

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

First Amendment

THIS AMENDMENT (this “Amendment”) is made as of October 3, 2022, in San Francisco, California, by and between Health Management Associates, Inc. (“Contractor”), and the City and County of San Francisco, a municipal corporation (“City”), acting by and through its Director of the Office of Contract Administration.

Recitals

WHEREAS, City and Contractor have entered into the Agreement (as defined below); and
WHEREAS, City and Contractor desire to modify the Agreement on the terms and conditions set forth herein to add additional services in support of the Laguna Honda Hospital recertification and to update the contract budget; and

WHEREAS, the Agreement was competitively procured as required by San Francisco Administrative Code Chapter 21.15 and this modification is consistent therewith; and

WHEREAS, approval for this Amendment was obtained on March 18, 2018 from the from the Civil Service Commission under PSC number 49607 – 15/16 in the amount of \$17,000,000 for the period of five years; and

WHEREAS, the City’s Board of Supervisors approved this Agreement by [insert resolution number] on [insert date of Commission or Board action].

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

Article 1 Definitions

The following definitions shall apply to this Amendment:

- 1.1 **Agreement.** The term “Agreement” shall mean the Agreement dated May 9, 2022 between Contractor and City, as amended by the:
- 1.2 **Other Terms.** Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Agreement.

Article 2 Modifications to the Agreement.

The Agreement is hereby modified as follows:

- 2.1 **Calculation of Charges.** *Section 3.3.1 Calculation of Charges. of the Agreement currently reads as follows:*

3.3.1 **Calculation of Charges.** Contractor shall provide an invoice to the City on a monthly basis for goods delivered and/or Services completed in the immediate preceding month, unless a different schedule is set out in Appendix B, “Calculation of Charges.” Compensation shall be made for goods and/or Services identified in the invoice that the City, in his or her sole discretion, concludes has been satisfactorily performed. In no event shall the amount of this Agreement exceed THREE MILLION SEVEN HUNDRED EIGHTY TWO THOUSAND THREE HUNDRED SIXTY FIVE DOLALRS (\$3,782,365) The breakdown of charges associated with this Agreement appears in Appendix B, “Calculation of Charges.” A portion of payment may be withheld until conclusion of the Agreement if agreed to by both Parties as retainage, described in Appendix B. In no event shall City be liable for interest or late charges

for any late payments. City will not honor minimum service order charges for any services covered by this Agreement.

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

3.3.1 Calculation of Charges. Contractor shall provide an invoice to the City on a monthly basis for goods delivered and/or Services completed in the immediate preceding month, unless a different schedule is set out in Appendix B, "Calculation of Charges." Compensation shall be made for goods and/or Services identified in the invoice that the City, in his or her sole discretion, concludes has been satisfactorily performed. In no event shall the amount of this Agreement exceed SIX MILLION TWO HUNDRED FORTY THOUSAND NINE HUNDRED SIXTY-NINE DOLLARS (\$6,240,969) The breakdown of charges associated with this Agreement appears in Appendix B, "Calculation of Charges." A portion of payment may be withheld until conclusion of the Agreement if agreed to by both Parties as retainage, described in Appendix B. In no event shall City be liable for interest or late charges for any late payments. City will not honor minimum service order charges for any services covered by this Agreement.

2.2 Section 4.3.2. Section 4.3.2 of the Agreement is replaced in its entirety with the following section 4.3.2.

4.3.2 Sub Contractors: Steven Hirsch and Associates, Edrington, and Wendy Kaler

2.3 Section 4.3.2.

2.4 Attachment 2 to Appendix A-1. Attachment 2 to Appendix A-1, dated October 3, 2022, attached to this Amendment is hereby added to the Agreement and fully incorporated within the Agreement.

2.5 Appendix B. Appendix B is hereby replaced in its entirety by Appendix B, dated October 3, 2022, attached to this Amendment, and fully incorporated within the Agreement.

2.6 Appendix B-1. Appendix B-1 is hereby replaced in its entirety by Appendix B-1, dated October 3, 2022, attached to this Amendment, and fully incorporated within the Agreement.

2.7 Attachment 2 to Appendix D. Attachment 2 to Appendix D dated October 3, 2022, attached to this Amendment is hereby added to the Agreement and fully incorporated within the Agreement.

2.8 Appendix E. Appendix E is hereby replaced in its entirety by Appendix E, dated August 3, 2022, attached to this Amendment, and fully incorporated within the Agreement.

2.9 Appendix F. Appendix F is hereby replaced in its entirety by Appendix F, dated October 3, 2022, attached to this Amendment, and fully incorporated within the Agreement.

2.10 Appendix G. Appendix G is hereby replaced in its entirety by Appendix G, dated October 3, 2022, attached to this Amendment, and fully incorporated within the Agreement.

2.11 Recognize RBP #1. Recognize and attach the following previously executed Revision to Program Budgets (RBP), which utilized a portion of the preapproved contingency to add services described in Attachment 1 to Appendix A-1, dated 7/12/2022.

