

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

**First Amendment**

THIS AMENDMENT (this "Amendment") is made as of **January 1<sup>st</sup>, 2019**, in San Francisco, California, by and between **MAITRI AIDS HOSPICE** ("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 **increase the contract amount and update standard contractual clauses**; and

WHEREAS, the Agreement was competitively procured as required by San Francisco Administrative Code Chapter 21.1 through **RFP 25-2017 issued on April 10, 2017** and this modification is consistent therewith; and

WHEREAS, approval for this Amendment was obtained when the Civil Service Commission approved Contract number **2005 07/08** on **July 18, 2016**;

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 **July 1<sup>st</sup>, 2017** (Contract ID# 1000006124), between Contractor and City.

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      **Article 3.3.1 Payment** of the Original Agreement currently reads as follows:

## **Article 3      Financial Matters**

### **3.3      Compensation.**

3.3.1      **Payment.** Contractor shall provide an invoice to the City on a monthly basis for Services completed in the immediate preceding month, unless a different schedule is set out in Appendix B, "Calculation of Charges." Compensation shall be made for Services identified in the invoice that the **Director of Health**, in his or her sole discretion, concludes has been satisfactorily performed. Payment shall be made within 30 calendar days of receipt of the invoice, unless the City notifies the Contractor that a dispute as to the invoice exists. In no event shall the amount of this Agreement exceed **Four Million, Eight Hundred Sixty-Nine Thousand, Five Hundred Forty-Five DOLLARS (\$4,869,545)**. The breakdown of charges associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein. A portion of payment may be withheld until conclusion of the Agreement if agreed to by both parties as retainage, described in Appendix B. In no event shall City be liable for interest or late charges for any late payments.

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

## **Article 3      Financial Matters**

### **3.3      Compensation.**

3.3.1      **Payment.** Contractor shall provide an invoice to the City on a monthly basis for Services completed in the immediate preceding month, unless a different schedule is set out in Appendix B, "Calculation of Charges." Compensation shall be made for Services identified in the invoice that the **Director of Health**, in his or her sole discretion, concludes has been satisfactorily performed. Payment shall be made within 30 calendar days of receipt of the invoice, unless the City notifies the Contractor that a dispute as to the invoice exists. In no event shall the amount of this Agreement exceed **Five Million Four Hundred Ninety-Five Thousand Seven Hundred Ninety-One DOLLARS (\$5,495,791)**. The breakdown of charges associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein. A portion of payment may be withheld until conclusion of the Agreement if agreed to by both parties as retainage, described in Appendix B. In no event shall City be liable for interest or late charges for any late payments.

2.2 **Article 3.4 Audit and Inspection of Records**, is hereby amended in its entirety to read as follows:

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

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

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

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

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

2.3 **Article 4.3 Subcontracting**, is hereby amended in its entirety to read as follows:

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

##### **4.3 Subcontracting.**

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

4.3.2 City's execution of this Agreement constitutes its approval of the subcontractors listed below.

##### **a. Jamie Lavender, LMFT**

2.4 Add **Article 12.2 Exclusion Lists and Employee Verification**, to this Agreement as Amended to reads as follows:

#### **Article 12 Department Specific Terms**

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 will be retained for seven years.



The Appendices listed below are Amended as follows:

2.5 Delete Appendix A, and replace in its entirety with Appendix A to Agreement as amended. Dated: 01/01/2019.

2.6 Delete Appendix A-1, and replace in its entirety with Appendix A-1 to Agreement as amended. Dated: 01/01/2019.

2.7 Add Appendix A-2 to Agreement as amended. Dated: 01/01/2019.

2.8 Delete Appendix B, and replace in its entirety with Appendix B to Agreement as amended. Dated: 01/01/2019.

2.9 Add Appendix B-2a.1 to Agreement as amended. Dated: 01/01/2019.

2.10 Add Appendix B-2b to Agreement as amended. Dated: 01/01/2019.

2.11 Delete Appendix E, and replace in its entirety with Appendix E to Agreement as amended. Dated: OCPA & CAT v4-12-18 and Attestation forms 06-07-2017.

2.12 Add Appendix F-2a.1 to Agreement as amended. Dated: 01/01/2019.

2.13 Add Appendix F-2b to Agreement as amended. Dated: 01/01/2019.

### **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:

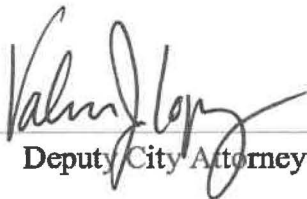


Greg Wagner  
Acting Director of Health  
Department of Public Health

Approved as to Form:

Dennis J. Herrera  
City Attorney

By:



Deputy City Attorney

Approved:



Alaric Degrafinried  
City Purchaser and Director of the Office of  
Contract Administration

**CONTRACTOR**

**MAITRI AIDS HOSPICE**



ANNE GIMBEL  
Executive Director  
401 Duboce Avenue  
San Francisco, CA 94117

Supplier ID number: 0000015884

Received By:  
FEB 1 '19 PM 3:22  
Purchasing Department



## **Appendix A Scope of Services**

### **1. Terms**

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

In performing the Services hereunder, Contractor shall report to **Bill Blum**, 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.

For services solicited under a Group Purchasing Organization (GPO) the Contractor shall report all applicable sales under this agreement to the respective GPO.

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

Contractor shall participate as requested with the City, State and/or Federal government in evaluative studies designed to show the effectiveness of Contractor's Services. Contractor agrees to meet the requirements of and participate in the evaluation program and management information systems of the City.

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

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, 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.

M. Patients Rights:

All applicable Patients Rights laws and procedures shall be implemented.



N. Under-Utilization Reports:

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

O. Quality Assurance:

Contractor agrees to develop and implement a Quality Assurance Plan based on internal standards established by Contractor applicable to the Services as follows:

- 1) Staff evaluations completed on an annual basis.
- 2) Personnel policies and procedures in place, reviewed and updated annually.
- 3) Board Review of Quality Assurance Plan.

P. Compliance With Grant Award Notices:

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

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

## 2. **Description of Services**

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.

Detailed description of services are listed below and are attached hereto

Appendix A-1	<b>Maitri Compassionate Care (HIV/AIDS Hospice Services)</b>
Appendix A-2	<b>Maitri Compassionate Care (HIV/AIDS Hospice Services) – Mental Health Services Program</b>

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 / Vendor / Provider	Maitri AIDS Hospice												
Total Contract Amount	\$ 4,906,956												
Program Name	Maitri Compassionate Care HIV/AIDS Hospice Services												
Address / Phone	401 Duboce Avenue, San Francisco, CA 94117 / 415.558.3000 Fax: 415.558.3010												
Contact Person	Anne Gimbel, Executive Director, 415-558-3001, agimbel@maitrissf.org												
System of Care	HIV Health Services (HHS)												
RFP # -- Term	RFP 25-2017 -- 07/01/17 - 03/31/21												
Funding Source	Ryan White Part A												
Appendices	A-1 / B-1			A-1 / B-2		A-1 / B-3		A-1 / B-4					
Amount	\$523,125			\$784,687		\$784,687		\$784,687					
Term	7/1/17- 2/28/18			3/1/18 - 2/28/19		3/1/19 - 2/29/20		3/1/20 - 2/28/21					
Definition of UOS	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	
Professional Patient Days	2,333	22	2,628	26	2,628	26	2,628	26	2,628	26	2,628	26	
ParaProfessional Patient Days	2,333	22	2,628	26	2,628	26	2,628	26	2,628	26	2,628	26	
Totals	4,666	22	5,256	26	5,256	26	5,256	26	5,256	26	5,256	26	
Funding Source	Ryan White Part B / State Office of AIDS												
Appendices	A-1 / B-1a		A-1 / B-1a.1		A-1 / B-2a		A-1 / B-2a.1		A-1 / B-3a		A-1 / B-4a		
Amount	\$294,124		\$157,825		\$392,166		\$172,520		\$392,166		\$392,166		
Term	7/1/17 - 3/31/18		9/30/17 - 9/29/18		4/1/18 - 3/31/19		4/1/18 - 3/31/19		4/1/19 - 3/31/20		4/1/20 - 3/31/21		
Definition of UOS :	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	
Professional Patient Days	778	2	N/A	N/A	1,168	14	N/A	N/A	1,168	14	1,168	14	
ParaProfessional Patient Days	778	2	N/A	N/A	1,168	14	N/A	N/A	1,168	14	1,168	14	
Facility Expenses Months	N/A	N/A	12	N/A	N/A	N/A	12	N/A	N/A	N/A	N/A	N/A	
Totals	1,556	2	(X08) 12	N/A	2,336	14	(X07) 12	N/A	2,336	14	2,336	14	
Appendices	(X08)		A-2 / B-1b		(X07)		A-2 / B-2b						
Amount			\$95,000				\$133,803						
Term			9/30/17 - 9/29/18				4/1/18 - 3/31/19						
Definition of UOS:			UOS	UDC			UOS	UDC					
Interns Mental Hlth Individual Hours			528	10			936	10					
Interns Mental Hlth Group Hours			82	10			104	10					
LCSW Mental Hlth / Case Mngt Individual Hours							156	10					
LCSW Mental Hlth Group Hours							17	10					
RN Psychoeducation Group Hours							20	10					
Start Up Months							5	N/A					
Totals			610	10			1,238	10					
Target Population	People with HIV/AIDS and in need of hospice or 24-hour skilled nursing care.												
Description of Services	Professional / Paraprofessional Pt Days : RN, LVN, Social Work, and CNA Services within a licensed Residential Care Facility for the Chronically Ill (RCFCI). Mental Health Services: For residents of hospice care, to include psychosocial assessments, development of care plans, client-tailored interventions including counseling; individual and group mental health services provided by interns, an LCSW, and an RN within an RCFCI.												

