulfo Medina

Deputy City Attorney

## **Appendices**

A: Scope of Services	G: Dispute Resolution
B: Calculation of Charges	
C: Insurance Waiver	
D: System Access Agreement	
E: HIPAA Business Associate Agreement	
F: Invoices	

## **Appendix A** **Scope of Services – DPH Behavioral Health Services**

### **1. Terms**

#### **A. Contract Administrator:**

In performing the Services hereunder, Contractor shall report to **April Crawford**, Program Manager, Contract Administrator for the City, or his / her designee.

#### **B. Reports:**

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

#### **C. Evaluation:**

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

#### **D. Possession of Licenses/Permits:**

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

#### **E. Adequate Resources:**

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

#### **F. Admission Policy:**

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

#### **G. San Francisco Residents Only:**

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

#### **H. Grievance Procedure:**

Contractor agrees to establish and maintain a written Client Grievance Procedure which shall include the following elements as well as others that may be appropriate to the Services: (1) the name or title of the person or persons authorized to make a determination regarding the grievance; (2) the opportunity for the aggrieved party to discuss the grievance with those who will be making the determination; and (3) the right of a client dissatisfied with the decision to ask for a review and recommendation from the community advisory board or planning council that has purview over the aggrieved service. Contractor shall provide a copy of this procedure, and any amendments thereto, to each client and to the Director of Public Health or his/her designated agent (hereinafter referred to as "DIRECTOR"). Those clients who do not receive direct Services will be provided a copy of this procedure upon request.

I. Infection Control, Health and Safety:

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

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

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

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

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

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

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

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

J. Aerosol Transmissible Disease Program, Health and Safety:

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

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

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

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

**K. Acknowledgment of Funding:**

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

**L. Client Fees and Third-Party Revenue:**

(1) Fees required by Federal, state or City laws or regulations to be billed to the client, client's family, Medicare or insurance company, shall be determined in accordance with the client's ability to pay and in conformance with all applicable laws. Such fees shall approximate actual cost. No additional fees may be charged to the client or the client's family for the Services. Inability to pay shall not be the basis for denial of any Services provided under this Agreement.

(2) Contractor agrees that revenues or fees received by Contractor related to Services performed and materials developed or distributed with funding under this Agreement shall be used to increase the gross program funding such that a greater number of persons may receive Services. Accordingly, these revenues and fees shall not be deducted by Contractor from its billing to the City, but will be settled during the provider's settlement process.

**M. DPH Behavioral Health Services (BHS) Electronic Health Records (EHR) System**

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

**N. Patients' Rights:**

All applicable Patients' Rights laws and procedures shall be implemented.

**O. Under-Utilization Reports:**

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

**P. Quality Improvement:**

CONTRACTOR agrees to develop and implement a Quality Improvement Plan based on internal standards established by CONTRACTOR applicable to the SERVICES as follows:

- 1) Staff evaluations completed on an annual basis.

- 2) Personnel policies and procedures in place, reviewed and updated annually.
- 3) Board Review of Quality Improvement Plan.

**Q. Working Trial Balance with Year-End Cost Report**

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

**R. Harm Reduction**

The program has a written internal Harm Reduction Policy that includes the guiding principles per Resolution # 10-00 810611 of the San Francisco Department of Public Health Commission.

**S. Compliance with Behavioral Health Services Policies and Procedures**

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

**T. Fire Clearance**

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

**U. Clinics to Remain Open:**

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

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

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

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

**V. Compliance with Grant Award Notices:**

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

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

**2. Description of Services**

Contractor agrees to perform the following Services:

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

The detailed description of services is listed below and are attached hereto:

Appendix A-1 – HR360 Medical Detox

Appendix A-2 Acceptance Place

**3. Services Provided by Attorneys.** Any services to be provided by a law firm or attorney to the City must be reviewed and approved in writing in advance by the City Attorney. No invoices for services provided by law firms or attorneys, including, without limitation, as subcontractors of Contractor, will be paid unless the provider received advance written approval from the City Attorney.

**Contractor Name: HEALTHRIGHT 360**  
**Program Name: HR360 Medical Detox**

**Appendix A-1**  
**Funding Term: 7/1/24 – 6/30/2025**

**1. Identifiers:**

Program Name: HR360 Medical Detox  
Program Address: 815 Buena Vista West  
City, State, Zip Code: San Francisco, CA 94117  
Telephone: (415) 554-1450  
Website Address: [www.healthright360.org](http://www.healthright360.org)

**Program Codes:** 3806RWM

Contractor Address, City, State, ZIP:  
1563 Mission St., San Francisco, CA 94103  
[contracts@healthright360.org](mailto:contracts@healthright360.org)

Program Director: Shawnté Alexander, Vice President of NorCal Behavioral Health  
Telephone: (415) 535-8873  
Email Address: [salexander@healthright360.org](mailto:salexander@healthright360.org)

**2. Nature of Document:**

Original       Contract Amendment       Revision to Program Budgets (RPB)

**3. Goal Statement:**

To reduce the impact of substance use disorders and addiction on the target population by successfully implementing the described interventions.

**4. Priority Population:**

The target population served by HR360 Joe Healy Adult Withdrawal Management is adults with (poly)substance use disorders (SUD) who live in San Francisco. Their primary substances used are alcohol, heroin, crack, cocaine, amphetamines, and barbiturates. HR360 serves clients from all racial and cultural backgrounds and from all economic classes, although the majority of clients are underserved.

- SF Residents
- Medi-CAL eligible SUD clients
- Persons using multiple substances
- Unhoused
- Intravenous Drug Users (IDU)

Specialized served populations: San Francisco General Hospital (SFGH) / WHITS/ Transgender / Populations benefiting from specialized services include women; people mental illness (co-occurring dx); HIV positive individuals; people experiencing homelessness; gay, lesbian, bisexual, queer and transgender persons; and individuals involved in the criminal justice system.

**Contractor Name: HEALTHRIGHT 360**  
**Program Name: HR360 Medical Detox**

**Appendix A-1**  
**Funding Term: 7/1/24 – 6/30/25**

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

<b>Units of Service (UOS) Description (add more rows if needed)</b>	<b>Units of Service (UOS)</b>	<b>Unduplicated Clients (UDC)</b>
ODS-109: ODS Withdrawal Management 3.2 – Per Day 28 beds x 365 days (7/1/23-6/30/24) * 65% utilization	6,643	316
ODS-58: ODS Res Tx Room & Board Only – Per Day 28 beds x 365 days (7/1/23-6/30/24) * 65% utilization	6,643	316
<b>Total UOS Delivered</b>	<b>6,643</b>	
<b>Total UDC Served</b>		<b>316</b>

## 6. Methodology:

HR360's Withdrawal Management Programs provide integrated substance use disorder and mental health treatment in a safe, recovery-oriented environment. Each participant's treatment experience is unique, as services are assessment-driven, strength-based, and participant-centered.

**A. Outreach, recruitment, promotion, and advertisement:** HR360 is well established within the San Francisco community, the criminal justice system, homeless shelters, medical providers, and other substance use treatment programs. We maintain a network with community providers and agencies, virtually participate in community meetings and service provider groups, as well as public health meetings, to recruit, promote, outreach and increase referrals to our programs. In addition, we distribute brochures and publications about our programs to interested parties through HR360's website at [www.healthright360.org](http://www.healthright360.org). Word of mouth and self-referrals also serve as sources for referrals, and our outreach team includes staff who go out into the community to actively engage individuals in care.

**B. Admissions and Intake:** Admission is open to all adult San Francisco residents with a Substance Use Disorder (SUD) as defined by ASAM criteria. The person served may access HR360 services through a referral phone call, appointment, or walk-in at the Intake Department at 1563 Mission Street or through TAP (County Central Intake Program) at 1380 Howard Street. Intake orientations happen Monday through Friday for anyone in the community to come and be assessed for placement in any of our modalities. We also get referrals from SF County jails, SF Superior Court system, and other case management groups throughout San Francisco.

ASAM Level of Care (LOC) Placement Authorizations are processed within 72 hours.

- 1) A client is scheduled for their 3.2 LOC on day 1. They meet with a Licensed Practitioner of the Healing Arts (LPHA) for about an hour. The LPHA completes the level of care recommendation in the county EHR, Avatar, and submits it to the County. This is processed on the same day of the scheduled appointment.
- 2) The County has 24 hours to respond.

3) When LOC results are received (approved or denied) from the County, participants that have been approved can be admitted into a residential treatment program on that day, or are scheduled to enter when a bed is available, within two weeks of the approved LOC.

Medi-CAL eligible paperwork is gathered along with a series of additional assessments as indicated by their presentation and the information collected. These may include a legal assessment to clarify issues related to the criminal justice system, and screenings and assessments with medical and mental health staff. A psychologist screens participants presenting with mental health and co-occurring disorders to assess risk factors, provide diagnosis, and ensures that participants are placed in the appropriate treatment setting. The initial screening with a psychologist can also result in a recommendation for a medication evaluation with a HR360 psychiatrist.

If a participant is identified as inappropriate for the program, they will be provided referrals to other service providers, including TAP, based on a list of community resources provided at the Intake Department.

### **C. Program Service Delivery Model:**

#### **I. Withdrawal Management Services**

HR360 shall provide Level 3.2 Withdrawal Management Services as part of the ODS implementation in the first year of this Agreement. The adult withdrawal management programs are short term programs that must be authorized by the County.

Each participant's length of stay in treatment and individualized treatment plan is determined by their assessment that establishes individual, clinical priorities as well as ASAM risk levels.

Withdrawal Management (detoxification) Services are available at this facility for up to 5-7 days.

***Services provided in a 24- hour facility where participants reside***

#### **ASAM designations:**

##### **815 Buena Vista West**

#### **3.2 Withdrawal Management Services**

- ASAM Level 3.2 shall provide residential supervised withdrawal services for beneficiaries who need residential care.

### **D. Discharge Planning and Exit Criteria and Process:** Successful completion of program consists of completing the treatment plan. Discharge-Transition Plan is signed. Those who complete the program have stabilized their lives and have moved on to residential treatment or safe housing within the community. Unsuccessful completion includes those who left without consent or notification of the program staff, asked to leave treatment based upon a decision made by members of the staff for major rules infractions (violence, threats, and repeated drug use). Upon discharge, participants are offered

**Contractor Name: HEALTHRIGHT 360**  
**Program Name: HR360 Medical Detox**

**Appendix A-1**  
**Funding Term: 7/1/24 – 6/30/25**

referral information. A discharge summary is completed which includes an evaluation of the treatment process & progress and plans for reentry into community.

**E. Program Staffing:** See salaries & benefits detail page in Appendix B.

**F. Vouchers:** N/A

**7. Objectives and Measurements:**

All objectives, and descriptions of how objectives will be measured, are contained in the BHS document entitled Adult and Older Adult Performance Objectives FY 23-24..