Article 3 Effective Date

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

Article 4 Legal Effect

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

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

CITY

Recommended by:

Grant Colfax, MD
Director of Health
Department of Public Health

Approved as to Form:

David Chiu
City Attorney

By: _____
Louise S. Simpson
Deputy City Attorney

Approved:

Sailaja Kurella
Director of the Office of Contract
Administration, and Purchaser

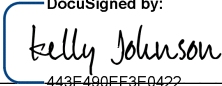
By: _____

Attached Appendices:

- Attachment 2 Appendix A-1
- Appendix B
- Appendix B-1
- Attachment 2 to Appendix D
- Appendix E
- Appendix F
- Appendix G
- RPB #1

CONTRACTOR

Health Management Associates, Inc.

DocuSigned by:


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Kelly Johnson
Chief Administrative Officer
120 N Washington Square #705
Lansing, MI 48933

City Supplier number: 0000018948

Attachment 2 to Appendix A-1

TASK 2 – CMS RE-APPLICATION, READINESS ASSESSMENT, AND MOCK SURVEY Enhancement

Statement of Work Addendum: Comprehensive Education Program, Infection Control Support, and Resource Extension

10/3/2022

Introduction

The San Francisco Department of Health selected Health Management Associates to provide services supporting the Department's critical initiative to achieve Centers for Medicare and Medicaid Services (CMS) recertification of Laguna Honda Hospital. In this on-going partnership with SFDPH/LHH, HMA has been asked to develop and provide further services and training in support of CMS recertification. This addendum to the original statement of work reflects the development and integration of a comprehensive, in-depth, practical education rollout plan, including Recertification and Sustainability, Infection Control program enhancements, and the extended timeline based on extension of the recertification timeline. This addendum is borne from the expectations set forth in the Emergency Solicitation Communication with HMA scoping meeting on May 10, 2022, and HMA's recommendations based on our extensive experience in publicly funded health care. As of June 26th, 2022, HMA has started developing and implementing a comprehensive education plan and support for revising and developing infection control policies and practices in collaboration with SFDPH/LHH stakeholders. In addition, the timeline for the project has been extended beyond the original expectations of September 2022 recertification application.

1. Comprehensive Education and Training Curriculum Approach

Following the initial Mock Survey completed by HMA, it was recommended that all staff receive training around the areas of deficiencies (F-Tags) cited in the final report. Leadership at Laguna Honda Hospital and Rehabilitation Center agreed and requested the additional scope of work cited below.

Additional Scope of Work:

Phase 1: The Re-Certification Plan is essential for moving LHH toward significantly reducing risk of receiving CMS F-Tag violations and successful CMS recertification.

1. Develop a comprehensive training plan for all employees of LHH that includes twelve (12) training modules on the topics outlined below.
2. Training modules will include a PowerPoint presentation and materials to test staff competency for each module.
3. HMA will deliver the modules over a 4-week period, 6 days per week to train the entire LHH staff and test competencies.

Training Curriculum Modules

Infection Control F880
Administration/ Emergency Services F838, 843, Code Blue, Fire
Pharmacy Medication Pass & Medication Storage F758, 759, 761 (N)
Resident Rights F550, 552, 553,557,567,568,582,584,585
Quality of Care and Life/Nursing F684,688,692, 697
Freedom from Abuse F600, 603, 604,610
Resident Assessment F641,645; Comprehensive Resident Care Plan F656 (N)
Food and Nutrition F803, 804, 809,812
Behavioral Health F740
Quality Assurance and Performance Improvement F908, 921, 925 (will be woven in and formally addressed in P2) (N)
Physical Environment F908, 921, 925
Putting it all Together
Nursing F725 (LEADERSHIP) (nursing only session)

Phase 2: Educational Plan to support sustainability of progress made during Phase 1. The plan will be directed toward:

1. Ongoing sustainability of progress made during Phase 1 of education
2. Addressing additional or ongoing findings after completion of Mock Survey #2

Deliverables

- Standardized staff training modules that address CDPH and CMS survey findings.
- Build internal capacity for LHH through implementation of the Training of Trainers (ToT) model and adult learning theory
- Lesson plans with clear learning objectives, goals, requirements, and completed staff competency and QAPI measures.
- Development of an onboarding training manual for new hires.
- Recommend customization for diverse populations.
- Facilitate collaboration with quality and risk management, infection prevention, and department of education and training.
- Facilitate collaboration between staff and human resources to ensure compliance with state licensure and training requirements (professional license renewal, BLS, fire safety, HIPAA, IT security, etc.)

- Transition to adult and active learning that utilizes didactic, written, visual demonstration, and teach-back approaches that include the routine use of policies and procedures.
- Facilitate with LHH options to offer accessible video, on-demand, training modules that assesses competency through post-testing
- Facilitate easy access to LMS for training modules, policies, procedures, and other resources.

2. Infection Control Consultation

Provide on-site support to the Laguna Honda Hospital Infection Control program.

Scope of Work:

1. Review of program and provide recommendations for improvements to ensure compliance with regulations:
 - a. Develop education materials for infection control team, clinical staff, and non-clinical staff, that encompass specific Federal Regulation (F-Tags) and CMS recertification.
2. Review and recommend changes to Infection Control policies and Infection Control Committee
3. Mentor the infection control team,
4. Guide daily infection control activities, Evaluate competencies of infection control supervisor.