**1. Identifiers**

Program Name/Address **Maitri Compassionate Care HIV/AIDS Hospice Services**  
Residential Nursing and Hospice Services  
401 Duboce Avenue, San Francisco, CA 94117  
(415) 558-3000 Fax: (415) 558-3010 , maitrisf.org

Contact Anne Gimbel, Executive Director, 415-558-3001, agimbel@maitrisf.org

**2. Nature of Document Modification**

**3. Goal Statement**

To provide safe housing, medical care and nutrition supports for those with HIV at end of life and those needing respite to return to independence as defined by the resident.

**4. Target Population**

The target population is people with HIV/AIDS and in need of hospice or 24-hour skilled nursing care. All beds but one at any given time are restricted (via HOPWA funding requirements) for those with incomes that are within HUD's definition of very low income.

The program assures that HHS funds are only used to pay for services that are not reimbursed by any other funding source. Client enrollment priority is reserved for San Francisco residents who have low-income and are uninsured. Secondary enrollment is reserved for San Francisco residents who have low-income and are underinsured. Low Income status is defined as 400% of the Federal Poverty Level (FPL) as defined by the US Department of Health and Human Services.

Client HIV diagnosis is confirmed at intake. Client eligibility determination for residency, low-income, and insurance status is confirmed at intake and at 12-month intervals thereafter. Six-month, interim eligibility confirmation may be obtained by client self-attestation, but must be documented in the client file or in ARIES.

**5. Modalities and Interventions**

Maitri provides two types of UOS in this contract to each resident for each day they are admitted at Maitri: a Professional Patient Day and a Paraprofessional Patient Day. These types of UOS recognize the different levels of training for various members of the care team. The UOS are calculated based on available beds multiplied by the anticipated occupancy rate times the days in the contract period. Services included in the patient day rate are nursing, social work, and attendant care.

**Professional Patient Day**

A Professional Day includes intensive case management and evaluation on the part of the RN Case Manager and the Social Worker, 24-hour RN On-Call Support and 24 hour LVN care plus the supervision and support staff to effectively manage these services. Referrals for evaluation of cognitive impairment will be made to Alliance Health Project (AHP) if deemed appropriate by the clinical team. AHP will assist in patient assessment and with a plan of care specific to those with dementia or dementia like symptoms.

**Paraprofessional Patient Day**

A Paraprofessional day includes 24-hour attendant care and if deemed necessary a 1:1 ratio for patients with dementia or dementia like symptoms. It also includes the supervision and support staff to effectively manage these services with 24-hour On Call RN support.

<b>Appendix / Period / Funds</b>	<b>Unit of Service Description</b>	<b>UOS</b>	<b>UDC</b>
B-1 / 07/01/17 – 02/28/18 / RWPA	<b>Professional Patient Days</b> (RN, SW, LVN Care) 12 Beds x 243 days (8 mos.) x 80% Average Occupancy	2,333	22
B-1 / 07/01/17 – 02/28/18 / RWPA	<b>Paraprofessional Patient Days</b> (Attendant Care) 12 Beds x 243 days (8 mos.) x 80% Average Occupancy	2,333	22
<b>Total UOS and UDC</b>		<b>4,666</b>	<b>22</b>
<b>Appendix / Period / Funds</b>	<b>Unit of Service Description</b>	<b>UOS</b>	<b>UDC</b>
B-2 / 03/01/18 – 02/28/19 / RWPA	<b>Professional Patient Days</b> (RN, SW, LVN Care) 9 Beds x 365 days x 80% Average Occupancy	2,628	26
B-2 / 03/01/18 – 02/28/19 / RWPA	<b>Paraprofessional Patient Days</b> (Attendant Care) 9 Beds x 365 days x 80% Average Occupancy	2,628	26
<b>Total UOS and UDC</b>		<b>5,256</b>	<b>26</b>
<b>Appendix / Period / Funds</b>	<b>Unit of Service Description</b>	<b>UOS</b>	<b>UDC</b>
B-3 / 03/01/19 – 02/29/20 / RWPA	<b>Professional Patient Days</b> (RN, SW, LVN Care) 9 Beds x 365 days x 80% Average Occupancy	2,628	26
B-3 / 03/01/19 – 02/29/20 / RWPA	<b>Paraprofessional Patient Days</b> (Attendant Care) 9 Beds x 365 days x 80% Average Occupancy	2,628	26
<b>Total UOS and UDC</b>		<b>5,256</b>	<b>26</b>
<b>Appendix / Period / Funds</b>	<b>Unit of Service Description</b>	<b>UOS</b>	<b>UDC</b>
B-4 / 03/01/20 – 02/28/21 / RWPA	<b>Professional Patient Days</b> (RN, SW, LVN Care) 9 Beds x 365 days x 80% Average Occupancy	2,628	26
B-4 / 03/01/20 – 02/28/21 / RWPA	<b>Paraprofessional Patient Days</b> (Attendant Care) 9 Beds x 365 days x 80% Average Occupancy	2,628	26
<b>Total UOS and UDC</b>		<b>5,256</b>	<b>26</b>
<b>Appendix / Period / Funds</b>	<b>Unit of Service Description</b>	<b>UOS</b>	<b>UDC</b>
B-1a / 07/01/17 – 03/31/18 / RWPB	<b>Professional Patient Days</b> (RN, SW, LVN Care) 4 Bed x 243 days (8 mos.) x 80% Average Occupancy	778	2
B-1a / 07/01/17 – 03/31/18 / RWPB	<b>Paraprofessional Patient Days</b> (Attendant Care) 4 Bed x 243 days (8mos) x 80% Average Occupancy	778	2
<b>Total UOS and UDC</b>		<b>1,556</b>	<b>2</b>
<b>Appendix / Period / Funds</b>	<b>Unit of Service Description</b>	<b>UOS</b>	<b>UDC</b>
B-1a.1 / 09/30/17 – 09/29/18 / RWPB – X08	<b>Facility Expense Months</b> 1 UOS per month x 12	12	N/A
<b>Appendix / Period / Funds</b>	<b>Unit of Service Description</b>	<b>UOS</b>	<b>UDC</b>
B-2a / 04/01/18 – 03/31/19 / RWPB	<b>Professional Patient Days</b> (RN, SW, LVN Care) 4 Bed x 365 days x 80% Average Occupancy	1,168	14
B-2a / 04/01/18 – 03/31/19 / RWPB	<b>Paraprofessional Patient Days</b> (Attendant Care) 4 Bed x 365 days x 80% Average Occupancy	1,168	14
<b>Total UOS and UDC</b>		<b>2,336</b>	<b>14</b>
<b>Appendix / Period / Funds</b>	<b>Unit of Service Description</b>	<b>UOS</b>	<b>UDC</b>
B-2a.1 / 04/30/18 – 03/31/19 / RWPB – X07	<b>Facility Expense Months</b> 1 UOS per month x 12	12	N/A

<b>Appendix / Period / Funds</b>	<b>Unit of Service Description</b>	<b>UOS</b>	<b>UDC</b>
B-3a / 04/01/19 – 03/31/20 / RWPB	<b>Professional Patient Days (RN, SW, LVN Care)</b> 4 Bed x 365 days x 80% Average Occupancy	1,168	14
B-3a / 04/01/19 – 03/31/20 / RWPB	<b>Paraprofessional Patient Days (Attendant Care)</b> 4 Bed x 365 days x 80% Average Occupancy	1,168	14
<b>Total UOS and UDC</b>		<b>2,336</b>	<b>14</b>
<b>Appendix / Period / Funds</b>	<b>Unit of Service Description</b>	<b>UOS</b>	<b>UDC</b>
B-4a / 04/01/20 – 03/31/21 / RWPB	<b>Professional Patient Days (RN, SW, LVN Care)</b> 4 Bed x 365 days x 80% Average Occupancy	1,168	14
B-4a / 04/01/20 – 03/31/21 / RWPB	<b>Paraprofessional Patient Days (Attendant Care)</b> 4 Bed x 365 days x 80% Average Occupancy	1,168	14
<b>Total UOS and UDC</b>		<b>2,336</b>	<b>14</b>

## 6. Methodology

Maitri routinely maintains a short wait list of approximately ten people and therefore requires little in the way of advertising or recruiting for new clients. The Maitri Program Director and other program staff meet and/or network via telephone with myriad contacts across the City to inform them of the availability of Maitri services. The program's primary source of recruitment derives from referrals that originate in acute care settings and AIDS service organizations. Regular contacts include discharge planners at all city hospitals (especially San Francisco General, California Pacific Medical Center and Laguna Honda), the Alliance Health, Project, Westside Community Services, other Residential Care Facility for the Chronically Ill (RCFCI), and community home health and hospice agencies. Referral relationships have been established with other AIDS Services Providers to provide comprehensive services for residents of Maitri. These linkages may include adult day social services, complementary therapies, services for the visually impaired, benefits counseling, and/or legal services.