**8. Continuous Quality Improvement:**

**1. Achievement of contract performance objectives and productivity;**

HealthRIGHT 360 is committed to maintaining careful quality control procedures and, therefore, maintains a robust Quality Control Plan in order to ensure that the agency is both achieving our targeted objectives while participants also achieve positive outcomes. To measure and monitor our own performance, HealthRIGHT 360 has implemented a number of procedures and systems that work together to collect, store, report, analyze, and monitor data so that participant outcomes can be evaluated relative to internal and external performance goals. These systems also identify areas in need of improvement and enable fast and effective responses. HealthRIGHT 360 executive staff preside over a network of committees that ensure agency-wide adherence to the Quality Control Plan.

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

**QRR Process:** HealthRIGHT 360 requires all program supervisors to audit at least 10% of their files each month for conformance to contract requirements and agency standards. Program supervisors receive a randomly generated list of participant names to review using an audit tool tailored to the specifics of their program. Program supervisors are encouraged to use the tool to audit additional files to ensure maximum conformance with program requirements. A corrective action plan must be completed for all deficiencies identified. Completed audit forms are submitted monthly to the Compliance Manager who reviews the forms for accuracy and determines training needs based on patterns of deficiencies.

**Additional File Review:** In addition to reviewing 10% of the case files monthly as a component of the Quality Record Review Process, a Program Supervisor must review each file when a participant discharges from the program, and conduct targeted reviews of files for any staff member whose performance standards are in question. In the event that a pattern of deficiencies is identified, the Program Supervisor will work with the Vice President of Corporate Compliance to determine and implement a corrective action plan which can include all-staff training workshops, individual staff supervision and one-on-one training, and/or

**Contractor Name: HEALTHRIGHT 360**  
**Program Name: HR360 Medical Detox**

**Appendix A-1**  
**Funding Term: 7/1/24 – 6/30/25**

performance management strategies (performance improvement plans or disciplinary actions) involving the Director of Human Resources.

### **DMC Chart Audit & Review (DMC programs only)**

#### **Daily Audits**

- All New Admits *Intake/Admission Audit Tool* for a description of listed items checked daily
- Compliance Coordinator Check  
Goal: Minimum 100% of active participants per program

#### **Weekly Audits**

- Assessment & Diagnosis – audit tools on file  
Goal: Minimum 20% of active participants per program
- Individual Counseling Session Progress Notes -audit tools on file  
Goal: Minimum of 10% active participants per program
- Group Notes  
Goal: Minimum 10% of active participants per program
- Staff Credential Checks in Welligent

#### **Monthly Audits**

- Discharge Charts  
Goal: 100% of participants per program -audit tools on file
- Group Sign-In Sheets Check  
Goal: Minimum of 10% of active participants per program

### **3. Cultural competency of staff and services;**

HealthRIGHT 360 is committed to being culturally and linguistically competent by ensuring that staff has the capacity to function effectively as treatment providers within the context of the cultural beliefs, behaviors, and needs presented by the consumers of our services and their communities. This capacity is achieved through ongoing assessment activities, staff training, and maintaining a staff that is demographically compatible with consumers and that possesses empathic experience and language capability.

### **4. Satisfaction with services; and**

Satisfaction surveys are distributed annually (agency wide) to gather feedback from our participants on how we are doing and areas for improvement. We utilize this information in developing goals for strategic planning in our Steering Committee. We also administer Satisfaction Surveys for most CBHS contracts annually as required by CBHS.

**Contractor Name: HEALTHRIGHT 360**  
**Program Name: HR360 Medical Detox**

**Appendix A-1**  
**Funding Term: 7/1/24 – 6/30/25**

**5.** Timely completion and use of outcome data, including, but not limited to CalOMS (Substance Use Disorder Treatment Programs only).

To measure and monitor our own performance, HealthRIGHT 360 has implemented a number of procedures and systems that work together to collect, store, report, analyze, and monitor data so that participant outcomes can be evaluated relative to internal and external performance goals. This infrastructure supports the overall processes that guide timely completion of CalOMS for our SUD Programs. These systems also identify areas in need of improvement and enable fast and effective responses.

**9. Required Language:**

The program will comply with daily bed count reporting as requested by the county.

**Contractor Name: HealthRIGHT 360**  
**Program Name: HR360 Acceptance Place Residential SUD Tx**

**Appendix A-2**  
**Funding Term: 7/01/2024 – 06/30/2025**

## 1. Identifiers:

Program Name: HR360 Acceptance Place Men's Adult Residential Tx  
 Program Address: 890 Hayes St, San Francisco, CA 94117  
 Telephone: (415) 701-5100  
 Website Address: [www.healthright360.org](http://www.healthright360.org)

Contractor Address, City, State, ZIP:  
 1563 Mission St, 4<sup>th</sup> Floor, San Francisco, CA 94103  
[contracts@healthright360.org](mailto:contracts@healthright360.org)

Program Director: Shawnté Alexander, Vice President of NorCal Behavioral Health  
 Telephone: (415) 535-8873  
 Email Address: [salexander@healthright360.org](mailto:salexander@healthright360.org)

## 2. Nature of Document:

Original       Contract Amendment       Revision to Program Budgets (RPB)

## 3. Goal Statement:

To reduce the impact of substance use disorder and addiction on the target population by successfully implementing the described interventions.

## 4. Priority Population:

The target population served by HR360 Acceptance Place Adult Residential is gay or bisexual men with (poly)substance use disorders (SUD) who live in San Francisco. Their primary drugs of abuse are heroin, crack, alcohol, cocaine, amphetamines, and barbiturates. HR360 welcomes and serves clients from all racial and cultural backgrounds and from all economic classes, although the majority of clients are indigent.

- SF Residents
- Medi-CAL eligible SUD clients
- Persons using multiple substances
- Unhoused
- Intravenous Drug Users (IDU)

Specialized served populations: the mentally ill (co-occurring dx); HIV positive individuals; homeless persons; gay and bisexual men; and individuals involved in the criminal justice system.

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

Units of Service (UOS) Description <b>(add more rows if needed)</b>	Units of Service (UOS)	Unduplicated Clients (UDC)
ODS-112: ODS Residential (Drug-Medi-Cal) 3.1 – Per Day 10 beds x 365 days (7/1/23-6/30/24)	2,920	34

**Contractor Name: HealthRIGHT 360**  
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ODS-113: ODS Residential (Drug-Medi-Cal) 3.3 – Per Day 10 beds x 365 days		
ODS-114: ODS Residential (Drug-Medi-Cal) 3.5 – Per Day 10 beds x 365 days		
ODS-58: ODS Residential Treatment Services - Room & Board Only – Per Day 10 beds x 365 days (7/1/23-6/30/24)	2,920	
<b>Total UOS Delivered</b>	<b>2,920</b>	
<b>Total UDC Served</b>		<b>34</b>

## 6. Methodology:

HR360's Acceptance Place Residential Substance Use Treatment Disorder Programs provide integrated substance use disorder and mental health treatment in a safe environment tailored to serve gay and bisexual men who are recovering from chemical dependency. Each participant's treatment experience is unique, as services are assessment-driven, strength-based, and participant-centered.

**A. Outreach, recruitment, promotion, and advertisement:** HR360 is well established within the San Francisco community, the criminal justice system, homeless shelters, medical providers, and other substance use treatment programs. We maintain a network with community providers and agencies, virtually participate in community meetings and service provider groups, as well as public health meetings, to recruit, promote, outreach and increase referrals to our programs. In addition, we distribute brochures and publications about our programs to interested parties through HR360's website at [www.healthright360.org](http://www.healthright360.org). Word of mouth and self-referrals also serves as sources for referrals, and our outreach team goes out into the community to actively engage individuals in care.

**B. Admissions and Intake:** Admission is open to all adult gay or bisexual men who are San Francisco residents with a Substance Use Disorder (SUD) as defined by ASAM criteria. The person served may access HR360 services through a referral phone call, appointment, or walk-in at the Intake Department at 1563 Mission Street or through TAP (County Central Intake Program) at 1380 Howard Street. Intake orientations happen Monday through Friday for anyone in the community to come and be assessed for placement in any of our modalities. We also get referrals from SF County jails, SF Superior Court system, and other case management groups throughout San Francisco.

ASAM Level of Care (LOC) Placement Authorizations are processed within 72 hours.

- 1) A client is scheduled for their LOC on day 1. They meet with a Licensed Practitioner of the Healing Arts (LPHA) for about an hour. The LPHA completes the level of care recommendation in the county EHR, Avatar, and submits it to the County. This is processed on the same day of the scheduled appointment.
- 2) The County has 24 hours to respond.
- 3) When LOC results are received (approved or denied) from the County, clients that have been approved can be admitted into a residential treatment program on that day, or are scheduled to enter when a bed is available, within two weeks of the approved LOC.

Medi-CAL eligible paperwork is gathered along with a series of additional assessments as indicated by their presentation and the information collected. These may include a legal assessment to clarify

Contractor Name: HealthRIGHT 360

Appendix A-2

Program Name: HR360 Acceptance Place Residential SUD Tx

Funding Term: 7/01/2024 – 06/30/2025

issues related to the criminal justice system, and screenings and assessments with medical and mental health staff. A psychologist screens participant presenting with mental health and co-occurring disorders to assess risk factors, provide diagnosis, and ensure that the participant is placed in the appropriate treatment setting. The initial screening with a psychologist can also result in a recommendation for a medication evaluation with a HR360 psychiatrist.

If a client is identified as inappropriate for the program, they will be provided referrals to other service providers, including TAP, based on a list of community resources provided at Intake Department.

### C. Program Service Delivery Model:

#### I. Residential Treatment Services

HR360 shall provide Levels 3.1, 3.3, and 3.5 of Residential Services as part of the ODS implementation in the first-year of this Agreement. The adult residential programs are short term residential programs that provide stays from 30 to 90 days of residential services that must be authorized by the County.

Each client's length of stay in treatment and individualized treatment plan is determined by their assessment that establishes individual, clinical priorities as well as ASAM risk levels.

#### *Services provided in a 24- hour facility where clients reside*

#### ASAM designations:

##### 890 Hayes St

##### **3.1 Low intensity services**

- a) ASAM Level 3.1 Residential Services shall include a 24-hour structure with available trained personnel, at least 5 hours of clinical services per week, and prepare beneficiaries for outpatient treatment.
- b) Service components:
  - i. Intake;
  - ii. Individual & Group Counseling;
  - iii. Patient Education;
  - iv. Family Therapy;
  - v. Safeguarding Medications;
  - vi. Collateral Services;
  - vii. Crisis Intervention Services;
  - viii. Treatment Planning;
  - ix. Transportation Services (to/from medically necessary treatment); and
  - x. Discharge Services.

##### **3.3 Population specific High intensity**

- c) ASAM Level 3.3. Residential Services shall include 24-hour care with trained counselors to stabilize multidimensional imminent danger and less intense milieu and group treatment for those with cognitive or other impairments unable to use full active milieu or therapeutic community and prepare for outpatient treatment.