Appendix B Calculation of Charges

1. Method of Payment

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

2. Program Budgets and Final Invoice

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

Appendix B-1: TASK 1 – COMPREHENSIVE ASSESSMENT and
TASK 2 – CMS RE-APPLICATION, READINESS ASSESSMENT, AND
MOCK SURVEY

B. Contractor understands that, of the maximum dollar obligation listed in section 3.3.1 of this Agreement, \$476,650 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. A final closing invoice, clearly marked “FINAL,” shall be submitted no later than forty-five (45) calendar days following the closing date of the Agreement, and shall include only those Services rendered during the referenced period of performance. If Services are not invoiced during this period, all unexpended funding set aside for this Agreement will revert to City. City’s final reimbursement to the Contractor at the close of the Agreement period shall be adjusted to conform to actual units certified multiplied by the unit rates identified in the Program Budgets attached hereto, and shall not exceed the total amount authorized and certified for this Agreement.

3. 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.

**Task 1: COMPREHENSIVE
ASSESSMENT**

	Title	Rate	Estimated Hours	Budgeted Amount
Kim Milstien	Managing Principal	\$ 395.00	70	\$ 27,650.00
Robert Ross	Principal	\$ 385.00	112	\$ 43,120.00
David Polakoff	Principal - Physician	\$ 450.00	92	\$ 41,400.00
Dina Besiveric	Senior Consultant	\$ 315.00	180	\$ 56,700.00
Trisha Bielski	Senior Consultant	\$ 315.00	180	\$ 56,700.00
Brent Barkett	Principal	\$ 385.00	200	\$ 77,000.00
Isis Montalvo	Senior Consultant	\$ 315.00	60	\$ 18,900.00
Margaret Williams	Principal	\$ 385.00	60	\$ 23,100.00
Glenda Stepchinski	Senior Consultant	\$ 315.00	180	\$ 56,700.00
Karen Hill	Senior Consultant	\$ 315.00	180	\$ 56,700.00
Flint Michels	Senior Consultant	\$ 315.00	180	\$ 56,700.00
Debbi Witham	Senior Consultant	\$ 315.00	180	\$ 56,700.00
Iliana Gilman	Principal	\$ 385.00	70	\$ 26,950.00
TBD	Senior Consultant	\$ 315.00	12	\$ 3,780.00
	Subcontractor / Steven Hirsch and Associates	\$ 288.00	8	\$ 2,304.00
Facilities	Subcontractor / Steven Hirsch and Associates	\$ 288.00	8	\$ 2,304.00
Infection Prevention	Subcontractor / Steven Hirsch and Associates	\$ 288.00	8	\$ 2,304.00
Nurse Executive	Subcontractor / Steven Hirsch and Associates	\$ 288.00	8	\$ 2,304.00
Pharmacy	Subcontractor / Steven Hirsch and Associates	\$ 288.00	8	\$ 2,304.00
			1,788	\$ 611,316.00

**Task 2: CMS RE-APPLICATION,
READINESS ASSESSMENT, AND
MOCK SURVEY**

	Title	Rate	Estimated Hours	Budgeted Amount
Kim Milstien	Managing Principal	\$ 395.00	154	\$ 60,830.00
Robert Ross	Principal	\$ 385.00	760	\$ 292,600.00
David Polakoff	Principal - Physician	\$ 450.00	446	\$ 200,700.00
Dina Besiveric	Senior Consultant	\$ 315.00	754	\$ 237,510.00
Trisha Bielski	Senior Consultant	\$ 315.00	746	\$ 234,990.00
Brent Barkett	Principal	\$ 385.00	414	\$ 159,390.00
Isis Montalvo	Senior Consultant	\$ 315.00	224	\$ 70,560.00
Margaret Williams	Principal	\$ 385.00	128	\$ 49,280.00
Glenda Stepchinski	Senior Consultant	\$ 315.00	208	\$ 65,520.00
Karen Hill	Senior Consultant	\$ 315.00	236	\$ 74,340.00
Flint Michels	Senior Consultant	\$ 315.00	104	\$ 32,760.00
Debbi Witham	Senior Consultant	\$ 315.00	208	\$ 65,520.00
Iliana Gilman	Principal	\$ 385.00	250	\$ 96,250.00
TBD	Senior Consultant	\$ 315.00	68	\$ 21,420.00
	Subcontractor / Steven Hirsch and Associates	\$ 288.00	86	\$ 24,768.00
Facilities	Subcontractor / Steven Hirsch and Associates	\$ 288.00	296	\$ 85,248.00
Infection Prevention	Subcontractor / Steven Hirsch and Associates	\$ 288.00	200	\$ 57,600.00
Nurse Executive	Subcontractor / Steven Hirsch and Associates	\$ 288.00	200	\$ 57,600.00
			5,282	\$ 1,829,286.00