Intake screening to determine resident eligibility includes collection of identifying demographic information, verification of HIV status, disease stage and prognosis, and TB clearance. Intake Screening may include a site visit or evaluation of the patient in their current living situation to confirm that they meet eligibility criteria. The intake procedures also include obtaining or verifying residency in San Francisco, and client income. At the time of admission, the Program Director reviews Maitri services, client rights and responsibilities, and the facility grievance procedure with the patient/family. The patient consents for treatment and signs a release for sharing information with other providers to ensure coordination of services are obtained. Copies of resident rights and all signed releases are provided to the patient as necessary.

The goal is to provide core nursing and attendant care staffing to effectively meet the needs of residents who have a need for hospice and/or 24-hour care. This includes care for residents with HIV cognitive impairment/mild to moderate dementia. Each admitted resident is assigned to a nurse and a social work case manager who are responsible for assessment and development of a service plan to address the social, emotional, mental, physical health, and functional needs of the patient. The service plan is developed within seven days of admission to the facility and updated at least every three months. Clients in need of home health or hospice services as defined by Medicare, Medi-Cal, or other third party payers are referred to the appropriate licensed home health or hospice agency for additional services.

All medical care and medications are provided under orders from the resident's physician. All such orders are maintained in the resident's file. Medication administration is carried out according to RCF-CI regulations and documented in the clinical record. The resident's physician is notified if any resident refuses to comply with prescribed medication regimens.

Some Maitri residents receive medical services from visiting agencies under an intermittent or hospice plan of care. All care is provided under the supervision of the residents' primary physician and is coordinated with the Maitri RN Case Manager. Maitri Medical Director(s) serve as part of the interdisciplinary case conference team, are available for questions from the program staff, and intercede with residents' physicians as requested.



Maitri attendants and volunteers provide a high level of practical support for residents. As most residents are not able to leave the building without a taxing effort, residents may be assisted with practically every aspect of daily living up to and including: laundry, eating, personal care, ambulating, errands, physician/clinic visits, and toileting.

Maitri supports residents' choices regarding short absences from Maitri for hospitalization (planned or emergency) or family visits. Maitri will hold a room for an admitted resident for up to 14 days per episode. Residents departing from Maitri for a longer period of time are discharged and considered for readmission if they wish to return. Exceptions on occasion are made for those needing further hospitalizations for serious medical conditions.

Individual client records contains demographic information about the patient, medical and psychosocial information regarding the patient prior to entrance into the facility, copies of all signed consents, the service plan, documentation of individual services provided, case conferences notes, and interactions with other providers. Client records are stored on site at Maitri in a cabinet that is locked to maintain confidentiality.

Related program activities such as quality improvement, outreach, and staff education are tracked and documented by the staff responsible for the activity using forms or logs appropriate to that activity. Resident demographics and units of service are maintained by the Maitri Program Director with the assistance of the Office Manager.

### ***End of Life Planning/Discharge Planning***

The Maitri Social Worker assists the residents with either End of Life Planning or discharge planning. End of Life Planning includes material, mortuary, memorial, and spiritual components. The Social Worker supports the resident while he/she chooses his/her last wishes.

A discharge plan is developed when the resident meets one or more of the following criteria:

- no longer needs the level of care provided at Maitri
- is non-compliant with facility policies
- is a risk to him/herself or others
- wishes to leave (with or against medical advice)
- for any other reason, no longer falls within RCF-CI licensing requirements, i.e., ventilator care, communicable disease which jeopardizes health of others (excluding HIV), etc.

In each case the Social Worker works with clients being considered for discharge to ensure as smooth a transition as possible into the community.

### ***HIV Cognitive Impairment/Dementia Care***

Clients with HIV cognitive impairment/dementia diagnosis are carefully screened to ensure that Maitri can adequately care for them. Generally Maitri accepts clients with mild to moderate dementia. Those with severe dementia are only considered if they are non-ambulatory. Maitri rarely admits clients who are in need of one-to-one attention at the time of referral although this need is accommodated for a period of time if it emerges once someone is admitted to Maitri.

Those clients in need of one-to-one attention may be required to use a wander guard bracelet as deemed necessary by the care team. Clients with mild to moderate dementia will receive increased nursing attendant care. The increased attendant care is labor intensive and is reflected in frequent safety monitoring checks; the monitoring checks are at least hourly and most often every fifteen minutes. The nursing attendants are assigned by the Team Leader, LVN to residents with dementia who need extra safety monitoring at the beginning of each shift.

Clients in need of a dementia evaluation are referred to the Alliance Health Project (AHP) dementia team by the Maitri Social Worker or RN Case Manager. Recommendations by the dementia team are coordinated and implemented in collaboration with the client's primary care physician. The client's records contain documentation of the referral on the proper form.

### ***Harm Reduction***

Although Maitri does not require sobriety as admissions criteria, it does maintain a policy of no use of non-prescribed illegal drugs on site. This is designed to support the congregate milieu and to be able to accurately assess the medical status of its residents. Potential residents are asked to sign an acknowledgment of this fact during the pre-admission process. Program staff addresses any non-compliance with this policy on a situational basis, with the guiding criteria being degree of behavioral impact on others.

### **Staffing**

The Program Director screens each client to ensure that admission criteria are met and that the facility can provide the needed care and services. The RN Case Manager also assesses the appropriateness of an applicant for the Maitri level of care and congregate living environment. The Program Director and Director of Nursing Services supervises, trains, schedules, evaluates, and oversees the RN, LVN, and attendant services provided at Maitri.

The Program Director is responsible for program staff, Social Work Case Management, the overall management of milieu, and maintenance of the facility's RCF-CI licensure. The Maitri Program Director works closely with the Nursing Supervisor to assure high quality care for residents.

The RN Case Manager and Social Work Case Manager are responsible for the development, implementation, and oversight of the service plan of each client. The RN Case Manager and the Maitri Social Work Case Manager are responsible for the coordination of all care in the facility, including coordination with outside agencies.

LVN serve as team leaders and provide nursing interventions under the guidance of the RN Case Manager. Certified Nursing Aides at Maitri carry out duties which may include, but are not limited to, personal care, reminders to take medication, feeding, cleaning, assistance with ambulation/movement and/or recommended physical therapy, and supervision of the resident to ensure safety.

The Social Work Case Manager provides interventions related to the management of patients in the facility, including counseling, assistance to access and retain benefits and entitlements, arrangements for transportation to medical appointments, and obtaining Durable Power of Attorney for health care and finance, and discharge planning as needed.

### **Cultural Competency**

Maitri submits a Cultural Competency Plan annually to the SF Department of Public Health. Maitri conducts outreach to various AIDS services organizations to ensure that diverse populations in the community are aware of our organization and its services. Maitri provides services to residents twenty-four hours per day seven days per week and is located at 401 Duboce (at Church). The building is compliant with all ADA regulations, and is easily accessible for residents and their visitors by the following MUNI transportation lines: F, J, K, L, M, N, 22.

### **ARIES Database**

Maitri collects and submits all required data through the AIDS Regional Information & Evaluation System (ARIES). ARIES is a client management system designed for Ryan White CARE Act providers. ARIES enhances care provided to clients with HIV by helping agencies automate, plan, manage, and report on client data and services. ARIES is applicable for all Ryan White-eligible clients receiving services paid by any HHS source of funding. ARIES protects client records by ensuring only authorized agencies have access. ARIES data are safely encrypted and are kept confidential.

Client information relating to mental health, substance abuse, and legal issues are only available to a limited group of an agency's personnel. Authorized, ARIES-trained personnel are given certificate-dependent and password-protected access to only the information for which that person's level of permission allows. Each HHS-funded agency participates in the planning and implementation of their respective agency into ARIES.

Maitri complies with HHS policies and procedures for collecting and maintaining timely, complete, and accurate unduplicated client and service information in ARIES. Registration data is entered into ARIES within 48 hours or two working days after the data are collected. Service data, including units of service, for the preceding month is entered by the 15th working day of each month. Service data deliverables must match the information submitted on the "Monthly Statements of Deliverables and Invoice" form. Failure to adhere to HHS standards for quality and timeliness of data entry will risk delay of payment until all data is entered and up to date.

## **7. Objectives and Measurements:**

All objectives and descriptions of how objectives will be measured are contained in the SFDPH document entitled *HIV Health Services Performance Objectives FY 2018-19*. Maitri agrees to make its best efforts to achieve these objectives within the agreed upon timeframe.



## 8. Continuous Quality Improvement

Maitri systematically reviews and evaluates the care and services provided to the target population via on-going and ad hoc reviews to assure that all services are provided in the manner intended, according to the standards of Maitri. Maitri agrees to abide by the standards of care for the services specified in this Appendix as described in *Making the Connection: Standards of Care for Client-Centered Services*. The Program Director conducts quarterly chart reviews to identify gaps in services, completion and legibility of progress notes, and adherence to the client service plans identified. The Program Director also holds monthly resident meetings to discuss issues of importance to residents and to receive feedback about service provision.