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**Program Name: HR360 Acceptance Place Residential SUD Tx**

**Appendix A-2**  
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**d) Service components:**

- i. Intake;
- ii. Individual & Group Counseling;
- iii. Patient Education;
- iv. Family Therapy;
- v. Safeguarding Medications;
- vi. Collateral Services;
- vii. Crisis Intervention Services;
- viii. Treatment Planning;
- ix. Transportation Services (to/from medically necessary treatment); and
- x. Discharge Services.

**3.5 High intensity services**

e) ASAM Level 3.5 Residential Services shall include 24-hour care with trained counselors to stabilize multidimensional imminent danger and prepare for outpatient treatment and be able to tolerate and use the full milieu of therapeutic community.

**f) Service components:**

- i. Intake;
- ii. Individual & Group Counseling;
- iii. Patient Education;
- iv. Family Therapy;
- v. Safeguarding Medications;
- vi. Collateral Services;
- vii. Crisis Intervention Services;
- viii. Treatment Planning;
- ix. Transportation Services (to/from medically necessary treatment); and
- x. Discharge Services.

Once onsite at their assigned location, the client immediately enters orientation which includes:

- Introduction to staff and peers;
- Within 3 days, designation of primary AOD Counselor; orientation to program including common problems of communal living are also explained (i.e. dining times; hygiene times; infection control, Evacuation plan, Safety Drills etc.);
- “ABC” handbook which outlines program expectations, guidelines, norms, regulations, and rules;
- Transition-Discharge Plan – self assessment of needs, life problems, and areas for improvement.

**II. Case Management**

HR360 shall provide case management services to all clients in residential treatment. Case management services shall assist clients in accessing needed medical, educational, social, prevocational, rehabilitative, or other community services and shall focus on the coordination of SUD care, integration around primary care and interaction with the criminal justice system if needed.

- Service components:
  - Comprehensive assessment and periodic reassessment of individual needs for continuation of case management;
  - Transition to a higher or lower level of SUD care;

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- Development and periodic revision of a client's plan that includes service activities;
- Communication, coordination, referral and related activities;
- Monitoring service delivery to ensure client's access to service and service delivery system;
- Monitoring client's progress; and
- Patient advocacy, linkages to physical and mental health care, transportation, and retention in primary care services.

LPHAs and/or primary counselors shall provide case management services.

HR360's case management model utilizes a collaborative team-based approach to assessment, planning, facilitation, care coordination, evaluation and advocacy for options and services to meet a client's comprehensive health and behavioral health needs. This case management model is strengths-based and includes regular team communication, trust and respect among team members for the role each is trained to play in beneficiary wellness and recovery, including peer support staff, and access to resources and supports needed to promote positive beneficiary outcomes and high quality, cost effective services. This shall include access to needed medical, educational, social, prevocational, vocational, rehabilitative, and other community services.

HR360's strength-based case management model tailors case management services to the client's needs, and client-driven goals resulting in client buy-in.

Case management services are undertaken by the certified substance use counselor or LPHA (Licensed Practitioner of the Healing Arts) in cooperation with the treatment team.

Case management services shall be provided in full compliance with all client confidentiality requirements under federal and state law.

### **III. Physician Consultation**

In addition to the general physician consultation requirements, HR360 will comply with the following Contractor-specific physician consultation requirements:

- 1) The DMC physician-to-specialist consultation shall be provided by network physicians, with addiction medicine physicians, addiction psychiatrists, addiction specialist Nurse Practitioners (NPs), or specialist clinical pharmacists to support SUD treatment plans for beneficiaries with complex needs.
- 2) The DMC physician consultation services shall include:
  - a) medication selection;
  - b) dosing;
  - c) side effect management;
  - d) adherence;
  - e) drug-drug interactions; and
  - f) level of care considerations.

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3) The DMC physician consultation with the Medical Director shall be available by phone and email during clinic hours of operation.

4) HR360 shall make the number to a pharmacy ‘drug information phone line’ available to the clients, and this line (located at DPH’s Howard Street Pharmacy) shall be staffed by clinical pharmacists with an SUD specialization.

#### IV. Recovery Services

In addition to the general recovery services requirements, HR360 will comply with the following specific recovery services requirements:

1) Community-based recovery and wellness services shall be provided face-to-face, by telephone, or by ‘telehealth’ with the client to support transfers/transitions. Recovery services shall be provided to beneficiaries whether they are triggered, have relapsed, or as a preventative measure to prevent relapse.

2) Service Components:

- a) Individual and Group Outpatient Counseling to stabilize beneficiaries and reassess if further care is needed;
- b) Recovery Monitoring: recovery coaching, monitoring via telephone or internet;
- c) Substance Use Disorder Assistance: peer-to-peer services and relapse prevention;
- d) Education and Job Skills: linkages to life skills, employment services, job training and education services;
- e) Family Support: linkages to childcare, parent education, child development support services, and family/marriage education;
- f) Support Groups: linkages to self-help and support, and spiritual and faith-based support; and
- g) Ancillary Services: linkages to housing assistance, transportation, case management, and individual services coordination.

3) HR360 shall make relapse prevention counseling available to all beneficiaries through SUD treatment providers.

4) HR360 shall provide system-wide training on the Wellness & Recovery Model including appropriate recovery monitoring in primary care and provide consultation services to SUD providers through the Wellness and Recovery Coordinator’s Office.

5) Coordination and expansion of peer services and training is being developed as part of the workforce development during the DMC-ODS expansion.

**D. Discharge Planning and Exit Criteria and Process:** Successful completion of program consists of completing the treatment plan. Discharge-Transition Plan is signed. Those who complete the program have stabilized their lives and have moved on to safe housing within the community. Unsuccessful completion includes those who left without consent or notification of the program staff, asked to leave treatment based upon a decision made by members of the staff for major rules infractions (violence, threats, and repeated drug use). Upon discharge, clients are offered referral

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information. A discharge summary is completed which includes an evaluation of the treatment process & progress and plans for reentry into community.

**E. Program Staffing:** See salaries & benefits detail page in Appendix B.

**F. Vouchers:** N/A

**7. Objectives and Measurements:**

All objectives, and descriptions of how objectives will be measured, are contained in the BHS document entitled Adult and Older Adult Performance Objectives FY 23-24.

**8. Continuous Quality Improvement:**

1. Achievement of contract performance objectives and productivity;

HealthRIGHT 360 is committed to maintaining careful quality control procedures and, therefore maintains a robust Quality Control Plan in order to ensure that the agency is both achieving our targeted objectives while participants also achieve positive outcomes. To measure and monitor our own performance, HealthRIGHT 360 has implemented a number of procedures and systems that work together to collect, store, report, analyze, and monitor data so that participant outcomes can be evaluated relative to internal and external performance goals. These systems also identify areas in need of improvement and enable fast and effective responses. HealthRIGHT 360 executive staff preside over a network of committees that ensure agency-wide adherence to the Quality Control Plan.

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

**QRR Process:** HealthRIGHT 360 requires all program supervisors to audit at least 10% of their files each month for conformance to contract requirements and agency standards. Program supervisors receive a randomly generated list of client names to review using an audit tool tailored to the specifics of their program. Program supervisors are encouraged to use the tool to audit additional files to ensure maximum conformance with program requirements. A corrective action plan must be completed for all deficiencies identified. Completed audit forms are submitted monthly to the Compliance Manager who reviews the forms for accuracy and determines training needs based on patterns of deficiencies.

**Additional File Review:** In addition to reviewing 10% of the case files monthly as a component of the Quality Record Review Process, a Program Supervisor must review each file when a client discharges from the program, and conduct targeted reviews of files for any staff member whose performance standards are in question. In the event that a pattern of deficiencies is identified, the Program Supervisor will work with the Vice President of Corporate Compliance to determine and implement a corrective action plan which can include all-staff training workshops, individual staff supervision and one-on-one training, and/or performance management strategies (performance improvement plans or disciplinary actions) involving the Director of Human Resources.

**DMC Chart Audit & Review (DMC programs only)**

**Daily Audits**

- All New Admits *Intake/Admission Audit Tool* for a description of listed items checked daily
- Clinician Follow-up Check  
Goal: Minimum 100% of active clients per program

**Weekly Audits**

- Assessment & Treatment Plans – audit tools on file  
Goal: Minimum 20% of active clients per program
- Individual Counseling Session Progress Notes -audit tools on file  
Goal: Minimum of 10% active clients per program
- Group Notes  
Goal: Minimum 10% of active clients per program
- Weekly Summary Note Requirements for RTX Clients- audit tools on file  
Goal: Minimum 10% of active clients per program
- Staff Credential Checks in Welligent

**Monthly Audits**

- Discharge Charts  
Goal: 100% of clients per program -audit tools on file
- Group Sign-In Sheets Check  
Goal: Minimum of 10% of active clients per program

**3. Cultural competency of staff and services;**

HealthRIGHT 360 is committed to being culturally and linguistically competent by ensuring that staff has the capacity to function effectively as treatment providers within the context of the cultural beliefs, behaviors, and needs presented by the consumers of our services and their communities. This capacity is achieved through ongoing assessment activities, staff training, and maintaining a staff that is demographically compatible with consumers and that possesses empathic experience and language capability. Acceptance Place staff specialize in working with gay and bisexual men in order to provide compassionate, comprehensive, and high-quality care in an effort to mitigate health disparities faced by this population.

**4. Satisfaction with services; and**

Satisfaction surveys are distributed annually (agency wide) to recruit feedback from our participants on how we are doing and for areas of improvement. We utilize this information in developing goals for strategic planning in our Steering Committee. We also administer Satisfaction Surveys for most CBHS contracts annually as required by CBHS.

**5. Timely completion and use of outcome data, including, but not limited to CalOMS (Substance Use Disorder Treatment Programs only).**

To measure and monitor our own performance, HealthRIGHT 360 has implemented a number of procedures and systems that work together to collect, store, report, analyze, and monitor data so that participant outcomes can be evaluated relative to internal and external performance

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goals. This infrastructure supports the overall processes that guide timely completion of the CalOMS for our SUD Programs. These systems also identify areas in need of improvement and enable fast and effective responses.

**9. Required Language:**

The program will comply with daily bed count reporting as requested by the county.