Sub Total Task #2 (original)**5,282 \$ 1,829,286.00**

Amendment #1 October 2022

Education		Title	Rate	Estimated Hours	Budgeted Amount
Kim Milstien	Managing Principal	\$	395.00	90	\$ 35,550.00
Robert Ross	Principal	\$	385.00	340	\$ 130,900.00
David Polakoff	Principal - Physician	\$	450.00	70	\$ 31,500.00
Dina Besiveric	Senior Consultant	\$	315.00	330	\$ 103,950.00
Trisha Bielski	Senior Consultant	\$	315.00	330	\$ 103,950.00
Brent Barkett	Principal	\$	385.00	115	\$ 44,275.00
Isis Montalvo	Senior Consultant	\$	315.00	100	\$ 31,500.00
Margaret Williams	Principal	\$	385.00	40	\$ 15,400.00
Glenda Stepchinski	Senior Consultant	\$	315.00	200	\$ 63,000.00
Karen Hill	Senior Consultant	\$	315.00	430	\$ 135,450.00
Flint Michels	Senior Consultant	\$	315.00	220	\$ 69,300.00
Debbi Witham	Senior Consultant	\$	315.00	220	\$ 69,300.00
Ruth Danielzuk	Senior Consultant	\$	315.00	260	\$ 81,900.00
Roxane Townsend	Principal - Physician	\$	450.00	70	\$ 31,500.00
Helena Whitney	Senior Consultant	\$	315.00	190	\$ 59,850.00
Vince McGowen	Principal	\$	385.00	40	\$ 15,400.00
Christina Turiano-Sander	Consultant	\$	240.00	40	\$ 9,600.00
Sub Total Education				3,085	\$ 1,032,325.00
Resource Extension					
Kim Milstien	Managing Principal	\$	395.00	85	\$ 33,575.00
Robert Ross	Principal	\$	385.00	320	\$ 123,200.00
Roxane Townsend	Principal - Physician	\$	450.00	95	\$ 42,750.00
David Polakoff	Principal-Physician	\$	450.00	180	\$ 81,000.00
Dina Besiveric	Senior Consultant	\$	315.00	320	\$ 100,800.00
Trisha Bielski	Senior Consultant	\$	315.00	80	\$ 25,200.00
Brent Barkett	Principal	\$	385.00	110	\$ 42,350.00
Iliana Gilman	Principal	\$	385.00	120	\$ 46,200.00
Ruth Danielzuk	Senior Consultant	\$	315.00	210	\$ 66,150.00
Vince McGowen	Principal	\$	385.00	200	\$ 77,000.00
Christina Turiano-Sander	Consultant	\$	240.00	120	\$ 28,800.00
Sub Total Resource Extension				1,840	\$ 667,025.00
Infection Control					
Wendy Kaler	Infection Control Sub Contractor	\$	200.00	360	\$ 72,000.00
SubTotal Infection Control				360	\$ 72,000.00

Total of Amendment #1 October 2022 **5,285** **\$ 1,771,350.00**

Total Task #2 as Ammended **10,567** **\$ 3,600,636.00**

Shared Resources Across Task 1 and Task 2

Communications	Title	Rate	Estimated Hours	Budgeted Amount
Kim Milstien	Managing Principal	\$	395.00	12 \$ 4,740.00
Robert Ross	Principal	\$	385.00	20 \$ 7,700.00
Brent Barkett	Principal	\$	385.00	10 \$ 3,850.00
Iliana Gilman	Principal	\$	385.00	236 \$ 90,860.00
Facilities	Subcontractor / Steven Hirsch and Associates	\$	288.00	8 \$ 2,304.00
Infection Prevention	Subcontractor / Steven Hirsch and Associates	\$	288.00	8 \$ 2,304.00

Shared Resources Across Task 1 and Task 2 (Continued)

Communications	Title	Rate	Estimated Hours	Budgeted Amount
Nurse Executive	Subcontractor / Steven Hirsch and Associates	\$ 288.00	8	\$ 2,304.00
Pharmacy	Subcontractor / Steven Hirsch and Associates	\$ 288.00	8	\$ 2,304.00
			310	\$ 116,366.00
Change Management	Title	Rate	Estimated Hours	Budgeted Amount
Kim Milstien	Managing Principal	\$ 395.00	64	\$ 25,280.00
Robert Ross	Principal	\$ 385.00	64	\$ 24,640.00
David Polakoff	Principal - Physician	\$ 450.00	24	\$ 10,800.00
Dina Besiveric	Senior Consultant	\$ 315.00	24	\$ 7,560.00
Trisha Bielski	Senior Consultant	\$ 315.00	24	\$ 7,560.00
Brent Barkett	Principal	\$ 385.00	28	\$ 10,780.00
Iliana Gilman	Principal	\$ 385.00	280	\$ 107,800.00
<i>Kyle Edrington (Added via RPB#1 July 2022)</i>	<i>Managing Director, Sub Contracor /Edrington</i>	<i>\$ 392.00</i>	<i>48</i>	<i>\$ 18,816.00</i>
<i>Matt Menard (Added via RPB#1 July 2022)</i>	<i>Actuarial Analyst, Sub Contracor /Edrington</i>	<i>\$ 248.00</i>	<i>480</i>	<i>\$ 119,040.00</i>
			1,036	\$ 332,276.00
Project Management	Title	Rate	Estimated Hours	Budgeted Amount
Kim Milstien	Managing Principal	\$ 395.00	70	\$ 27,650.00
Robert Ross	Principal	\$ 385.00	100	\$ 38,500.00
David Polakoff	Principal - Physician	\$ 450.00	70	\$ 31,500.00
Dina Besiveric	Senior Consultant	\$ 315.00	100	\$ 31,500.00
Trisha Bielski	Senior Consultant	\$ 315.00	100	\$ 31,500.00
Brent Barkett	Principal	\$ 385.00	160	\$ 61,600.00
Isis Montalvo	Senior Consultant	\$ 315.00	22	\$ 6,930.00
Margaret Williams	Principal	\$ 385.00	17	\$ 6,545.00
Glenda Stepchinski	Senior Consultant	\$ 315.00	22	\$ 6,930.00
Karen Hill	Senior Consultant	\$ 315.00	22	\$ 6,930.00
Flint Michels	Senior Consultant	\$ 315.00	17	\$ 5,355.00
Debbi Witham	Senior Consultant	\$ 315.00	22	\$ 6,930.00
Iliana Gilman	Principal	\$ 385.00	100	\$ 38,500.00
TBD	Senior Consultant	\$ 315.00	17	\$ 5,355.00
			839	\$ 305,725.00
			Total Hours (as amended)	14,540
			SUB TOTAL OF ALL CONSULTING (as amended)	\$ 4,966,319.00
			TRAVEL EXPENSES	\$ 328,000.00
			Additional Travel Expenses Amendment #1	\$ 470,000.00
			Travel Expenses (as amended)	\$ 798,000.00
			SUB TOTAL OF TASKS 1 AND 2 & Travel (as amended)	\$ 5,764,319.00
			Remaining CONTINGENCY 12%	\$ 259,396.00
			Additional Contingency on Amendment #1	\$ 217,254.00
			Remaining Contingency (as amended)	\$ 476,650.00
			TOTAL NOT TO EXCEED AMOUNT	\$ 6,240,969.00