In addition to the Maitri internal evaluations and that performed by the SFDPH as part of the annual monitoring process, the organization is subject to review by the California State Department of Social Services Community Care Licensing on an annual basis. This evaluation analyzes the physical plant, personnel records, and client records to determine if they meet requirements for an RCFCL. Resident records are regularly reviewed for compliance with the program objectives and with the RCFCL regulations.

Maitri is also reviewed annually by the SF Mayor's Office of Housing for those elements of its program that are funded by the HOPWA program. Maitri maintains personnel records of all nursing and attendant care staff that includes verification of compliance with continuing education requirements to maintain licensure and/or certification. Maitri provides individual supervisory meetings at least monthly with respective staff members. Maitri program policies are reviewed on an annual basis. Changes to program policies are presented to the Program Committee of the Board, and subsequently to the full Board of Directors for approval. Interdisciplinary weekly case conferences are also a forum to review relevant policies and procedures.

Program staff administers resident client satisfaction surveys at one month following admission, and every four months for continuing residents. Program staff also distributes surveys to residents' friends and families after discharge or death. All surveys are reviewed initially for any immediate intervention, tabulated, then reviewed triennially with the Board Program Committee, and annually with the Board of Directors.

The Program Director facilitates a resident meeting monthly to provide a structured forum for resident input into program design and resident concerns over issues related to medical care, staffing, enrichment activities, food, and facility issues. The Program Director keeps records of resident meetings.

### **Staff Training**

All direct care staff regularly assigned to provide RN, LVN, or attendant care at Maitri are required to meet RCF-CI level of care. On-going training is coordinated by the RN manager. Trainings occur on site at least once per month and CEUs are given to staff maintaining their licensure as a requirement of employment (SW, LVN, RN, CNA, etc). Paid education leave is provided to staff for attendance at relevant training seminars and workshops approved by management.

### **Case Conferences**

Case conferences are held weekly with each resident regularly scheduled for review at least every two weeks. These conferences include members of the facility care team (Maitri Social Worker, Program Director, Volunteer/Activities Coordinator, RN Nursing Supervisor, LVN, CNA and Medical Director). A psychiatrist from the Alliance Health Project, home health or hospice staff and other providers from the community are included on the team as appropriate to ensure implementation of the service plan.

Concerns regarding the care of individual residents or program policies and procedures may also arise independent of the mechanisms noted above. Other potential sources include, but are not limited to, incident reports, resident meetings, and client complaints or grievances. The Maitri Program Director seeks clarification from and provides feedback to any person raising a concern in all cases except those submitted anonymously. Typically, these issues are brought to the attention of the Maitri Program Director and are addressed on a case-by-case basis within one of the following contexts:

- Interdisciplinary Team Case Conference
- Maitri Staff Meeting
- Individual Staff Counseling
- Maitri Board Program Committee

### **Privacy Policies**

- a. The SFDPH Privacy Policy is integrated in the program's governing policies and procedures regarding patient privacy and confidentiality. Evidence that the policy and procedures that abides by the rules outlined in the DPH Privacy Policy have been adopted, approved and implemented.
- b. All staff that handles patient health information is trained (including new hires) and annually updated in the program's privacy/confidentiality policies and procedures. Documentation exists showing individuals were trained.
- c. A Privacy Notice that meets the requirements of the Federal Privacy Rule (HIPAA) is provided to all patients/clients served in their threshold and other languages. If document is not available in the patient's/client's relevant language, a verbal translation is provided. Evidence exists in the patient's/client's chart or electronic file that patient was "noticed." (Examples available in English, Cantonese, Vietnamese, Tagalog, Spanish, and Russian as needed.)
- d. A Summary of the above Privacy Notice is posted and visible in registration and common areas of treatment facility. Presence and visibility of posting in said areas. (Examples in English, Cantonese, Vietnamese, Tagalog, Spanish, and Russian will be provided.)
- e. Each disclosure of a patient's/client's health information for purposes other than treatment, payment, or operations is documented. Documentation exists.
- f. Authorization for disclosure of a patient's/client's health information is obtained prior to release (1) to providers outside the DPH Safety Net or (2) from a substance abuse program. An authorization form that meets the requirements of the Federal Privacy Rule (HIPAA) is signed and in patient's/client's chart/file.

### **9. Required Language:**

- |                           |                               |
|---------------------------|-------------------------------|
| A. Unreimbursed Services: | See Target Population, Page 1 |
| B. Enrollment Priority:   | See Target Population, Page 1 |
| C. HIV Diagnosis:         | See Target Population, Page 1 |
| D. HHS Standards of Care: | See CQI Section, Page 6       |
| E. ARIES:                 | See ARIES Database, Page 5    |
| F. Vouchers:              | N/A                           |
| G. Client Retention:      | N/A                           |

#### **H. Termination of Services**

In the event that Maitri decides that it can no longer provide the services for which it has contracted under this agreement Maitri will send a written notice to HIV Health Services no less than 90 days prior to the date it wishes to terminate the services. In addition, Maitri will prepare a written plan for the transition of all clients receiving services to another provider of services. This plan must be approved by HHS and should demonstrate a good faith effort to contact and locate all clients both active and inactive before the termination date.

1. PROGRAM NAME / ADDRESS Maitri Compassionate Care HIV/AIDS Hospice Services – Mental Health Services Program  
401 Duboce Avenue, San Francisco, CA 94117  
Tel: 415- 558-3000 / Fax: 415-558-3010

Contact Crystal Russell, LCSW, MSPH, Program Director  
415-558-3006, crussell@maitrisf.org

2. NATURE OF DOCUMENT Modification

### 3. GOAL STATEMENT

Maitri Compassionate Care (Maitri) is a 15-bed residence licensed by the California State Department of Social Services Community Care Licensing housing persons with HIV/AIDS and in need of hospice or 24-hour skilled nursing care. The goal of this contract is to provide intensive harm reduction support and mental health services for dual and triply diagnosed residents. A result of this treatment will be an increase in the quality of life and attainment of care goals. For these residents the ability to achieve respite goals is often thwarted or disrupted by harms related to chaotic drug use and severe mental health problems (commonly including trauma, psychotic disorders, personality disorders, and depression), and complicated by social stigma, marginalization, and poverty.

### 4. TARGET POPULATION:

Maitri serves San Francisco residents eighteen years of age and older, from a wide variety of cultural and demographic groups, including transgender and cisgender people, and all ethnicities and sexual orientations. The Mental Health Services Program will target residents who are triple-diagnosed with advanced AIDS, mental health and substance use challenges.

The program assures that HHS funds are only used to pay for services that are not reimbursed by any other funding source. Client enrollment priority is reserved for San Francisco residents who have low-income and are uninsured. Secondary enrollment is reserved for San Francisco residents who have low-income and are underinsured. Low Income status is defined as 400% of the Federal Poverty Level (FPL) as defined by the US Department of Health and Human Services.

Client HIV diagnosis is confirmed at intake. Client eligibility determination for residency, low-income, and insurance status is confirmed at intake and at 12-month intervals thereafter. Six-month, interim eligibility confirmation may be obtained by client self-attestation, but must be documented in the client file or in ARIES.

### 5. MODALITIES and INTERVENTIONS Units of Service (UOS) and Unduplicated Clients (UDC)

<i>Fund/Term/Appendix</i>	<i>UOS Description</i>	<i>UOS</i>	<i>UDC</i>
<i>RWPB X08</i> <i>09/30/17 - 09/29/18</i> <i>Appendix B-1b</i>	<b><u>Mental Health Service Hours:</u></b>		
	<b><i>Mental Health Individual Hours</i></b> 2 interns x 6 hrs. x 32 wks. = 384 2 interns x 6 hrs. x 12 wks. = 144	528	10
	<b><i>Mental Health Group Hours</i></b> 1 hr. mental health group x 52 wks. = 52 1 hr. socialization group x 30 wks. = 30	82	10
	<b>Total UOS Provided and UDC Served</b>	<b>610</b>	<b>10</b>

<i>Fund/Term/Appendix</i>	<i>UOS Description</i>	<i>UOS</i>	<i>UDC</i>
<b>RWPB X07</b> <b>04/01/18 – 03/31/19</b> <b>Appendix B-2b</b>	<b>Interns Mental Health Individual Hours</b> 2 interns x 9 hrs. x 40 wks. = 720 2 interns x 9 hrs. x 12 wks. = 216	936	10
	<b>Interns Mental Health Group Hours</b> 2 groups / wk @ 1 hr. each. x 52 wks.	104	10
	<b>LCSW Mental Health / Case Mngt Individual Hours</b> .25 FTE X 40 hrs. / wk. x 24 wks. x 65% effort	156	10
	<b>LCSW Mental Health Group Hours</b> One 1 - hour grp biweekly x 13 wks. + 4 hrs. preparation	17	10
	<b>RN Psycho-Education Group Hours</b> One 1 - hour grp biweekly x 13 wks. + 7 hrs. preparation	20	10
	<b>Start Up Months</b> 1 x 5 months for 3 new LCSW and RN Modes of Service	5	N/A
<b>Total UOS Provided and UDC Served</b>		<b>1,238</b>	<b>10</b>

**Description of Mental Health Service by Provider Type**

***Intern - Individual Services:***

Supportive counseling focusing on stress management and encouraging self-care techniques.