## **Appendix B** **Calculation of Charges**

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

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

(1) For contracted services reimbursable by Fee for Service (Monthly Reimbursement by Certified Units at Budgeted Unit Rates)

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

(2) For contracted services reimbursable by Cost Reimbursement (Monthly Reimbursement for Actual Expenditures within Budget):

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

B. Final Closing Invoice

(1) For contracted services reimbursable by Fee for Service Reimbursement:

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

(2) For contracted services reimbursable by Cost Reimbursement:

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

C. All amounts paid by CITY to CONTRACTOR shall be subject to audit by CITY.

## 2. Program Budgets and Final Invoice

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

Appendix B-1 HR360 Medical Detox

Appendix B-2 Acceptance Place

B. CONTRACTOR understands that, of this maximum dollar obligation listed in section 3.3.1 of this Agreement, **\$0** 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 as specified in Section 3.7 Contract Amendments; Budgeting Revisions. 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. For each fiscal year of the term of this Agreement, CONTRACTOR shall submit for approval of the CITY's Department of Public Health a revised Appendix A, Description of Services, and a revised Appendix B, Program Budget and Cost Reporting Data Collection form, based on the CITY's allocation of funding for SERVICES for the appropriate fiscal year. CONTRACTOR shall create these Appendices in compliance with the instructions of the Department of Public Health. These Appendices shall apply only to the fiscal year for which they were created. These Appendices shall become part of this Agreement only upon approval by the CITY.

D. The amount for each fiscal year, to be used in Appendix B, Budget and available to CONTRACTOR for that fiscal year shall conform with the Appendix A, Description of Services, and Appendix B, Program Budget and Cost Reporting Data Collection form, as approved by the CITY's Department of Public Health based on the CITY's allocation of funding for SERVICES for that fiscal year.

CONTRACTOR understands that the CITY may need to adjust funding sources and funding allocations and agrees that these needed adjustments will be executed in accordance with Section 3.7 of this Agreement. In event that such funding source or funding allocation is terminated or reduced, this Agreement shall be terminated or proportionately reduced accordingly. In no event will CONTRACTOR be entitled to compensation in excess of these amounts for these periods without there first being a modification of the Agreement or a revision to Appendix B, Budget, as provided for in Section 3.7 section of this Agreement.

(1). Estimated Funding Allocations

Contract Term	Estimated Funding Allocation
July 1, 2024 to June 30, 2025	\$6,965,347
July 1, 2025 to June 30, 2026	\$3,000,000
<b>Subtotal</b>	<b>\$9,965,347</b>
Contingency @ 12% (July 1, 2024 to June 30, 2026)	\$0
<b>Total Revised Not-to-Exceed Amount</b>	<b>\$9,965,347</b>

### **3. Services of Attorneys**

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

### **4. State or Federal Medi-Cal Revenues**

A. CONTRACTOR understands and agrees that should the CITY'S maximum dollar obligation under this Agreement include State or Federal Medi-Cal revenues, CONTRACTOR shall expend such revenues in the provision of SERVICES to Medi-Cal eligible clients in accordance with CITY, State, and Federal Medi-Cal regulations. Should CONTRACTOR fail to expend budgeted Medi-Cal revenues herein, the CITY'S maximum dollar obligation to CONTRACTOR shall be proportionally reduced in the amount of such unexpended revenues. In no event shall State/Federal Medi-Cal revenues be used for clients who do not qualify for Medi-Cal reimbursement.

B. CONTRACTOR further understands and agrees that any State or Federal Medi-Cal funding in this Agreement subject to authorized Federal Financial Participation (FFP) is an estimate, and actual amounts will be determined based on actual services and actual costs, subject to the total compensation amount shown in this Agreement.”

### **5. Reports and Services**

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

### **6. Monthly Financial Statements, Notification of Proposed Mergers and Notification of Intent to Sell or Lease 890 Hayes Street and/or 214 Haight Street.**

In consideration of City's subordination of CONTRACTOR'S Seismic and Safety Loan Program liens on 890 Hayes Street and 214 Haight Street, in 2016, and as a material term of this Agreement, CONTRACTOR shall:

A. Comply with all CITY's asset management and reporting requirements, including, but not limited to, providing SFDPH with monthly financial statements to the Chief Financial Officer located at 101 Grove, Room 308, San Francisco, CA 94110.

B. Provide written notification to SFDPH of any proposed merger negotiations, and obtain City approval of any such proposed merger negotiations prior to executing any documents regarding an intent to enter into merger negotiations or an intent to merge. SFDPH shall respond within 30 days from the date that CONTRACTOR provides a merger plan to SFDPH.

C. Provide written notification to SFDPH and the Mayor's Office of Housing and Community Development no less than one hundred twenty (120) days prior to any intent to sell or lease CONTRACTOR's properties located at 890 Hayes Street and/or 214 Haight Street, and obtain City's prior written approval of any sale or lease of such properties, which shall not be unreasonably withheld, conditioned, or delayed. Within 30 days of executing this Agreement, CONTRACTOR shall record a notice, substantially in a form acceptable to the City, against the properties located at 890 Hayes Street and/or 214 Haight Street setting forth City's rights and CONTRACTOR's obligations set forth in this Section 6(C).

## Appendix B - DPH 1: Department of Public Health Contract Budget Summary

							Appendix B, Page 1
DHCS Legal Entity Number		00348		Fiscal Year			2024-2025
Legal Entity Name/Contractor Name		HealthRIGHT 360		Funding Notification Date			Tentative Budget
Contract ID Number		1000027495					
Appendix Number Provider Number	B-1	B-2	B-#	B-#	B-#	B-#	
	383806	383834					
	Medically Managed Detox	Acceptance Place					
	Program Name Program Code	3806MDX	3834AP				
Funding Term	7/1/24-6/30/25	7/1/24-6/30/25					
<b>FUNDING USES</b>							<b>TOTAL</b>
Salaries	\$ 3,248,345	\$ 699,775					\$ 3,948,120
Employee Benefits	\$ 1,039,470	\$ 213,546					\$ 1,253,016
<b>Subtotal Salaries &amp; Employee Benefits</b>	<b>\$ 4,287,815</b>	<b>\$ 913,321</b>	\$ -	\$ -	\$ -	\$ -	\$ 5,201,136
Operating Expenses	\$ 624,969	\$ 101,170					\$ 726,139
Capital Expenses	\$ -						\$ -
<b>Subtotal Direct Expenses</b>	<b>\$ 4,912,784</b>	<b>\$ 1,014,491</b>	\$ -	\$ -	\$ -	\$ -	\$ 5,927,275
Indirect Expenses	\$ 736,916	\$ 152,175					\$ 889,091
Indirect %	15.0%	15.0%	0.0%	0.0%	0.0%	0.0%	15.0%
<b>TOTAL FUNDING USES</b>	<b>\$ 5,649,700</b>	<b>\$ 1,166,666</b>	\$ -	\$ -	\$ -	\$ -	\$ 6,816,366
						Employee Benefits Rate	31.8%
<b>BHS SUD FUNDING SOURCES</b>							
SUD Fed DMC FFP, CFDA 93.778	\$ 651,736						\$ 651,736
SUD Fed SABG Discretionary, CFDA 93.959	\$ 500,000						\$ 500,000
SUD State General Fund (ODS Waiver)	\$ 350,935						\$ 350,935
SUD County General Fund	\$ 4,147,029	\$ 1,166,666					\$ 5,313,695
							\$ -
							\$ -
<b>TOTAL BHS SUD FUNDING SOURCES</b>	<b>\$ 5,649,700</b>	<b>\$ 1,166,666</b>	\$ -	\$ -	\$ -	\$ -	\$ 6,816,366
<b>TOTAL DPH FUNDING SOURCES</b>	<b>\$ 5,649,700</b>	<b>\$ 1,166,666</b>	\$ -	\$ -	\$ -	\$ -	\$ 6,816,366
<b>TOTAL FUNDING SOURCES (DPH AND NON-DPH)</b>	<b>\$ 5,649,700</b>	<b>\$ 1,166,666</b>	\$ -	\$ -	\$ -	\$ -	\$ 6,816,366
Prepared By	Tony Duong, CFO			Phone Number:	415-725-2807		

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

DHCS Legal Entity Number 00348		Provider Name HealthRIGHT 360		Appendix Number B-1	
Provider Number 383806				Page Number 2	
Contract ID Number 1000027495				Fiscal Year 2024-2025	
				Funding Notification Date Tentative Budget	
Program Name		HR360 - Medical Detox			
Program Code		3806MDX	3806MDX		
Mode/SFC (MH) or Modality (SUD)		ODS-109	Res-58		
Service Description		ODS Withdrawal Management 3.2	ODS Room & Board, Residential Treatment		
Funding Term (mm/dd/yy-mm/dd/yy):		7/1/24-6/30/25	7/1/24-6/30/25		
<b>FUNDING USES</b>					<b>TOTAL</b>
Salaries & Employee Benefits		\$ 3,949,407	\$ 338,408		\$ 4,287,815
Operating Expenses		\$ 499,980	\$ 124,989		\$ 624,969
<b>Subtotal Direct Expenses</b>		<b>\$ 4,449,387</b>	<b>\$ 463,397</b>	<b>\$ -</b>	<b>\$ -</b>
Indirect Expenses		\$ 667,413	\$ 69,503		\$ 736,916
Indirect %		15.0%	15.0%	0.0%	0.0%
<b>TOTAL FUNDING USES</b>		<b>\$ 5,116,800</b>	<b>\$ 532,900</b>	<b>\$ -</b>	<b>\$ -</b>
<b>BHS SUD FUNDING SOURCES</b>		<b>Dept-Auth-Proj-Activity</b>			
SUD Fed DMC FFP, CFDA 93.778		240646-10000-10001681-0003	\$ 651,736		\$ 651,736
SUD Fed SABG Discretionary, CFDA 93.959		240646-10001-10039973-0002	\$ 500,000		\$ 500,000
SUD State General Fund (ODS Waiver)		240646-10000-10001681-0003	\$ 350,935	\$ -	\$ 350,935
SUD County General Fund		240646-10000-10001681-0003	\$ 3,614,129	\$ 532,900	\$ 4,147,029
<b>TOTAL BHS SUD FUNDING SOURCES</b>		<b>\$ 5,116,800</b>	<b>\$ 532,900</b>	<b>\$ -</b>	<b>\$ -</b>
<b>TOTAL DPH FUNDING SOURCES</b>		<b>\$ 5,116,800</b>	<b>\$ 532,900</b>	<b>\$ -</b>	<b>\$ -</b>
<b>TOTAL FUNDING SOURCES (DPH AND NON-DPH)</b>		<b>\$ 5,116,800</b>	<b>\$ 532,900</b>	<b>\$ -</b>	<b>\$ -</b>
<b>BHS UNITS OF SERVICE AND UNIT COST</b>					
Number of Beds Purchased		28	28		
Payment Method		Fee-For-Service (FFS)	Fee-For-Service (FFS)		
DPH Units of Service		6,643	6,643		
Unit Type		Day	Bed Days	0	0
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only)		\$ 770.25	\$ 80.22	\$ -	\$ -
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)		\$ 770.25	\$ 80.22	\$ -	\$ -
Published Rate (Medi-Cal Providers Only)					
Unduplicated Clients (UDC)		316	316		316
					<b>Total UDC</b>

## Appendix B - DPH 3: Salaries &amp; Employee Benefits Detail

Contract ID Number 1000027495  
 Program Name HR360 - Medical Detox  
 Program Code 3806MDX