Attachment 2 to Appendix D

**Protected Information Destruction Order
Purge Certification - Contract ID # 1000025422**

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 5/9/2022 (“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

Signature

Title:

Date:

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

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with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Sections 160.103 and 164.501. For the purposes of this BAA, PHI includes all medical information and health insurance information as defined in California Civil Code Sections 56.05 and 1798.82.

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

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.

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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

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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.

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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)]

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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).

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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

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

Contractor Name:		Contractor City Vendor ID	
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PRIVACY ATTESTATION

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

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

I. All Contractors.

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

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

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

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

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

EXCEPTION(S) APPROVED by OCPA	Name (print)		Signature		Date	
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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:	Name & Title:	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 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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Appendix G Travel and Expense Policy

General

Before traveling to City's facilities, Contractor must receive written authorization from City for the travel as provided in the Agreement. Contractor will complete a travel authorization form which, unless agreed otherwise, will include the on-site dates for the personnel and an estimate for all expenses (including expected airfare). At City's option, City may approve a blanket travel authorization rather than an individual travel authorization for each trip. A blanket travel authorization includes a range of trips, reducing the number of travel authorizations submitted to City for approval.

Air Travel

Airfare must be booked for economy/coach class only. Business or First Class is not reimbursable. Optional upgrades are not reimbursable. Contractor will choose the most cost effective flight that otherwise satisfies its booking criteria (e.g., no double connections, fits any reasonable time constraints). If a charter would be of equal cost to or less expensive than commercial airfare due to the number of traveling staff, Contractor may use a charter.

Contractor will use reasonable efforts, where possible, to purchase air tickets at minimum 2 weeks in advance to take advantage of the most economical fares available. You have informed Contractor that You intend to seek approval in writing by the Program Manager or his or her designee if a travel authorization referenced above includes estimated airfare in excess of \$500 round trip.

If airline charges for checked luggage, only the cost of the first checked bag is reimbursable. Additional baggage check-in costs will be reimbursed with justification explaining the business need for extra luggage.

Ground Transportation from Airport to Work Site or to Hotel

Public transportation, shuttle, taxi, or ridesharing (e.g., Uber or Lyft) is preferred as the primary mode of transportation. Public transportation between worksites is reimbursed based upon need.

City will reimburse Contractor for actual tolls, parking fees, a standard amount for mileage to and from the outbound airport, airport shuttle service, public transportation fees and taxi or similar (e.g., Uber, Lyft) fares. Personal car mileage is based on the IRS set rate; fuel is not reimbursed for personal car usage. Contractor will instruct its staff to generally use taxi or similar services or public transit, rather than rental cars. Where applicable, Contractor will normally rent cars from a national car rental chain to take advantage of its national discounted rates whenever feasible. Generally, Contractor rents cars that will comfortably accommodate 3 or 4 employees with luggage and laptop computers rather than renting vehicles for each employee. Contractor employees will make reasonable efforts to refuel rental cars prior to returning the cars.

Personal Vehicles:

The following information should be included in reimbursement request submitted by the traveler to Contractor, except with respect to use of a personal vehicle to travel from the traveler's home or office to airport:

1. Business purpose for use of vehicle
2. Starting point (e.g., worksite or home, whichever is the closer of the two) and the destination
3. Vehicle make, model, and license number
4. Odometer reading, beginning and ending, or a printout from an automated mapping program (e.g., Google Maps) showing the route and mileage

Rental Cars:

The travel reimbursement policy with regards to use of a rental car is as follows:

1. Cost of rental car used for work performed under the Agreement is reimbursable if it was pre-approved by the Program Manager or his or her designee as part of the travel authorization process described above. The pre-approval is required to be documented in writing, and must include:
 - a. the car rental amount and estimate of other related expenses such as parking and fuel, and
 - b. justification why other forms of transportation are not appropriate, why a rental car is necessary, and how a rental car is the most economical and efficient/practical
2. All passengers traveling in a rental vehicle must be performing work under the Agreement.
 - a. Car rental is limited to standard compact size vehicle. Midsize vehicle is reimbursable if use is for three people or more, justification provided, and pre-approved in writing by the Program Manager or his or her designee as part of the travel authorization process described above
 - b. Pre-paid fuel for re-filling the gas tank on the rental car is not reimbursable. Employees must submit to Contractor fuel receipt for actual usage
3. Carpooling and ridesharing is required. Members travelling in the car must be provided in writing on the face of the receipt when submitting expenses to Contractor. No less than three contractors per car is permitted.