***LCSW Program Director - Individual Services:***

- provides crisis, short-term and ongoing therapeutic interventions utilizing and presenting skills from the Cognitive Behavioral Therapy model (including some techniques of Dialectical Behavioral Therapy such as mindfulness, with appropriate residents);
- encouraging harm reduction when substance use is a concern for a resident and utilizing motivational interviewing techniques when a resident chooses to discuss interest in change or further specific outpatient treatment.
- comprehensive evaluations to identify features of mental health disorders and determine whether further psychiatric intervention is necessary; suicidal and homicidal ideation regularly assessed.
- works with residents to complete (and update quarterly, and as necessary) treatment plans
- assists residents with developing safe, appropriate discharge plans (when resident is at Maitri for respite care).
- provides supportive counseling to family, friends and resident's support network.

***LCSW Program Director – Group Services:***

- presents therapeutic concepts to the group such as self-care, trauma and grief, guilt and shame, and the importance of support networks.
- utilizes techniques for Cognitive Behavioral Therapy, Dialectical Behavioral Therapy, stages of change models, motivational interviewing, group psychotherapy and mutual self-help in order to encourage development of coping skills in order to address the challenges of living with illness, both medical/physical illness and mental illness (and the interplay between both).

***RN Psychoeducation Group:***

- presents concepts of self-care in the context of medication adherence and medical follow-up.
- facilitates discussion surrounding psychotropic medications and their importance for mood stabilization and overall care for mental and physical health.
- presents topics and fosters discussion related to harm-reduction focused on various forms of addiction, not solely substance abuse.

## 6. METHODOLOGY

### ***Outreach and Promotion***

Enrollment in the Mental Health Program is restricted to clients that are already residents of the facility; therefore, no additional outreach and promotion is necessary.

### ***Mental Health Services***

Mental health services include assessments, development of individual care plans in partnership with the program participants, and client-tailored interventions including counseling. Services are flexibly arranged, including scheduled and unscheduled availability for individual and group mental health services. Group services are provided to program participants to support their pursuit of care plan goals while creating connection and opportunities for supportive relationships within the residential community.

### ***Individual Counseling and Therapy***

#### Intern Facilitation

Interns are drawn from different training programs, with the minimum level of training being current enrollment in or completion of a community health-oriented certificate program (i.e. the Community Health Worker Certificate Program at City College of San Francisco) that includes training in client-centered counseling. Interns with higher levels of training, such as graduate level interns in LMFT or LCSW programs that include training in community mental health, are also eligible to participate.

Interns will provide two shifts per week of direct service time with residents. This time can be structured (scheduled individual interaction or group) and/or unstructured ("drop-in" or spontaneous meetings). Interns provide 5-8 hours per week of direct service (including documenting client contact, but not including their supervision and training time). The LMFT Consultant (Lead Therapist) supervises the Interns with supplemental supervision and clinical consultation provided by the LCSW Program Director when necessary.

#### Program Director

Screens each client to ensure that they meet admission criteria and that the facility can provide the needed care and services. Responsible for program staff, the overall management of the milieu, and maintenance of the facility's RCF-CI licensure. Informs potential residents with serious drug use about harm reduction practices; meets with residents if behavior influences treatment goals or community stability.

The Program Director performs the following duties:

- Completes intake and monthly individual assessments of all residents
- Develops individual care plans with the Nurse Manager
- Develops and facilitates appropriate therapeutic interventions with the interns based on resident needs (individual intervention) and the needs of the milieu (group intervention).

The Program Director also conducts bimonthly "House Meetings", presenting topics related to harm-reduction in the context of current substance/alcohol use and psychosocial concerns and needs. The Program Director provides direct individual interactions with several residents each week, prioritizing those in need of crisis stabilization and support, utilizing dialectical behavioral treatment models to assist with development of coping skills and managing anxiety and depressive symptoms. The Program Director assists residents with mental health stabilization by incorporating mindfulness, distress tolerance, and emotion regulation into individual and group interactions. The Program Director provides clinical consultation to the interns of the Therapeutic Interactions Program (Mental health services program with services provided by the interns and volunteers specifically).

#### RN Nurse Manager

Works with Maitri Program Director to assess the appropriateness of an applicant for the Maitri level of care and congregate living environment. Collaborates with care team daily providing harm-reduction based care, meeting one to one with residents struggling with drug problems. The Nurse Manager will lead bimonthly meetings with the Maitri residents, focusing on management of mental health symptoms as well as discussion of medication management, facilitating and encouraging



discussion of the use of various psychotropic medications. The Nurse Manager will motivate residents towards achieving respite goals through support, encourage and utilization of harm-reduction methodology. The Nurse Manager in collaboration with the Lead Therapist and Program Director provides quarterly training on Trauma Informed Care and Harm reduction to the staff of the Care Team.

#### Volunteers

Maitri has a large and active pool of volunteers who provide a range of services to residents. The Volunteer Program Coordinator links volunteers with residents to provide assistance navigating external activities, to offer much needed support for medical care and appointment adherence. Volunteers will also support clients in the social and emotional aspects of day-to-day living, such as accompaniment services to essential appointments and errands. Volunteers are supervised by the Volunteer Coordinator (day-to-day) and LMFT Consultant in collaboration with Volunteer Program Coordinator (quarterly groups), and LCSW Program Director when needed.

#### ***Training and Supervision***

All interns will receive ongoing training and supervision as part of their work at Maitri. Training includes didactic presentations on specific topics oriented toward aspects of resident mental health care, including dual diagnosis treatment, client-centered counseling skills, working with particular mental health conditions (psychosis, personality disorders, depression, anxiety, etc.), addressing the harms of drug use and co-creating possibilities for change, options for adjunct drug and mental health treatment and referrals. Supervision includes clinical case consultation regarding specific client needs and experiences, logistical and emotional support of interns, monitoring of client welfare and intern relations with agency staff, provision of direction, guidance, feedback, and assessment of intern as well as program performance. The Lead Therapist provides training and supervision on a weekly basis, in individual and/or group formats, with supplemental supervision provided by the LCSW Program Director.

The staff responsible for activities such as quality improvement, outreach, and staff education track and document them using forms or logs appropriate to the activity. The Program Director maintains resident demographics and UOS with the assistance of staff.

#### ***Harm Reduction***

Although Maitri does not require sobriety as an admission criteria, it does maintain a policy of no use of non-prescribed or illegal drugs on site. This policy supports the congregate milieu and to accurately assess the medical status of residents. Potential residents are asked to sign an acknowledgment of this fact during the pre-admission process. Program staff addresses any non-compliance with this policy on a situational basis, with the guiding criteria being degree of behavioral impact on others.

#### ***Vouchers***

Residents participating in the Mental Health Services Program (MHSP) are eligible to receive gift cards for participation in groups and at specific intervals for commitment to a group, i.e. facilitating a group. Gift cards are available from the stores preferred by residents, i.e., Safeway, Walgreens and Target. The Volunteer Coordinator and/or Program Director purchase gift cards and store them in a safe in the Program Director's office. When a program participant is eligible for a gift card the intern staff informs the Program Director and a written record is on file for all transactions.

Vouchers are secured in a locked file cabinet and specific individuals are responsible for voucher access, distribution, and reconciliation responsibilities. Interns will distribute gift cards to program participants. A log is maintained that includes the name of the client, date the voucher is received, and the name of the staff person who distributed the voucher. Voucher records are inventoried every three months. A written protocol that describes how vouchers are secured, distributed, tracked, and managed has been developed and shared with all applicable staff.

#### ***ARIES Database***

Maitri collects and submits all required data through the AIDS Regional Information & Evaluation System (ARIES). ARIES is a client management system designed for Ryan White CARE Act providers. ARIES enhances care provided to clients with HIV by helping agencies automate, plan, manage, and report on client data and services. ARIES is applicable for all Ryan White-eligible clients receiving services paid by any HHS source of funding. ARIES protects client records by ensuring only authorized agencies have access. ARIES data are safely encrypted and are kept confidential.

Client information relating to mental health, substance abuse, and legal issues are only available to a limited group of an agency's personnel. Authorized, ARIES-trained personnel are given certificate-dependent and password-protected access to only the information for which that person's level of permission allows. Each HHS-funded agency participates in the planning and implementation of their respective agency into ARIES.

Maitri complies with HHS policies and procedures for collecting and maintaining timely, complete, and accurate unduplicated client and service information in ARIES. Registration data is entered into ARIES within 48 hours or two working days after the data are collected. Service data, including units of service, for the preceding month is entered by the 15th working day of each month. Service data deliverables must match the information submitted on the "Monthly Statements of Deliverables and Invoice" form. Failure to adhere to HHS standards for quality and timeliness of data entry will risk delay of payment until all data is entered and up to date.