Appendix Number B-1  
 Page Number 3  
 Fiscal Year 2024-2025  
 Funding Notification Date Tentative Budget

	TOTAL		ODS Withdrawal Management 3.2		ODS Room and Board Residential Treatment		Dept-Auth-Proj-Activity		Dept-Auth-Proj-Activity		Dept-Auth-Proj-Activity		Dept-Auth-Proj-Activity	
Funding Term	7/1/24-6/30/25		7/1/24-6/30/25		7/1/24-6/30/25		(mm/dd/yy-mm/dd/yy):		(mm/dd/yy-mm/dd/yy):		(mm/dd/yy-mm/dd/yy):		(mm/dd/yy-mm/dd/yy):	
Position Title	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries
Program Director	0.38	\$ 46,030	0.38	\$ 46,030	0.00	\$ -								
RN Director	0.19	\$ 24,930	0.19	\$ 24,930	0.00	\$ -								
RN Manager	1.15	\$ 126,580.00	1.15	\$ 126,580	0.00	\$ -								
Supervisor	1.40	\$ 119,000.00	1.40	\$ 119,000	0.00	\$ -								
Medical Director	0.19	\$ 57,530.00	0.19	\$ 57,530	0.00	\$ -								
Nurse Practitioner	0.77	\$ 134,250.00	0.77	\$ 134,250	0.00	\$ -								
Medication CM	1.40	\$ 91,000.00	1.40	\$ 91,000	0.00	\$ -								
Detox LVN/LPHA	12.60	\$ 1,067,040.00	12.60	\$ 1,067,040	0.00	\$ -								
Detox SUD Counselor	6.30	\$ 409,500.00	6.30	\$ 409,500	0.00	\$ -								
Detox CSN	1.40	\$ 91,000.00	1.40	\$ 91,000	0.00	\$ -								
Detox Jantior	1.20	\$ 58,300.00	0.00	\$ -	1.20	\$ 58,300								
Patient Safety Navigator	5.40	\$ 279,505.00	5.40	\$ 279,505	0.00	\$ -								
Waystation CM	2.80	\$ 182,000.00	2.80	\$ 182,000	0.00	\$ -								
Quality Assurance	0.39	\$ 24,930.00	0.39	\$ 24,930	0.00	\$ -								
Quality Improvement	0.39	\$ 24,930.00	0.39	\$ 24,930	0.00	\$ -								
Food Service	2.30	\$ 110,470.00	0.00	\$ -	2.30	\$ 110,470								
Intake RN	1.83	\$ 200,750.00	1.83	\$ 200,750	0.00	\$ -								
Intake AOD	0.52	\$ 33,800.00	0.52	\$ 33,800	0.00	\$ -								
Intake LPHA	0.52	\$ 44,200.00	0.52	\$ 44,200	0.00	\$ -								
Driver	1.83	\$ 87,600.00	0.00	\$ -	1.83	\$ 87,600								
Managing Director Residential	0.25	\$ 35,000.00	0.25	\$ 35,000	0.00	\$ -								
<b>Totals:</b>	43.20	\$ 3,248,345.00	37.87	\$ 2,991,975	5.33	\$ 256,370	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -
<b>Employee Benefits:</b>	32.00%	\$ 1,039,470.00	32.00%	\$ 957,432	32.00%	\$ 82,038	0.00%		0.00%		0.00%		0.00%	
<b>TOTAL SALARIES &amp; BENEFITS</b>		<b>\$ 4,287,815.00</b>		<b>\$ 3,949,407</b>		<b>\$ 338,408</b>		<b>\$ -</b>		<b>\$ -</b>		<b>\$ -</b>		<b>\$ -</b>

## Appendix B - DPH 4: Operating Expenses Detail

Contract ID Number 1000027495  
 Program Name HR360 - Medical Detox  
 Program Code 3806MDX

Appendix Number B-1  
 Page Number 4  
 Fiscal Year 2024-2025  
 Funding Notification Date Tentative Budget

Expense Categories & Line Items	TOTAL	ODS Withdrawal Management 3.2	ODS Room and Board Residential Treatment	Dept-Auth-Proj-Activity	Dept-Auth-Proj-Activity	Dept-Auth-Proj-Activity	Dept-Auth-Proj-Activity
<b>Funding Term</b>	7/1/24-6/30/25	7/1/24-6/30/25	7/1/24-6/30/25	(mm/dd/yy-mm/dd/yy)	(mm/dd/yy-mm/dd/yy)	(mm/dd/yy-mm/dd/yy)	(mm/dd/yy-mm/dd/yy)
Rent	\$ 85,120.00	\$ 77,360.00	\$ 7,760.00				
Utilities (telephone, electricity, water, gas)	\$ 104,319.00	\$ 93,690.00	\$ 10,629.00				
Building Repair/Maintenance	\$ 78,490.00	\$ 73,460.00	\$ 5,030.00				
<b>Occupancy Total:</b>	<b>\$ 267,929.00</b>	<b>\$ 244,510.00</b>	<b>\$ 23,419.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
Office Supplies	\$ 12,430.00	\$ 12,430.00	\$ -				
Photocopying	\$ -	\$ -	\$ -				
Program Supplies	\$ 40,840.00	\$ 40,840.00	\$ -				
Computer Hardware/Software	\$ -						
<b>Materials &amp; Supplies Total:</b>	<b>\$ 53,270.00</b>	<b>\$ 53,270.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
Training/Staff Development	\$ -	\$ -	\$ -				
Insurance	\$ 21,940.00	\$ 19,700.00	\$ 2,240.00				
Professional License	\$ -	\$ -	\$ -				
Permits	\$ 50,330.00	\$ 50,330.00	\$ -				
Equipment Lease & Maintenance	\$ 38,480.00	\$ 38,480.00	\$ -				
Background Check/Advertising	\$ -						
<b>General Operating Total:</b>	<b>\$ 110,750.00</b>	<b>\$ 108,510.00</b>	<b>\$ 2,240.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Staff Travel Total:</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Consultant/Subcontractor Total:</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
Facility Depreciation	\$ 104,300.00	\$ 93,690	\$ 10,610.00				
Client Healthcare Related/Transportation	\$ 4,580.00	\$ -	\$ 4,580.00				
Food	\$ 84,140.00	\$ -	\$ 84,140.00				
<b>Other Total:</b>	<b>\$ 193,020.00</b>	<b>\$ 93,690.00</b>	<b>\$ 99,330.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>TOTAL OPERATING EXPENSE</b>	<b>\$ 624,969.00</b>	<b>\$ 499,980.00</b>	<b>\$ 124,989.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

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

DHCS Legal Entity Number 00348				Appendix Number B-2	
Provider Name HealthRIGHT 360				Page Number 2	
Provider Number 383834				Fiscal Year 2024-2025	
Contract ID Number 1000027495				Funding Notification Date Tentative Budget	
Program Name		HR360 - Acceptance Place			
Program Code 3834AP					
Mode/SFC (MH) or Modality (SUD) Res-58					
Service Description ODS Room & Board, Residential Treatment					
Funding Term (mm/dd/yy-mm/dd/yy): 7/1/24-6/30/25					
<b>FUNDING USES</b>					<b>TOTAL</b>
Salaries & Employee Benefits \$ 913,321					\$ 913,321
Operating Expenses \$ 101,170					\$ 101,170
<b>Subtotal Direct Expenses</b> \$ 1,014,491		\$ -	\$ -	\$ -	\$ - \$ 1,014,491
Indirect Expenses \$ 152,175					\$ 152,175
Indirect % 15.0%		0.0%	0.0%	0.0%	0.0% 15.0%
<b>TOTAL FUNDING USES</b> \$ 1,166,666		\$ -	\$ -	\$ -	\$ - \$ 1,166,666
<b>BHS SUD FUNDING SOURCES</b>		<b>Dept-Auth-Proj-Activity</b>			
SUD County General Fund 240646-10000-10001681-0003		\$ 1,166,666	\$ -	\$ -	\$ - \$ 1,166,666
<b>TOTAL BHS SUD FUNDING SOURCES</b> \$ 1,166,666		\$ -	\$ -	\$ -	\$ - \$ 1,166,666
<b>TOTAL DPH FUNDING SOURCES</b> \$ 1,166,666		\$ -	\$ -	\$ -	\$ - \$ 1,166,666
<b>TOTAL NON-DPH FUNDING SOURCES</b> \$ -		\$ -	\$ -	\$ -	\$ - \$ -
<b>TOTAL FUNDING SOURCES (DPH AND NON-DPH)</b> 1,166,666					
<b>BHS UNITS OF SERVICE AND UNIT COST</b>					
Number of Beds Purchased 10.00					
Payment Method Fee-For-Service (FFS)					
DPH Units of Service 2,920					
Unit Type Bed Days		0	0	0	0
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only) \$ 399.54		\$ -	\$ -	\$ -	\$ -
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES) \$ 399.54		\$ -	\$ -	\$ -	\$ -
Published Rate (Medi-Cal Providers Only)					
Unduplicated Clients (UDC) 34					
					<b>Total UDC</b>
					34

## Appendix B - DPH 3: Salaries &amp; Employee Benefits Detail

Contract ID Number 1000027495  
 Program Name HR360 - Acceptance Place  
 Program Code 3834AP

Appendix Number B-2  
 Page Number 3  
 Fiscal Year 2024-2025  
 Funding Notification Date Tentative Budget

	TOTAL		ODS Room and Board Residential Treatment		Dept-Auth-Proj-Activity		Dept-Auth-Proj-Activity		Dept-Auth-Proj-Activity		Dept-Auth-Proj-Activity	
Funding Term	7/1/24-6/30/25		7/1/24-6/30/25		(mm/dd/yy-mm/dd/yy):		(mm/dd/yy-mm/dd/yy):		(mm/dd/yy-mm/dd/yy):		(mm/dd/yy-mm/dd/yy):	
Position Title	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries
Program Manager	1.00	\$ 95,000.00	1.00	95,000								
Supervisor	1.00	\$ 85,000.00	1.00	85,000								
Care Coordinator	7.00	\$ 475,775.00	7.00	475,775								
Program Director	0.20	\$ 22,000.00	0.20	22,000								
Food Service	0.40	\$ 22,000.00	0.40	22,000								
<b>Totals:</b>	9.60	\$ 699,775.00	9.60	\$ 699,775	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -
<b>Employee Benefits:</b>	30.52%	\$ 213,546.00	30.52%	\$ 213,546	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ 0.00%
<b>TOTAL SALARIES &amp; BENEFITS</b>		<b>\$ 913,321.00</b>		<b>\$ 913,321</b>		<b>\$ -</b>		<b>\$ -</b>		<b>\$ -</b>		<b>\$ -</b>

## Appendix B - DPH 4: Operating Expenses Detail

Contract ID Number 1000027495  
 Program Name HR360 - Acceptance Place  
 Program Code 3834AP