Information regarding public transportation

The following resources are presented as a guide, please check the applicable website for the most up-to-date information. Contractor will book its own travel.

SF MUNI

1. Plan your trip: <https://www.sfmta.com/>
2. System Map: <https://www.sfmta.com/maps/muni-system-map>
3. Schedules: <http://511.org/transit/schedules-agency-info/agency/363/schedules>

BART

1. Plan your Trip: <https://www.bart.gov/>
2. System Map: <http://www.bart.gov/stations>
3. Schedules: <http://511.org/transit/schedules-agency-info/agency/354/schedules>

City has informed Contractor that parking is not available at most City worksites. Parking is reimbursable, however Contractor will instruct its staff that they should generally use other forms of transportation that do not require parking at City's facilities. To request reimbursement for garage parking, Contractor staff will provide Contractor with a receipt showing the parking fee paid, subject to the Documentation of Travel Expenses requirements set forth below.

Meals and Hotels

City will reimburse Contractor a flat fee per traveler per day for meals, hotels, and non-ground transport incidental expenses at the "per diem" CONUS rate as published by the General Services Administration for San Francisco (using zip code 94102).

<https://www.gsa.gov/travel-resources>

Conus Check-in

If, following the Effective Date either party has concerns about the CONUS rate referenced above (whether because it is perceived as too far above or below actual typical hotel and meal costs), such party will escalate its concerns and the parties will discuss whether this provision of the Agreement should be modified through a Revision to the Program Budget to address any shortfall with the CONUS rate or to authorize payment above the published CONUS rate.

Non-Reimbursable Expenses

1. Hotel movies
2. Internet access solely for personal purposes
3. Entertainment
4. Sightseeing
5. Tips above 20%
6. Optional airline upgrades
7. Alcoholic beverages
8. Child or pet care
9. Damages to contractor's personal vehicle
10. Lost or stolen funds or personal property
11. Parking/moving violation tickets or other penalties for infractions of any law, repair of automobile and towing charges
12. Travel insurance or rental car insurance offered by rental car companies
13. Insurance in connection with personal automobiles
14. Hotel health club memberships
15. Laundry service (unless contractor is on site for six consecutive days of work or more)

16. Personal services and personal supplies
17. Any expense which is not bona fide for federal income tax purposes
18. Cancelled travel tickets and change / cancellation costs (where the cancellation was reasonably avoidable)

Documentation of Travel Expenses

Contractor travelers generally are required to provide Contractor with receipts for their travel expenses. On the occasion a receipt is lost or misplaced, Contractor's accounting department will obtain documentation from the traveler for the applicable expenses. Contractor's accounting department will monitor these instances to help keep them to a minimum.

Sharing Expenses with Other Organizations

Occasionally, it may be possible to combine travel to City's site with travel to or from another Contractor customer site, and in such case, expenses can be shared with the other organizations. Contractor employees are responsible for seeking reimbursement for expenses payable by others. If a Contractor employee is taking a trip payable jointly by City and another entity, City will reimburse City's share of the actual expenses necessary for City's business in accordance with this Travel Policy. In no case may the reimbursement to the Contractor employee from all sources exceed the total expenses incurred by the employee.

Non-Productive Billable Travel Time (Added under Amendment #1)

Non-Productive billable travel time shall be billed at 50% of the stated hourly resource rate listed in Appendix B-1.

SAN FRANCISCO DEPARTMENT OF PUBLIC HEALTH

REVISION TO PROGRAM BUDGETS (RPB) #1

The Department of Public Health hereby requests a revision to the Program Budgets of F\$P Contract ID# 1000025422, in order to allow use of Contingency Funds included in the not-to-exceed contract amount.

WHEREAS, the City and County of San Francisco, through its Department of Public Health (“DPH”), entered into an Agreement with Health Management Associates, Inc. (“Contractor”) dated May 9, 2022, hereinafter referred to as the “Agreement,” with a not-to-exceed contract amount of \$3,782,365, comprised of a base contract amount of \$3,057,113 (“Base”), a travel amount of \$320,000 (“Travel”), and a contingency amount of \$405,252 (“Contingency”); and

WHEREAS, DPH now wishes to revise the Program Budgets to allow use of \$145,856 of Contingency Funds to pay for the items described in Section 2 (Revision to Appendix A-1) below. The remaining contingency amount is \$259,396;

WHEREAS, the term and \$3,782,365 not-to-exceed contract amount of the Agreement remain unchanged;

WHEREAS, This Revision to the Program Budgets will become effective upon certification by the Controller of the availability of funds;

NOW THEREFORE, The City and Contractor agree as follows.

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

1a. Agreement. The term “Agreement” shall mean the Agreement dated May 9, 2022, between Contractor and City.