## 7. OBJECTIVES AND MEASUREMENTS

- I. At least 90% of residents identified as having severe impairment related to substance use and/or mental health history (approx. 8 - 10) will be assessed for mental health and substance use needs and referral to the Mental Health Services Program within 15 days of program admission.
- II. For residents who utilize the Mental Health Services Program, individualized service plans will be developed within the first two weeks of admission and will be evaluated on a weekly basis.
- III. For residents utilizing the Mental Health Services Program, symptoms of mental disorder and instability will be minimized through regular therapeutic support, and crisis management and stabilization as necessary.
- IV. 100% of residents continuing to exhibit signs and symptoms of mental illness, or requesting treatment or therapeutic resources for substance use, will be linked with a community provider best suited to address their needs. The outcome of outpatient psychiatric intervention is 100% medication adherence if prescribed psychotropic medications.

Maitri agrees to make its best efforts to achieve these objectives within the agreed upon timeframe. The Maitri LCSW Program Director prepares a written report of progress toward the achievement of each objective, and results of all evaluation measures for submission semi-annually to the Executive Director and annually to the Business Office Contract Compliance (BOCC) Program Manager as part of the SFDPH annual monitoring process.

## 8. CONTINUOUS QUALITY IMPROVEMENT

Maitri systematically reviews and evaluates the care and services provided to the target population via ongoing and ad hoc reviews to assure that all services are provided in the manner intended, according to the standards of Maitri. Maitri agrees to abide by the standards of care for the services specified in this Appendix as described in *Making the Connection: Standards of Care for Client-Centered Services*. The Maitri LCSW Program Director conducts quarterly chart reviews to identify gaps in services, completion and legibility of progress notes, and adherence to the client service plans identified. The Maitri LCSW Program Director also holds bimonthly resident meetings to discuss issues of importance to residents and to receive feedback about service provision.

In addition to the Maitri internal evaluations and that performed by the SFDPH as part of the annual monitoring process, the organization is subject to review by the California State Department of Social Services Community Care Licensing on an annual basis. This evaluation analyzes the Maitri physical plant, personnel records, and client records to determine if they meet requirements for an RCFCI. Resident records are regularly reviewed for compliance with the program objectives and with the RCFCI regulations.



The SF Mayor's Office of Housing also reviews Maitri annually for those elements of its program that are funded by the HOPWA program. Maitri maintains personnel records of all nursing and attendant care staff that includes verification of compliance with continuing education requirements to maintain licensure and/or certification. Maitri provides individual supervisory meetings at least monthly with respective staff members. Maitri program policies are reviewed on an annual basis. Changes to Maitri program policies are presented to the Program Committee of the Board, and subsequently to the full Board of Directors for approval. Interdisciplinary weekly case conferences are also a forum to review relevant policies and procedures.

Maitri program staff administers resident client satisfaction surveys quarterly following admission, and every four months for continuing residents. Program staff also distributes surveys to residents' friends and families after discharge or death. All surveys are reviewed initially for any immediate intervention, tabulated, then reviewed triennially with the Maitri Board Program Committee, and annually with the Board of Directors.

### **Staff Training**

All direct care staff regularly assigned to provide RN, LVN, or attendant care at Maitri are required to meet RCF-CI standards for training and education, with a focus on care to those individuals with HIV/AIDS who are appropriate for this level of care. Staff participates in harm reduction training once per month. The Program Director and the Lead Therapist coordinate ongoing training for volunteers and staff. Trainings occur on-site at least once per month and CEU are available to staff maintaining their licensure as a requirement of employment (SW, LVN, RN, CNA, etc.).

### **Case Conferences**

Each resident's case is reviewed every two weeks at the weekly Case Conferences held with relevant staff. These conferences include members of the facility care team (Maitri Social Worker, Program Director, Volunteer/Activities Coordinator, RN Nursing Supervisor, LVN, CNA and Medical Physician Consultant).

Concerns regarding the care of individual residents or program policies and procedures may also arise independent of the mechanisms noted above. Other potential sources include, but are not limited to, incident reports, resident meetings, and resident complaints or grievances. The Maitri LCSW Program Director seeks clarification from and provides feedback to any person raising a concern in all cases except those submitted anonymously. These issues are addressed on a case-by-case basis within one of the following contexts:

- ☐ Interdisciplinary Team Case Conference
- ☐ Maitri Staff Meeting
- ☐ Individual Staff Counseling
- ☐ Maitri Board Program Committee

### **Privacy Policies**

- a. The SFDPH Privacy Policy is integrated in the program's governing policies and procedures regarding patient privacy and confidentiality. Evidence that the policy and procedures abide by the rules outlined in the DPH Privacy Policy have been adopted, approved and implemented.
- b. All staff that handles patient health information is trained (including new hires) and annually updated in the program's privacy/confidentiality policies and procedures. Documentation exists showing individuals were trained.
- c. A Privacy Notice that meets the requirements of the Federal Privacy Rule (HIPAA) is provided to all patients/clients served in their threshold and other languages. If document is not available in the patient/client relevant language, a verbal translation is provided. Evidence exists in the patient's/client's chart or electronic file that patient was "noticed." (Examples available in English, Cantonese, Vietnamese, Tagalog, Spanish, and Russian as needed.)
- d. A Summary of the above Privacy Notice is posted and visible in registration and common areas of treatment facility. Presence and visibility of posting in said areas. (Examples in English, Cantonese, Vietnamese, Tagalog, Spanish, and Russian will be provided.)
- e. Each disclosure of a patient/client's health information for purposes other than treatment, payment, or operations is documented. Documentation exists.
- f. Authorization for disclosure of a patient's/client's health information is obtained prior to release (1) to providers outside the DPH Safety Net or (2) from a substance abuse program. An authorization form that meets the requirements of the Federal Privacy Rule (HIPAA) is signed and in patient's/client's chart/file.

## 9. REQUIRED LANGUAGE

- |    |                                      |                               |
|----|--------------------------------------|-------------------------------|
| A. | HHS Funds for Unreimbursed Services: | See Target Population, Page 1 |
| B. | Enrollment Priority:                 | See Target Population, Page 1 |
| C. | HIV Diagnosis:                       | See Target Population, Page 1 |
| D. | HHS Standards of Care:               | See CQI Section, Page 5       |
| E. | ARIES:                               | See ARIES Database, Pages 4-5 |
| F. | Vouchers:                            | See Page 4                    |
| G. | Client Retention:                    | N/A                           |

H. Termination of Services

In the event that Maitri decides that it can no longer provide the services for which it has contracted under this agreement Maitri will send a written notice to HIV Health Services no less than 90 days prior to the date it wishes to terminate the services. In addition, Maitri will prepare a written plan for the transition of all clients receiving services to another provider of services. This plan must be approved by HHS and should demonstrate a good faith effort to contact and locate all clients both active and inactive before the termination date.

## Appendix B Calculation of Charges

### 1. Method of Payment

A. Contractor shall submit monthly invoices in the format attached in Appendix F, by the fifteenth (15th) working day of each month for reimbursement of the actual costs for Services of the immediately preceding month. All costs associated with the Services shall be reported on the invoice each month. All costs incurred under this Agreement shall be due and payable only after Services have been rendered and in no case in advance of such Services.

### 2. Program Budgets and Final Invoice

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

#### Appendix B

Appendix B-1, B-1a, B-1a.1, B-2, B-2a,  
B-2a.1, B-3, B-3a, B-4, B-4a

Appendix B-1b, B-2b

#### Budget Summary

**Maitri Compassionate Care (HIV/AIDS  
Hospice Services)**

**Maitri Compassionate Care (HIV/AIDS  
Hospice Services) – Mental Health Services  
Program**

B. Contractor understands that, of the maximum dollar obligation listed in section 3.3.1 of this Agreement, **\$588,835** is included as a contingency amount and is neither to be used in Program Budgets attached to this Appendix, or available to Contractor without a modification to this Agreement executed in the same manner as this Agreement or a revision to the Program Budgets of Appendix B, which has been approved by Contract Administrator. Contractor further understands that no payment of any portion of this contingency amount will be made unless and until such modification or budget revision has been fully approved and executed in accordance with applicable City and Department of Public Health laws, regulations and policies/procedures and certification as to the availability of funds by Controller. Contractor agrees to fully comply with these laws, regulations, and policies/procedures.

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

	<u>Term</u>	<u>Funding Source</u>	<u>Amount</u>
Original Agreement	07/01/17 – 02/28/18	RWPA	\$523,125
Original Agreement	07/01/17 – 03/31/18	State – SAM	\$294,124
Original Agreement	03/01/18 – 02/28/19	RWPA	\$784,687
Original Agreement	04/01/18 – 03/31/19	State – SAM	\$392,166
Original Agreement	03/01/19 – 02/29/20	RWPA	\$784,687
Original Agreement	04/01/19 – 03/31/20	State – SAM	\$392,166

Original Agreement	03/01/20 – 02/28/21	RWPA	\$784,687
Original Agreement	04/01/20 – 03/31/21	State – SAM	\$392,166
Internal Contract Revision #1	09/30/17 – 09/29/18	State – SAM	\$95,000
Internal Contract Revision #1	09/30/17 – 09/29/18	State – SAM	\$157,825
<b>Amendment #1</b>	<b>04/01/18 – 03/31/19</b>	<b>State – SAM</b>	<b>\$133,803</b>
<b>Amendment #1</b>	<b>04/01/18 – 03/31/19</b>	<b>State – SAM</b>	<b>\$172,520</b>
			Total Award \$4,906,956
			Contingency <u>\$588,835</u>
(This equals the total NTE)Total			\$5,495,791

C. Contractor agrees to comply with its Program Budgets of Appendix B in the provision of Services. Changes to the budget that do not increase or reduce the maximum dollar obligation of the City are subject to the provisions of the Department of Public Health Policy/Procedure Regarding Contract Budget Changes. Contractor agrees to comply fully with that policy/procedure.