Appendix Number B-2  
 Page Number 4  
 Fiscal Year 2024-2025  
 Funding Notification Date Tentative Budget

Expense Categories & Line Items	TOTAL	ODS Room and Board Residential Treatment	Dept-Auth-Proj-Activity	Dept-Auth-Proj-Activity	Dept-Auth-Proj-Activity	Dept-Auth-Proj-Activity	Dept-Auth-Proj-Activity
<b>Funding Term</b>	7/1/24-6/30/25	7/1/24-6/30/25	(mm/dd/yy-mm/dd/yy)	(mm/dd/yy-mm/dd/yy)	(mm/dd/yy-mm/dd/yy)	(mm/dd/yy-mm/dd/yy)	(mm/dd/yy-mm/dd/yy)
Rent	\$ 9,770.00	\$ 9,770.00					
Utilities (telephone, electricity, water, gas)	\$ 21,140.00	\$ 21,140.00					
Building Repair/Maintenance	\$ 16,660.00	\$ 16,660.00					
<b>Occupancy Total:</b>	<b>\$ 47,570.00</b>	<b>\$ 47,570.00</b>	\$ -	\$ -	\$ -	\$ -	\$ -
Office Supplies	\$ 530.00	\$ 530.00					
Photocopying	\$ -	\$ -					
Program Supplies	\$ 1,740.00	\$ 1,740.00					
Computer Hardware/Software	\$ -						
<b>Materials &amp; Supplies Total:</b>	<b>\$ 2,270.00</b>	<b>\$ 2,270.00</b>	\$ -	\$ -	\$ -	\$ -	\$ -
Training/Staff Development	\$ -						
Insurance	\$ 2,820.00	\$ 2,820.00					
Professional License	\$ -	\$ -					
Permits	\$ 2,140.00	\$ 2,140.00					
Equipment Lease & Maintenance	\$ 1,640.00	\$ 1,640.00					
Background Check/Advertising	\$ -						
<b>General Operating Total:</b>	<b>\$ 6,600.00</b>	<b>\$ 6,600.00</b>	\$ -	\$ -	\$ -	\$ -	\$ -
Local Travel	\$ -						
Out-of-Town Travel	\$ -						
Field Expenses	\$ -						
<b>Staff Travel Total:</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Consultant/Subcontractor Total:</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
Facility Depreciation	\$ 18,240.00	\$ 18,240					
Client Healthcare Related/Transportation	\$ 6,490.00	\$ 6,490.00					
Food	\$ 20,000.00	\$ 20,000.00					
<b>Other Total:</b>	<b>\$ 44,730.00</b>	<b>\$ 44,730.00</b>	<b>\$ -</b>				
<b>TOTAL OPERATING EXPENSE</b>	<b>\$ 101,170.00</b>	<b>\$ 101,170.00</b>	<b>\$ -</b>				

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

Contractor Name	HealthRIGHT 360	Page Number	6
Contract ID Number	1000027495	Fiscal Year	2024-2025
		Funding Notification Date	Tentative Budget

**1. SALARIES & EMPLOYEE BENEFITS**

Position Title	FTE	Amount
Chief Executive Officer	0.15	\$ 44,595.00
Chief Financial Officer	0.17	\$ 40,261.00
Chief Information Officer	0.13	\$ 32,003.00
Chief Operating Officer	0.03	\$ 8,053.00
VP of Quality and Compliance	0.10	\$ 11,769.00
Deputy Compliance Officer	0.05	\$ 10,323.00
Research and Evaluation Director	0.14	\$ 10,412.00
Workforce Development Director	0.02	\$ 1,441.00
Controller	0.17	\$ 23,402.00
Contracts Manager	0.14	\$ 16,105.00
Budget Manager	0.10	\$ 7,988.00
Fiscal Projects Director	0.08	\$ 12,387.00
Budget/Fiscal Analyst	0.14	\$ 11,833.00
Payroll Manager	0.12	\$ 15,238.00
Budget Coordinator	0.12	\$ 10,323.00
General Ledger Accountant	0.02	\$ 2,210.00
Accounts Payable	0.28	\$ 19,070.00
Billing Specialist	0.28	\$ 19,070.00
Billing Assistant	0.28	\$ 19,070.00
Human Resources Director	0.05	\$ 7,100.00
Human Resources Analyst	0.16	\$ 10,323.00
Human Resources Coordinator	0.13	\$ 8,348.00
Electronic Medical Records Manager	0.12	\$ 10,221.00
EMR OPs Software Development Director	0.16	\$ 18,582.00
EMR Training and Data Analyst	0.08	\$ 5,735.00
Client Programmer II	0.05	\$ 3,454.00
IT Manager - Data Control	0.16	\$ 11,058.00
Senior IT Systems Analyst	0.09	\$ 6,605.00
IT Analyst	0.13	\$ 10,012.00
PC Support Analyst	0.13	\$ 10,012.00
IT Specialist - Data Specialist	0.10	\$ 7,506.00
IT Specialist - Data Entry	0.09	\$ 6,823.00
IT Specialist - Data Control	0.09	\$ 6,823.00
IT Data Analyst	0.03	\$ 2,505.00
Donations Manager	0.13	\$ 11,355.00
Travel Coordinator	0.06	\$ 5,529.00
Administrative Assistant	0.08	\$ 5,285.00
Procurement Manager	0.15	\$ 10,323.00
Driver/Procurement Assistant	0.02	\$ 1,266.00
Facility Operations Director	0.01	\$ 997.00
Transportation and Facility Manager	0.01	\$ 623.00
Maintenance Staff	0.02	\$ 1,515.00
Subtotal:	4.58	\$ 477,553.00
Employee Benefits:	32.0%	\$ 152,817.00
<b>Total Salaries and Employee Benefits:</b>		<b>\$ 630,370.00</b>

**2. OPERATING COSTS**

Expenses (Use expense account name in the ledger.)	Amount
Rent	\$ 64,574.00
Utilities (Telephone, Electricity, Water, Gas)	\$ 23,216.00
Building Repair/Maintenance	\$ 1,950.00
Office Supplies	\$ 15,880.00
Insurance	\$ 30,233.00
Training/Staff Development	\$ 3,830.00
Staff Travel (Local & Out of Town)	\$ 24,892.00
Rental of Equipment	\$ 19,745.00
Payroll Service	\$ 6,911.00
IT Licenses	\$ 21,608.00
Program Licenses	\$ 45,882.00
	\$ -
<b>Total Operating Costs</b>	<b>\$ 258,721.00</b>
<b>Total Indirect Costs</b>	<b>\$ 889,091.00</b>

**BUDGET JUSTIFICATION**Contractor Name **HealthRIGHT 360**Appendix Number **B-1**Program Name **Medically Managed Detox**

Fiscal Year

2024-2025

**1a) SALARIES****Staff Position 1: Crisis Response Clinician**

Brief description of job duties: Respond to non-violent 9-1-1 emergency calls as part of interdisciplinary team and provide clinical

Minimum qualifications: Licensed or license-eligible (BBS-registered).

Annual Salary:	Level of Effort	# Months per Year:	Annualized (if less than 12 months):	FTE	Amount
\$98,000.00	12.34	12.00	1.00	12.34	\$ 1,209,320

**Staff Position 2: Clinical Supervisor**

Provide clinical supervision to the Crisis Response Clinicians, including on-call responsiveness to Clinician requests for advice/feedback, and two hours per week of group and one hour per week of

Brief description of job duties: individual supervision.

Minimum qualifications: Licensed (for at least two years) and have completed BBS-required trainings OR licensed

Annual Salary:	Level of Effort	# Months per Year:	Annualized (if less than 12 months):	FTE	Amount
\$104,000.00	6.00	11.00	0.92	5.50	\$ 572,000

**Staff Position 3: Project Director**

Brief description of job duties: Provide Operational and administrative support to the Crisis Response Team. Provide supervision

Minimum qualifications:

Annual Salary:	Level of Effort	# Months per Year:	Annualized (if less than 12 months):	FTE	Amount
\$135,200.00	0.50	12	1.00	0.50	\$ 67,600

**Staff Position 4:**

Brief description of job duties:

Minimum qualifications:

Annual Salary:	Level of Effort	# Months per Year:	Annualized (if less than 12 months):	FTE	Amount
			0.00	0.00	\$ -

**Staff Position 5:**

Brief description of job duties:

Minimum qualifications:

Annual Salary:	Level of Effort	# Months per Year:	Annualized (if less than 12 months):	FTE	Amount
			0.00	0.00	\$ -

**Staff Position 6:**

Brief description of job duties:

Minimum qualifications:

Annual Salary:	Level of Effort	# Months per Year:	Annualized (if less than 12 months):	FTE	Amount
			0.00	0.00	\$ -

**Total FTE:** 18.84**Total Salaries:** \$ 1,848,920**1b) EMPLOYEE BENEFITS:**

\*A benefit expense may be added or deleted to reflect the composition of the agency's employee benefits.

**Amount**

Social Security	\$	114,633.00
Medicare	\$	26,809.00
Unemployment Insurance	\$	18,489.00
Worker's Compensation	\$	36,978.00
Health and Dental	\$	135,896.00
Retirement	\$	36,978.00
Paid Time Off	\$	184,894.00
Other (specify)		
Other (specify)		
<b>Total Fringe Benefit:</b>		<b>554,677</b>

Total Fringe Benefit: **554,871**

**Fringe Benefit %:**

**TOTAL SALARIES & EMPLOYEE FRINGE BENEFITS:** 2,403,597

## 2) OPERATING EXPENSES:

**Occupancy:**

## Materials & Supplies:

## General Operating:

## **Staff Travel:**

### **Consultants/Subcontractors:**

Consultant/Subcontractor Name	Service Description	Rate	Amount

Total Consultants/Subcontractors: \_\_\_\_\_ -

Other: \_\_\_\_\_

Expense Item	Brief Description	Rate	Amount
Client Transportation	Client transporation include bus tokens and cab vouchers and are used mostly by overnight/evening teams when there are limited resouces.		1,000
Client Supplies	<i>Client Supplies are used for client engagement and to help homeless clients with some basic needs as food and clothing.</i>		25,575
Total Other:			26,575

TOTAL OPERATING EXPENSES: 58,488

## 3) CAPITAL EXPENSES: (Remodeling cost or purchase of \$5,000 or more per unit)

Capital Expense Item	Brief Description	Amount
TOTAL CAPITAL EXPENSES:		-
TOTAL DIRECT EXPENSES:		2,462,085

## 4) INDIRECT EXPENSES

Describe method and basis for Indirect Cost Allocation.	Amount	
Proportionate share of organization's administrative costs	889,091	
Indirect Rate:	36%	
TOTAL INDIRECT EXPENSES:		889,091

TOTAL EXPENSES: 3,351,176

**Appendix C**  
**Reserved**

**Appendix D**  
**SAN FRANCISCO DEPARTMENT OF PUBLIC HEALTH**  
**THIRD PARTY COMPUTER SYSTEM ACCESS AGREEMENT**  
**(SAA)**

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## TERMS AND CONDITIONS

The following terms and conditions govern Third Party access to San Francisco Department of Public Health (“Department” and/or “City”) Computer Systems. Third Party access to Department Computer Systems and Department Confidential Information is predicated on compliance with the terms and conditions set forth herein.