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

2. Revision to Appendix A-1, TASK 1 – COMPREHENSIVE ASSESSMENT and TASK 2 – CMS RE-APPLICATION, READINESS ASSESSMENT, AND MOCK SURVEY.

2a. Attachment 1 to Appendix A-1 Data Analyst Support, dated July 12, 2022, shall be added to Appendix A-1 of the Original Agreement.

3. Revision to Appendix B-1 Calculation of Charges (Budget).

3a. The attached Appendix B-1 Calculation of Charges (Budget), dated July 12, 2022, shall replace that of the Original Agreement.

4. Revision to Appendix F

4a. The attached Appendix F dated July 12, 2022, shall replace that of the Original Agreement.

5. Legal Effect. Except as expressly revised herein, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Revision to Program Budgets on the day first mentioned above.

CITY:

DocuSigned by:

Roland Pickens

08/10/2022 | 8:25 AM

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Roland Pickens, MHA, FACHE
Director, San Francisco Health Network
The Integrated Delivery System of
The San Francisco Department of Public Health

CONTRACTOR:

DocuSigned by:

Kelly Johnson

08/10/2022 | 7:54 AM P

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Kelly Johnson Chief Administrative Officer
120 N Washington Square #705
Lansing, MI 48933

**Attachment 1 to Appendix A-1
Date July 12, 2022**

I. Scope of work: Data Analyst Support

- A. HMA will assist with analytic support to expand the team focused on Laguna Honda's operations. HMA will provide an analyst to be overseen and directed by Laguna Honda Hospital's Chief Quality Officer, Nawzaneen Talai. HMA understands that this analyst will be required to:
1. Provide "full-time" support, generally spanning 40 hours per week
 2. Report to members of the Laguna Hospital team and fulfill both time-sensitive and long-term requests reasonably and prudently
 3. Participate in 1-2 weeks of on-site training to understand existing processes, data structures, tools, and analytic functions. After this, support will primarily be provided remotely.
 4. Develop knowledge to operate within the Epic information system to facilitate reporting and analytics
 5. Develop, review, and communicate data summaries and analyses using available tools such as Microsoft Excel and SQL
 6. Provide continuity training to new team members and potentially develop policies and procedures to enable seamless transitions

II. Proposed Resources:

- A. Kyle Edrington will serve as the project manager and will ensure timely completion of deliverables, coordinate team activities, and provide consistent communication with San Francisco Department of Public Health.
- B. Matt Menard will be the primary staff on this project. Additional HMA staff will provide services for the project as appropriate.

III. Budget (funded by contingency)

The following is the proposed budget for the scope of work. This format is consistent with the HMA agreement and as requested by City contracts office.

Consultant	Title	Rate	Estimated Hours	Budgeted Amount
Kyle Edrington	Managing Director, Edrington	\$392	48	\$18,816
Matt Menard	Actuarial Analyst, Edrington	\$248	480	\$119,040
			528	\$137,856
			TRAVEL EXPENSES	\$8,000

Revised July 12,2022

Appendix B-1
Calculation of ChargesBudget
Page 1 of 2**Task 1: COMPREHENSIVE
ASSESSMENT**

	Title	Rate	Estimated Hours	Budgeted Amount
Kim Milstien	Managing Principal	\$ 395.00	70	\$ 27,650.00
Robert Ross	Principal	\$ 385.00	112	\$ 43,120.00
David Polakoff	Principal - Physician	\$ 450.00	92	\$ 41,400.00
Dina Besiveric	Senior Consultant	\$ 315.00	180	\$ 56,700.00
Trisha Bielski	Senior Consultant	\$ 315.00	180	\$ 56,700.00
Brent Barkett	Principal	\$ 385.00	200	\$ 77,000.00
Isis Montalvo	Senior Consultant	\$ 315.00	60	\$ 18,900.00
Margaret Williams	Principal	\$ 385.00	60	\$ 23,100.00
Glenda Stepchinski	Senior Consultant	\$ 315.00	180	\$ 56,700.00
Karen Hill	Senior Consultant	\$ 315.00	180	\$ 56,700.00
Flint Michels	Senior Consultant	\$ 315.00	180	\$ 56,700.00
Debbi Witham	Senior Consultant	\$ 315.00	180	\$ 56,700.00
Iliana Gilman	Principal	\$ 385.00	70	\$ 26,950.00
TBD	Senior Consultant	\$ 315.00	12	\$ 3,780.00
Facilities	Subcontractor / Steven Hirsch and Associates	\$ 288.00	8	\$ 2,304.00
Infection Prevention	Subcontractor / Steven Hirsch and Associates	\$ 288.00	8	\$ 2,304.00
Nurse Executive	Subcontractor / Steven Hirsch and Associates	\$ 288.00	8	\$ 2,304.00
Pharmacy	Subcontractor / Steven Hirsch and Associates	\$ 288.00	8	\$ 2,304.00
			1,788	\$ 611,316.00