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

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.

**DPH 1: Department of Public Health Contract Budget Summary by Program**

Contract ID# / CMS # 1000006124 / 7895													Appendix B, Page 3
DPH Section HIV Health Services													Term 07/01/17 - 03/31/21
Check one: <input type="checkbox"/> New <input type="checkbox"/> Renewal <input checked="" type="checkbox"/> Modification													FY 17-21
Agency/Organization Name Maitri AIDS Hospice													Fund Notice: August 10th, 2018
Contractor Name Maitri AIDS Hospice													
Program/Provider Name	Maitri Compassionate Care												
Appendix Number	A-1/B-1	A-1/B-1a	A-1/B-1a.1	A-2/B-1b	A-1/B-2	A-1/B-2a	A-1/B-2a.1	A-2/B-2b	A-1/B-3	A-1/B-3a	A-1/B-4	A-1/B-4a	TOTALS
Appendix Term	7/1/17-2/28/18	7/1/17-3/31/18	9/30/17-9/29/18	9/30/17-9/29/18	3/1/18-2/28/19	4/1/18-3/31/19	4/1/18-3/31/19	4/1/18-3/31/19	3/1/19-2/29/20	4/1/19-3/31/20	3/1/20-2/28/21	4/01/20-3/31/21	
<b>EXPENSES</b>													
Salaries	349,023	194,248	-	35,002	574,761	285,664	-	46,469	574,761	285,664	574,761	285,664	3,206,017
Employee Benefits	96,749	54,098	-	7,454	145,134	72,128	-	11,616	145,135	72,131	145,135	72,128	821,708
Total Personnel Expenses	445,772	248,346	-	42,456	719,895	357,792	-	58,085	719,896	357,795	719,896	357,792	4,027,725
Operating Expense	34,159	21,493	144,794	44,700	-	1,993	158,275	64,670	-	1,993	-	1,993	474,070
<b>Subtotal Direct Costs</b>	<b>479,931</b>	<b>269,839</b>	<b>144,794</b>	<b>87,156</b>	<b>719,895</b>	<b>359,785</b>	<b>158,275</b>	<b>122,755</b>	<b>719,896</b>	<b>359,788</b>	<b>719,896</b>	<b>359,785</b>	<b>4,501,795</b>
Indirect Cost Amount	43,194	24,285	13,031	7,844	64,792	32,381	14,245	11,048	64,791	32,378	64,791	32,381	405,161
Indirect Cost Rate (%)	9.0%	9.0%	9.0%	9.0%	9.0%	9.0%	9.0%	9.0%	9.0%	9.0%	9.0%	9.0%	
<b>Total Expenses</b>	<b>523,125</b>	<b>294,124</b>	<b>157,825</b>	<b>95,000</b>	<b>784,687</b>	<b>392,166</b>	<b>172,520</b>	<b>133,803</b>	<b>784,687</b>	<b>392,166</b>	<b>784,687</b>	<b>392,166</b>	<b>4,906,956</b>
<b>REVENUES &amp; FUNDING SOURCES</b>													
<b>DPH Funding Sources (select from drop-down list)</b>													
HHS FED CARE A - PD13, CFDA #93.914	523,125				784,687				784,687		784,687		2,877,186
HHS STATE SAM-HCAO16, CFDA #93.917		294,124				392,166	172,520	133,803		392,166		392,166	1,776,945
HHS STATE SAM - HCIV09, CFDA #93.917			157,825	95,000									252,825
													-
													-
This row left blank for funding sources not in drop-down list													
<b>Total DPH Revenues</b>	<b>523,125</b>	<b>294,124</b>	<b>157,825</b>	<b>95,000</b>	<b>784,687</b>	<b>392,166</b>	<b>172,520</b>	<b>133,803</b>	<b>784,687</b>	<b>392,166</b>	<b>784,687</b>	<b>392,166</b>	<b>4,906,956</b>
<b>Total Revenues (DPH / Non-DPH)</b>	<b>523,125</b>	<b>294,124</b>	<b>157,825</b>	<b>95,000</b>	<b>784,687</b>	<b>392,166</b>	<b>172,520</b>	<b>133,803</b>	<b>784,687</b>	<b>392,166</b>	<b>784,687</b>	<b>392,166</b>	<b>4,906,956</b>
Payment Method	Cost Reimbursement (CR)												
Prepared By	Phone #												

## UOS COST ALLOCATION BY SERVICE MODE

		SERVICE MODES					
Personnel Expenses		Facility Expense Months					Contract Totals
Position Titles	FTE	Salaries	% FTE	Salaries	% FTE		
<b>Operating Expenses</b>							
		<b>Expenditure</b>	<b>%</b>	<b>Expenditure</b>	<b>%</b>		<b>Contract Total</b>
Total Occupancy		105,127	100%				105,127
Total Materials and Supplies		7,000	100%				7,000
Total General Operating		35,510	100%				35,510
Total Staff Travel							-
Consultants/Subcontractor:							-
Other (specify):							-
Client meals		10,638	100%				10,638
<b>Total Operating Expenses</b>		<b>158,275</b>	<b>100%</b>				<b>158,275</b>
<b>Total Direct Expenses</b>		158,275	100%	-			158,275
<b>Indirect Expenses</b> 9%		14,245	100%				14,245
<b>TOTAL EXPENSES</b>		<b>172,520</b>	<b>100%</b>	-			<b>172,520</b>
<b>UOS per Service Mode</b>		12					<b>12</b>
<b>Cost Per UOS per Service Mode</b>		\$14,376.67					
<b>UDC per Service Mode</b>		N/A					<b>N/A</b>

**BUDGET JUSTIFICATION**

**2) OPERATING EXPENSES:**

<b>Occupancy:</b>			
Expense Item	Brief Description	Rate	Cost
Utilities	PG&E, trash, water.	\$4,685.58/month	56,227
Bldg repair and maint	Proportionate share of building repair and maintenance.	\$3,675/month	44,100
Building security	Proportionate share of building security.	\$200/month	2,400
Pest control	Proportionate share of pest control.	\$200/month	2,400
<b>Total Occupancy:</b>			<b>105,127</b>

<b>Materials &amp; Supplies:</b>			
Expense Item	Brief Description	Rate	Cost
Medical waste	Medical waste disposal.	\$583.33/month	7,000
<b>Total Materials &amp; Supplies:</b>			<b>7,000</b>

<b>General Operating:</b>			
Expense Item	Brief Description	Rate	Cost
Telephone	Proportionate share of telephone cost.	\$1,859.70/month	22,316
Equipment rental	Proportionate share of equipment rental.	\$350/month	4,200
Insurance	Proportionate share of property insurance cost.	\$749.50/month	8,994
<b>Total General Operating:</b>			<b>35,510</b>

<b>Other:</b>			
Expense Item	Brief Description	Rate	Cost
Client Meals	Breakfast, lunch, dinner, and snacks daily for 14 clients.	\$886.50/month	10,638
<b>Total Other:</b>			<b>10,638</b>

<b>TOTAL OPERATING EXP:</b>	<b>158,275</b>
-----------------------------	----------------

<b>TOTAL DIRECT COSTS:</b>	<b>158,275</b>
----------------------------	----------------

**4) INDIRECT COSTS**

Agency administration, allocated based on total direct cost of each activity benefited.	<b>14,245</b>
---	---------------

<b>Indirect Rate:</b>	<b>9%</b>
<b>TOTAL INDIRECT COSTS:</b>	<b>14,245</b>
<b>TOTAL EXPENSES:</b>	<b>172,520</b>