### SECTION 1 - “THIRD PARTY” CATEGORIES

1. **Third Party In General:** means an entity seeking to access a Department Computer System. Third Party includes, but is not limited to, Contractors (including but not limited to Contractor’s employees, agents, subcontractors), Researchers, and Grantees, as further defined below. Category-specific terms for Treatment Providers, Education Institutions, and Health Insurers are set forth Sections 4 through 6, herein.
2. **Treatment Provider:** means an entity seeking access to Department Computer Systems in order to obtain patient information necessary to provide patient treatment, billing, and healthcare operations, including access for Physician Practices, Hospitals, Long Term Care Facilities, and Nursing Homes.
3. **Education Institution:** means an entity seeking access to Department Computer Systems to support the training of its students while performing education activities at Department facilities.
4. **Health Insurer:** means an entity seeking access to provide health insurance or managed care services for Department patients.

### SECTION 2 - DEFINITIONS

1. **“Agreement”** means an Agreement between the Third Party and Department that necessitates Third Party’s access to Department Computer System. Agreement includes, but is not limited to, clinical trial agreements, accreditation agreements, affiliation agreements, professional services agreements, no-cost memoranda of understanding, and insurance network agreements.
2. **“Department Computer System”** means an information technology system used to gather and store information, including Department Confidential Information, for the delivery of services to the Department.
3. **“Department Confidential Information”** means information contained in a Department Computer System, including identifiable protected health information (“PHI”) or personally identifiable information (“PII”) of Department patients.
4. **“Third Party”** and/or **“Contractor”** means a Third Party Treatment Provider, Education Institution, and/or Health Insurer, under contract with the City.
5. **“User”** means an individual who is being provided access to a Department Computer Systems on behalf of Third Party. Third Party Users include, but are not limited to, Third Party’s employees, students/trainees, agents, and subcontractors.

### SECTION 3 – GENERAL REQUIREMENTS

1. **Third Party Staff Responsibility.** Third Party is responsible for its work force and each Third Party User’s compliance with these Third Party System Access Terms and Conditions.
2. **Limitations on Access.** User’s access shall be based on the specific roles assigned by Department to ensure that access to Department Computer Systems and Department Confidential Information is limited to the minimum necessary to perform under the Agreement.

3. **Qualified Personnel.** Third Party and Department (i.e., training and onboarding) shall ensure that Third Party Users are qualified to access a Department Computer System.

4. **Remote Access/Multifactor Authentication.** Department may permit Third Party Users to access a Department Computer System remotely. Third Party User shall use Department's multifactor authentication solution when accessing Department systems remotely or whenever prompted.

5. **Issuance of Unique Accounts.** Department will issue a unique user account for each User of a Department Computer System. Third Party User is permitted neither to share such credentials nor use another user's account.

6. **Appropriate Use.** Third Party is responsible for the appropriate use and safeguarding of credentials for Department Computer System access issued to Third Party Users. Third Party shall take the appropriate steps to ensure that their employees, agents, and subcontractors will not intentionally seek out, download, transfer, read, use, or disclose Department Confidential Information other than for the use category described in Section 1 – “Third Party” Categories.

7. **Notification of Change in Account Requirements.** Third Party shall promptly notify Department via Third Party’s Report for DPH Service Desk ([dph.helpdesk@sfdph.org](mailto:dph.helpdesk@sfdph.org)) in the event that Third Party or a Third Party User no longer has a need to use Department Computer Systems(s), or if the Third Party User access requirements change. Such notification shall be made no later than one (1) business day after determination that use is no longer needed or that access requirements have changed.

8. **Assistance to Administer Accounts.** The Parties shall provide all reasonable assistance and information necessary for the other Party to administer the Third Party User accounts.

9. **Security Controls.** Third Party shall appropriately secure Third Party’s computing infrastructure, including but not limited to computer equipment, mobile devices, software applications, and networks, using industry standard tools to reduce the threat that an unauthorized individual could use Third Party’s computing infrastructure to gain unauthorized access to a Department Computer System. Third Party shall also take commercially reasonable measures to protect its computing infrastructure against intrusions, viruses, worms, ransomware, or other disabling codes. General security controls include, but are not limited to:

a **Password Policy.** Third Party must maintain a password policy based on information security best practices for password length, complexity, and reuse. Third Party credentials used to access Third Party networks and systems must be configured for a password change no greater than every 90 calendar days.

b **Workstation/Laptop Encryption.** All Third Party-owned or managed workstations, laptops, tablets, smart phones, and similar devices that access a Department Computer System must be configured with full disk encryption using a FIPS 140-2 certified algorithm.

c **Endpoint Protection Tools.** All Third Party-owned or managed workstations, laptops, tablets, smart phones, and similar devices that access a Department Computer System must maintain a current installation of comprehensive anti-virus, anti-malware, anti-ransomware, desktop firewall, and intrusion prevention software with automatic updates scheduled at least daily.

d **Patch Management.** To correct known security vulnerabilities, Third Party shall install security patches and updates in a timely manner on all Third Party-owned workstations, laptops, tablets, smart phones, and similar devices that access Department Computer Systems based on Third Party’s risk assessment of such patches and updates, the technical requirements of Third Party’s computer systems, and the vendor’s written recommendations. If patches and

updates cannot be applied in a timely manner due to hardware or software constraints, mitigating controls must be implemented based upon the results of a risk assessment.

e. **Mobile Device Management.** Third Party shall ensure both corporate-owned and personally owned mobile devices have Mobile Device Management (MDM) installed. Given the prevalence of restricted data in Third Party's environment, all mobile devices used for Third Party's business must be encrypted. This applies to both corporate-owned and privately-owned mobile devices. At a minimum, the MDM should: Enforce an entity's security policies and perform real-time compliance checking and reporting; Enforce strong passwords/passcodes for access to mobile devices; Perform on-demand remote wipe if a mobile device is lost or stolen; Mandate device encryption.

10. **Auditing Accounts Issued.** Department reserves the right to audit the issuance and use of Third Party User accounts. To the extent that Department provides Third Party with access to tools or reports to audit what Department Confidential Information a Third Party User has accessed on a Department Computer System, Third Party must perform audits on a regular basis to determine if a Third Party User has inappropriately accessed Department Confidential Information.

11. **Assistance with Investigations.** Third Party must provide all assistance and information reasonably necessary for Department to investigate any suspected inappropriate use of a Department Computer Systems or access to Department Confidential Information. The Department may terminate a Third Party' User's access to a Department Computer System following a determination of inappropriate use of a Department Computer System.

12. **Inappropriate Access, Failure to Comply.** If Third Party suspects that a Third Party User has inappropriately accessed a Department Computer System or Department Confidential Information, Third Party must immediately, and within no more than one (1) business day, notify Department.

13. **Policies and Training.** Third Party must develop and implement appropriate policies and procedures to comply with applicable privacy, security and compliance rules and regulations. Third Party shall provide appropriate training to Third Party Users on such policies. Access will only be provided to Third Party Users once all required training is completed.

14. **Third Party Data User Confidentiality Agreement.** Before Department Computer System access is granted, as part of Department's compliance, privacy, and security training, each Third Party User must complete Department's individual user confidentiality, data security and electronic signature agreement form. The agreement must be renewed annually.

15. **Corrective Action.** Third Party shall take corrective action upon determining that a Third Party User may have violated these Third Party System Access Terms and Conditions.

16. **No Technical or Administrative Support.** Except as provided herein or otherwise agreed, the Department will provide no technical or administrative support to Third Party or Third Party User(s) for Department Computer System access; provided, however, that the foregoing does not apply to technical or administrative support necessary to fulfill Third Party's contractual and/or legal obligations, or as required to comply with the terms of this Agreement.

#### **SECTION 4 – ADDITIONAL REQUIREMENTS FOR TREATMENT PROVIDERS**

1. **Permitted Access, Use and Disclosure.** Treatment Providers and Treatment Provider Users shall access Department Confidential Information of a patient/client in accordance with applicable privacy rules and data protection laws. Requests to obtain data for research purposes require approval from an Institutional Review Board (IRB).

2. **Redisclosure Prohibition.** Treatment Providers may not redisclose Department Confidential Information, except as otherwise permitted by law.

3. **HIPAA Security Rule.** Under the HIPAA Security Rule, Treatment Providers must implement safeguards to ensure appropriate protection of protected/electronic health information (PHI/EHI), including but not limited to the following:

- a) Ensure the confidentiality, integrity, and security of all PHI/EHI they create, receive, maintain or transmit when using Department Computer Systems;
- b) Identify and protect against reasonably anticipated threats to the security or integrity of the information;
- c) Protect against reasonably anticipated, impermissible uses or disclosures; and
- d) Ensure compliance by their workforce.

## **SECTION 5 – ADDITIONAL REQUIREMENTS FOR EDUCATION/TEACHING INSTITUTIONS**

1. **Education Institution is Responsible for its Users.** Education Institutions shall inform Education Institution Users (including students, staff, and faculty) of their duty to comply with the terms and conditions herein. Department shall ensure that all Education Institution Users granted access to a Department Computer System shall first successfully complete Department's standard staff training for privacy and compliance, information security and awareness, and software-application specific training before being provided User accounts and access to Department Computer Systems.

2. **Tracking of Training and Agreements.** Department shall maintain evidence of all Education Institution Users (including students, staff, and faculty) having successfully completed Department's standard staff training for privacy and compliance and information security and awareness. Such evidence shall be maintained for a period of five (5) years from the date of graduation or termination of the Third Party User's access.

## **SECTION 6 – ADDITIONAL REQUIREMENTS FOR HEALTH INSURERS**

1. **Permitted Access, Use and Disclosure.** Health Insurers and Health Insurer Users may access Department Confidential Information only as necessary for payment processing and audits, including but not limited to quality assurance activities, wellness activities, care planning activities, and scheduling.

2. **Member / Patient Authorization.** Before accessing, using, or further disclosing Department Confidential Information, Health Insurers must secure all necessary written authorizations from the patient / member or such individuals who have medical decision-making authority for the patient / member.

## **SECTION 7 - DEPARTMENT'S RIGHTS**

1. **Periodic Reviews.** Department reserves the right to perform regular audits to determine if a Third Party's access to Department Computer Systems complies with these terms and conditions.

2. **Revocation of Accounts for Lack of Use.** Department may revoke any account if it is not used for a period of ninety (90) days.

3. **Revocation of Access for Cause.** Department and Third Party reserves the right to suspend or terminate a Third Party User's access to Department Computer Systems at any time for cause, i.e., the Parties determined that a Third-Party User has violated the terms of this Agreement and/or Applicable law.