**Task 2: CMS RE-APPLICATION,
READINESS ASSESSMENT, AND MOCK
SURVEY**

	Title	Rate	Estimated Hours	Budgeted Amount
Kim Milstien	Managing Principal	\$ 395.00	154	\$ 60,830.00
Robert Ross	Principal	\$ 385.00	760	\$ 292,600.00
David Polakoff	Principal - Physician	\$ 450.00	446	\$ 200,700.00
Dina Besiveric	Senior Consultant	\$ 315.00	754	\$ 237,510.00
Trisha Bielski	Senior Consultant	\$ 315.00	746	\$ 234,990.00
Brent Barkett	Principal	\$ 385.00	414	\$ 159,390.00
Isis Montalvo	Senior Consultant	\$ 315.00	224	\$ 70,560.00
Margaret Williams	Principal	\$ 385.00	128	\$ 49,280.00
Glenda Stepchinski	Senior Consultant	\$ 315.00	208	\$ 65,520.00
Karen Hill	Senior Consultant	\$ 315.00	236	\$ 74,340.00
Flint Michels	Senior Consultant	\$ 315.00	104	\$ 32,760.00
Debbi Witham	Senior Consultant	\$ 315.00	208	\$ 65,520.00
Iliana Gilman	Principal	\$ 385.00	250	\$ 96,250.00
TBD	Senior Consultant	\$ 315.00	68	\$ 21,420.00
Facilities	Subcontractor / Steven Hirsch and Associates	\$ 288.00	86	\$ 24,768.00
Infection Prevention	Subcontractor / Steven Hirsch and Associates	\$ 288.00	296	\$ 85,248.00
Nurse Executive	Subcontractor / Steven Hirsch and Associates	\$ 288.00	200	\$ 57,600.00
			5,282	\$ 1,829,286.00

Shared Resources Across Task 1 and Task 2

Communications	Title	Rate	Estimated Hours	Budgeted Amount
Kim Milstien	Managing Principal	\$ 395.00	12	\$ 4,740.00
Robert Ross	Principal	\$ 385.00	20	\$ 7,700.00
Brent Barkett	Principal	\$ 385.00	10	\$ 3,850.00
Iliana Gilman	Principal	\$ 385.00	236	\$ 90,860.00
Facilities	Subcontractor / Steven Hirsch and Associates	\$ 288.00	8	\$ 2,304.00
Infection Prevention	Subcontractor / Steven Hirsch and Associates	\$ 288.00	8	\$ 2,304.00
Nurse Executive	Subcontractor / Steven Hirsch and Associates	\$ 288.00	8	\$ 2,304.00
Pharmacy	Subcontractor / Steven Hirsch and Associates	\$ 288.00	8	\$ 2,304.00
			310	\$ 116,366.00

Change Management	Title	Rate	Estimated Hours	Budgeted Amount
Kim Milstien	Managing Principal	\$ 395.00	64	\$ 25,280.00
Robert Ross	Principal	\$ 385.00	64	\$ 24,640.00
David Polakoff	Principal - Physician	\$ 450.00	24	\$ 10,800.00
Dina Besiveric	Senior Consultant	\$ 315.00	24	\$ 7,560.00
Trisha Bielski	Senior Consultant	\$ 315.00	24	\$ 7,560.00
Brent Barkett	Principal	\$ 385.00	28	\$ 10,780.00
Iliana Gilman	Principal	\$ 385.00	280	\$ 107,800.00
<i>Kyle Edrington (Added via RPB#1 July 2022)</i>	<i>Managing Director, Sub Contracor /Edrington</i>	<i>\$ 392.00</i>	<i>48</i>	<i>\$ 18,816.00</i>
<i>Matt Menard (Added via RPB#1 July 2022)</i>	<i>Actuarial Analyst, Sub Contracor /Edrington</i>	<i>\$ 248.00</i>	<i>480</i>	<i>\$ 119,040.00</i>
			1,036	\$ 332,276.00

Project Management	Title	Rate	Estimated Hours	Budgeted Amount
Kim Milstien	Managing Principal	\$ 395.00	70	\$ 27,650.00
Robert Ross	Principal	\$ 385.00	100	\$ 38,500.00
David Polakoff	Principal - Physician	\$ 450.00	70	\$ 31,500.00
Dina Besiveric	Senior Consultant	\$ 315.00	100	\$ 31,500.00
Trisha Bielski	Senior Consultant	\$ 315.00	100	\$ 31,500.00
Brent Barkett	Principal	\$ 385.00	160	\$ 61,600.00
Isis Montalvo	Senior Consultant	\$ 315.00	22	\$ 6,930.00
Margaret Williams	Principal	\$ 385.00	17	\$ 6,545.00
Glenda Stepchinski	Senior Consultant	\$ 315.00	22	\$ 6,930.00
Karen Hill	Senior Consultant	\$ 315.00	22	\$ 6,930.00
Flint Michels	Senior Consultant	\$ 315.00	17	\$ 5,355.00
Debbi Witham	Senior Consultant	\$ 315.00	22	\$ 6,930.00
Iliana Gilman	Principal	\$ 385.00	100	\$ 38,500.00
TBD	Senior Consultant	\$ 315.00	17	\$ 5,355.00
			839	\$ 305,725.00

Total Hours	9,255
SUB TOTAL OF ALL CONSULTING	\$ 3,194,969.00
TRAVEL EXPENSES	\$ 328,000.00
SUB TOTAL OF TASKS 1 AND 2 & Travel	\$ 3,522,969.00
Remaining CONTINGENCY 12%	\$ 259,396.00
TOTAL NOT TO EXCEED AMOUNT	\$ 3,782,365.00