4. **Third Party Responsibility for Cost.** Each Third Party is responsible for its own costs incurred in connection with this Agreement or accessing Department Computer Systems.

## **SECTION 8 - DATA BREACH; LOSS OF CITY DATA.**

**1. Data Breach Discovery.** Following Third Party's discovery of a breach of City Data disclosed to Third Party pursuant to this Agreement, Third Party shall notify City in accordance with applicable laws. Third Party shall:

- i. mitigate, to the extent practicable, any risks or damages involved with the breach or security incident and to protect the operating environment; and
- ii. comply with any requirements of federal and state laws as applicable to Third Party pertaining to the breach of City Data.

**2. Investigation of Breach and Security Incidents.** To the extent a breach or security system is identified within Third Party's System that involves City Data provided under this Agreement, Third Party shall investigate such breach or security incident. For the avoidance of doubt, City shall investigate any breach or security incident identified within the City's Data System. To the extent of Third Party discovery of information that relates to the breach or security incident of City Data, Third Party User shall inform the City of:

- i. the City Data believed to have been the subject of breach;
- ii. a description of the unauthorized persons known or reasonably believed to have improperly used, accessed or acquired the City Data;
- iii. to the extent known, a description of where the City Data is believed to have been improperly used or disclosed; and
- iv. to the extent known, a description of the probable and proximate causes of the breach or security incident;

**3. Written Report.** **To the extent a breach is identified within Third Party's System,** Third Party shall provide a written report of the investigation to the City as soon as practicable; provided, however, that the report shall not include any information protected under the attorney-client privileged, attorney-work product, peer review laws, and/or other applicable privileges. The report shall include, but not be limited to, the information specified above, as well as information on measures to mitigate the breach or security incident.

**4. Notification to Individuals.** If notification to individuals whose information was breached is required under state or federal law, Third Party shall cooperate with and assist City in its notification (including substitute notification) to the individuals affected by the breach

**5. Sample Notification to Individuals.** If notification to individuals is required, Third Party shall cooperate with and assist City in its submission of a sample copy of the notification to the Attorney General.

**6. Media Communications.** The Parties shall together determine any communications related to a Data Breach.

**7. Protected Health Information.** Third Party and its subcontractors, agents, and employees shall comply with all federal and state laws regarding the transmission, storage and protection of all PHI disclosed to Third Party by City. 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 PHI given to Third Party by City, Third Party shall indemnify City for the amount of such fine or penalties or damages, including costs of notification, but only in proportion to and to the extent that such fine, penalty or damages are caused by or result from the impermissible acts or omissions of Third Party. This section does not apply to the extent fines or penalties or damages were caused by the City or its officers, agents, subcontractors or employees.

**Attachment 1 to SAA**  
**System Specific Requirements**

**I. For Access to Department Epic through Care Link the following terms shall apply:**

**A. Department Care Link Requirements:**

1. Connectivity.
  - a) Third Party must obtain and maintain an Internet connection and equipment in accordance with specifications provided by Epic and/or Department. Technical equipment and software specifications for accessing Department Care Link may change over time. Third Party is responsible for all associated costs. Third Party shall ensure that Third Party Data Users access the System only through equipment owned or leased and maintained by Third Party.
2. Compliance with Epic Terms and Conditions.
  - a) Third Party will at all times access and use the System strictly in accordance with the Epic Terms and Conditions. The following Epic Care Link Terms and Conditions are embedded within the Department Care Link application, and each Data User will need to agree to them electronically upon first sign-in before accessing Department Care Link:
3. Epic-Provided Terms and Conditions
  - a) Some short, basic rules apply to you when you use your EpicCare Link account. Please read them carefully. The Epic customer providing you access to EpicCare Link may require you to accept additional terms, but these are the rules that apply between you and Epic.
  - b) Epic is providing you access to EpicCare Link, so that you can do useful things with data from an Epic customer's system. This includes using the information accessed through your account to help facilitate care to patients shared with an Epic customer, tracking your referral data, or otherwise using your account to further your business interests in connection with data from an Epic customer's system. However, you are not permitted to use your access to EpicCare Link to help you or another organization develop software that is similar to EpicCare Link. Additionally, you agree not to share your account information with anyone outside of your organization.

**II. For Access to Department Epic through Epic Hyperspace the following terms shall apply:**

**A. Department Epic Hyperspace:**

1. Connectivity.
  - a) Third Party must obtain and maintain an Internet connection and required equipment in accordance with specifications provided by Epic and Department. Technical equipment and software specifications for accessing Department Epic Hyperspace will change over time. You may request a copy of required browser, system, and connection requirements from the Department IT division. Third Party is responsible for all associated costs. Third Party shall ensure that Third Party Data Users access the System in accordance with the terms of this agreement.
2. Application For Access and Compliance with Epic Terms and Conditions.
  - a) Prior to entering into agreement with Department to access Department Epic Hyperspace, Third Party must first complete an Application For Access with Epic Systems Corporation of Verona, WI. The Application For Access is found at:  
<https://userweb.epic.com/Forms/AccessApplication>. Epic Systems Corporation notifies Department, in writing, of Third Party's permissions to access Department Epic Hyperspace

prior to completing this agreement. Third Party will at all times access and use the system strictly in accordance with the Epic Terms and Conditions.

**III. For Access to Department myAvatar the following terms shall apply:**

**A. Department myAvatar**

**1. Connectivity.**

- a. Third Party must obtain an Internet connection and required equipment in accordance with specifications provided by Department. Technical equipment and software specifications for accessing Department myAvatar will change over time. You may request a copy of required browser, system, and connection requirements from the Department IT division. Third Party is responsible for all associated costs. Third Party shall ensure that Third Party Data Users access the System only through equipment owned or leased and maintained by Third Party.

**2. Information Technology (IT) Support.**

- a. Third Party must have qualified and professional IT support who will participate in quarterly CBO Technical Workgroups.

**3. Access Control.**

- a. Access to the BHS Electronic Heath Record is granted based on clinical and business requirements in accordance with the Behavioral Health Services EHR Access Control Policy (6.00-06). The Access Control Policy is found at:  
<https://www.sfdph.org/dph/files/CBHSPolProcMnl/6.00-06.pdf>
- b. Applicants must complete the myAvatar Account Request Form found at  
[https://www.sfdph.org/dph/files/CBHSDocs/BHISdocs/UserDoc/Avatar\\_Account\\_Request\\_Form.pdf](https://www.sfdph.org/dph/files/CBHSDocs/BHISdocs/UserDoc/Avatar_Account_Request_Form.pdf)
- c. All licensed, waivered, registered and/or certified providers must complete the Department credentialing process in accordance with the DHCS MHSUDS Information Notice #18-019.

## APPENDIX E


 San Francisco Department of Public Health  
 Business Associate Agreement

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

**RECITALS**

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

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

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

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

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

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

**1. Definitions.**

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

## APPENDIX E



San Francisco Department of Public Health

Business Associate Agreement

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

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

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

**e. Data Aggregation** means the combining of Protected Information by the BA with the Protected Information received by the 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

## APPENDIX E


 San Francisco Department of Public Health  
 Business Associate Agreement

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.

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

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

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

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

## 2. Obligations of Business Associate.

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

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

## APPENDIX E



## San Francisco Department of Public Health

## Business Associate Agreement

**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 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

## APPENDIX E


 San Francisco Department of Public Health  
 Business Associate Agreement

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 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.

## APPENDIX E



## San Francisco Department of Public Health

## Business Associate Agreement

**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 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)]

## APPENDIX E


 San Francisco Department of Public Health  
 Business Associate Agreement

**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.

**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. Per the Secretary's guidance, the City will accept destruction of electronic PHI in accordance with the standards enumerated in the NIST SP 800-88, Guidelines for Media Sanitization. The City will accept destruction of PHI contained in paper records by shredding, burning, pulping, or pulverizing the records so that the PHI is rendered unreadable, indecipherable, and otherwise cannot be reconstructed.

**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).

## APPENDIX E



### San Francisco Department of Public Health Business Associate Agreement

**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.

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

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

Attachment 3 – Protected Information Destruction Order Purge Certification 01-10-2024

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

Contractor Name:		Contractor City Vendor ID
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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: 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 supervisorial authorization to do so <b>AND</b> that health information is <b>only transferred or created on encrypted devices approved by SFDPH Information Security staff?</b>						

### 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 <a href="#">Privacy Notice</a> that meets HIPAA regulations was provided in the patient's / client's preferred language? (English, Cantonese, Vietnamese, Tagalog, Spanish, Russian forms may be required and are available from 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](mailto:compliance.privacy@sfdph.org) for a consultation. All "No" or "N/A" answers must be reviewed and approved by OCPA below.

EXCEPTION(S) APPROVED by OCPA	Name (print)		Signature		Date
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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: Title:	Name &	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.

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

EXCEPTION(S) APPROVED by OCPA	Name (print)		Signature		Date
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### Attachment 3 to Appendix E

#### Protected Information Destruction Order Purge Certification - Contract ID # ---

In accordance with section 3.c (Effect of Termination) of the Business Associate Agreement, attached as Appendix E to the Agreement between the City and Contractor dated \_\_\_\_\_ (“Agreement”), the City hereby directs Contractor to destroy all Protected Information that Contractor and its agents and subcontractors (collectively “Contractor”) still maintain in any form. Contractor may retain no copies of destroyed Protected Information.” Destruction must be in accordance with the guidance of the Secretary of the U.S. Department of Health and Human Services (“Secretary”) regarding proper destruction of PHI.

**Electronic Data:** Per the Secretary’s guidance, the City will accept destruction of electronic Protected Information in accordance with the standards enumerated in the NIST SP 800-88, Guidelines for Data Sanitization (“NIST”).

**Hard-Copy Data:** Per the Secretary’s guidance, the City will accept destruction of Protected Information contained in paper records by shredding, burning, pulping, or pulverizing the records so that the Protected Information is rendered unreadable, indecipherable, and otherwise cannot be reconstructed.

\*\*\*\*\*

Contractor hereby certifies that Contractor has destroyed all Protected Information as directed by the City in accordance with the guidance of the Secretary of the U.S. Department of Health and Human Services (“Secretary”) regarding proper destruction of PHI.

#### So Certified

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Signature

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Title:

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Date:

## **Appendix F**

### **Invoice**

Contractor shall submit invoices according to the procedures established by the Department of Public Health.

The Invoice Analyst for the City shall email the Contractor the appropriate invoice template to use.

Failure to use the provided invoice template by the City may result in delayed payments.

## Appendix G

**Dispute Resolution Procedure  
For Health and Human Services Nonprofit Contractors  
9-06**

### **Introduction**

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

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

### **Dispute Resolution Procedure**

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

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

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

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

## Appendix G

to date are not satisfactory to the contractor. The Department will respond in writing within 10 working days.

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

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