UOS COST ALLOCATION BY SERVICE MODE

		SERVICE MODES												
Personnel Expenses		Intern Mental Health Individual Hours		Intern Mental Health Group Hours		LCSW Individual Mental Hlth / Case Mngt Hours		LCSW Mental Health Group Hours		RN Psycho-Education Group Hours		Start Up Months (for 3 new LCSW & RN Service Modes)		Contract Totals
Position Titles	FTE	Salaries	% FTE	Salaries	% FTE	Salaries	% FTE	Salaries	% FTE	Salaries	% FTE	Salaries	% FTE	
Program Director, LCSW	0.51194	1,500	6%	1,500	6%	12,585	50%	2,500	10%			7,000	28%	25,085
Nurse, RN	0.118972									2,900	23%	9,830	77%	12,730
Volunteer Prog Coordinator	0.180292	7,654	88%	1,000	12%									8,654
														-
														-
														-
Total FTE & Total Salaries	0.811204	9,154	20%	2,500	5%	12,585	27%	2,500	5%	2,900	6%	16,830	36%	46,469
Fringe Benefits	25%	2,288	20%	625	5%	3,146	27%	625	5%	726	6%	4,206	36%	11,616
Total Personnel Expenses		11,442	20%	3,125	5%	15,731	27%	3,125	5%	3,626	6%	21,036	36%	58,085
Operating Expenses		Expense	%	Expense	%	Expense	%	Expense	%	Expense	%	Expense	%	Total
Total Occupancy														-
Total Materials and Supplies														-
Total General Operating														-
Total Staff Travel														-
Consultants/Subcontractor:		35,000	78%	10,000	22%									45,000
Other (specify):														-
Client Food				1,420	100%									1,420
Intern Stipends		16,500	92%	1,500	8%									18,000
Incentives		150	60%	100	40%									250
Total Operating Expenses		51,650	80%	13,020	20%	-	0%	-	0%	-	0%	-	0%	64,670
Total Direct Expenses		63,092	51%	16,145	13%	15,731	13%	3,125	3%	3,626	3%	21,036	17%	122,755
Indirect Expenses 9%		5,679	51%	1,453	13%	1,415	13%	281	3%	327	3%	1,893	17%	11,048
TOTAL EXPENSES		68,771	51%	17,598	13%	17,146	13%	3,406	3%	3,953	3%	22,929	17%	133,803
UOS per Service Mode		936		104		156		17		20		5		1,238
Cost Per UOS per Service Mode		\$73.48		\$169.22		\$109.92		\$200.36		\$197.65		\$4,585.85		
UDC per Service Mode		10		10		10		10		10		N/A		10

### BUDGET JUSTIFICATION

#### 1a) SALARIES

Staff Position 1:	<b>Program Director, LCSW</b>				
Brief job duties	Screening & intake for MH program; mental hlth therapeutic intervention & interactions for individual and group svcs; clinical consultation to interns and staff social workers.				
Min Qualifications	Master of Social Work; LCSW.				
	Annual Salary:	x FTE:	x Mos per Yr	Annualized if < 12 mos	Total
	<b>\$84,000</b>	0.51194	7	0.58333	<b>\$ 25,085</b>
Staff Position 2:	<b>Nurse, RN</b>				
Brief job duties	Leads bimonthly groups with residents focusing on mngmt of mental hlth symptoms, discussion of med mngt.				
Min Qualifications	RN California license, CPR license.				
	<b>\$107,000</b>	0.118972	12	1	<b>\$ 12,730</b>
Staff Position 3:	<b>Volunteer Prog Coordinator</b>				
Brief job duties	Manages & links interns with residents; training and supervision to volunteers and interns.				
Min Qualifications	High school diploma; Certificate in community health field (Community Health Worker/CHW).				
	<b>\$48,000</b>	0.180292	12	1	<b>\$ 8,654</b>
<b>Total FTE:</b>		<b>0.811204</b>	<b>Total Salaries: \$</b>		
			<b>46,469</b>		

#### 1b) EMPLOYEE FRINGE BENEFITS:

Component	Cost
Social Security	4,182.52
Retirement	150.85
Medical	4,577.55
Dental	160.00
Workers compensation	2,544.89
<b>Fringe Benefit %:</b>	<b>25%</b>
<b>Total Fringe Benefit:</b>	<b>11,616</b>
<b>TOTAL SALARIES &amp; FRINGE BENEFITS:</b>	<b>58,085</b>

#### 2) OPERATING EXPENSES:

Consultant/Subcontractor Name	Service Description	Rate	Cost
Jamie Lavender, LMFT	Coordinate Intern Svcs; Clinical Supervision of Interns.	\$150 per hr. x 300 hrs	45,000
<b>Total Consultants/Subcontractors:</b>			<b>45,000</b>

Other:	Brief Description	Rate	Cost
Meetings	Food for weekly client meetings and gatherings.	~ \$2.73 per client snack per wk. x 10 clients x 52 wks	1,420
Stipends	Stipends for 2 intern payments for 3 quarters.	2 interns x 3 quarters x \$3,000 ea	18,000
Incentives	Walgreens's vouchers to encourage client participation.	25 vouchers @ \$10 each	250
<b>Total Other:</b>			<b>19,670</b>
<b>TOTAL OPERATING EXPENSES:</b>			<b>64,670</b>
<b>TOTAL DIRECT COSTS:</b>			<b>122,755</b>

#### 4) INDIRECT COSTS

Indirect Rate: 9%

Agency administration, allocated based on total direct cost of each activity benefited.	11,048
<b>TOTAL EXPENSES:</b>	<b>133,803</b>



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:



## San Francisco Department of Public Health

## Business Associate Agreement

**1. Definitions.**

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

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

**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.



## San Francisco Department of Public Health

## Business Associate Agreement

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

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

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

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

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

**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



## San Francisco Department of Public Health

## Business Associate Agreement

herein, SFDPH Attestations for Privacy (Attachment 1) and Data Security (Attachment 2) within sixty (60) calendar days from the execution of the Agreement. If CE makes substantial changes to any of these forms during the term of the Agreement, the BA will be required to complete CE's updated forms within sixty (60) calendar days from the date that CE provides BA with written notice of such changes. BA shall retain such records for a period of seven years after the Agreement terminates and shall make all such records available to CE within 15 calendar days of a written request by CE.

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

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

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





## San Francisco Department of Public Health

## Business Associate Agreement

party, and (ii) a written agreement from such third party to immediately notify BA of any breaches, security incidents, or unauthorized uses or disclosures of the Protected Information in accordance with paragraph 2 (n) of this BAA, to the extent it has obtained knowledge of such occurrences [42 U.S.C. Section 17932; 45 C.F.R. Section 164.504(e)]. BA may disclose PHI to a BA that is a subcontractor and may allow the subcontractor to create, receive, maintain, or transmit Protected Information on its behalf, if the BA obtains satisfactory assurances, in accordance with 45 C.F.R. Section 164.504(e)(1), that the subcontractor will appropriately safeguard the information [45 C.F.R. Section 164.502(e)(1)(ii)].

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

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

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



## San Francisco Department of Public Health

## Business Associate Agreement

**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.

**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



San Francisco Department of Public Health  
Business Associate Agreement

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)]

**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



San Francisco Department of Public Health  
Business Associate Agreement

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.

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

**e. Disclaimer.** CE makes no warranty or representation that compliance by BA with this BAA, HIPAA, the HITECH Act, or the HIPAA Regulations or corresponding

## APPENDIX E



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

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](mailto:compliance.privacy@sfdph.org)  
Hotline (Toll-Free): 1-855-729-6040



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

### PRIVACY ATTESTATION

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

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

#### I. All Contractors.

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

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

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

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

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

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

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



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

**DATA SECURITY ATTESTATION**

**INSTRUCTIONS:** Contractors and Partners who receive or have access to health or medical information or electronic health record systems maintained by 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	
--	---------------	--	-----------	--	------	--

**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	
-------------------------------	--------------	--	-----------	--	------	--

**DEPARTMENT OF PUBLIC HEALTH CONTRACTOR  
MONTHLY DELIVERABLES AND COST REIMBURSEMENT INVOICE**

APPENDIX F-2a.1

04/01/18 - 03/31/19

PAGE A

**Contractor: Maitri AIDS Hospice**  
**Address: 401 Duboce Avenue**  
**San Francisco, CA 94117**

**Telephone: 415-558-3000**  
**Fax: 415-558-3010**

**Program Name: Maitri Compassionate Care**

**ACE Control #:**

**HHS**

**Contract ID #**

1000006124

**Invoice Number**

A-1APR18

**Contract Purchase Order No:**

**Funding Source:** State Office of AIDS/SAM

**Grant Code/Detail:**

**Project Code/Detail:**

**Invoice Period:** 04/1/18 - 04/30/18

**FINAL Invoice** ☐ (check if Yes)

DELIVERABLES	TOTAL CONTRACTED UOS	UDC	DELIVERED THIS PERIOD UOS	UDC	DELIVERED TO DATE UOS	UDC	% OF TOTAL UOS	UDC	REMAINING DELIVERABLES UOS	UDC
Facility Expense Months	12	N/A							12	N/A

	UDC	UDC	UDC	UDC	UDC
Unduplicated Clients for Appendix	N/A				N/A

**EXPENDITURES**

	BUDGET	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Total Salaries (See Page B)					
Fringe Benefits					
<b>Total Personnel Expenses</b>					
Operating Expenses:					
<b>Occupancy</b> -(e.g., Rental of Property, Utilities, Building Maintenance Supplies and Repairs)	\$105,127				\$105,127.00
<b>Materials and Supplies</b> -(e.g., Office, Postage, Printing and Repro., Program Supplies)	\$7,000				\$7,000.00
<b>General Operating</b> -(e.g., Insurance, Staff Training, Equipment Rental/Maintenance)	\$35,510				\$35,510.00
<b>Staff Travel</b> - (e.g., Local & Out of Town)					
<b>Consultant/Subcontractor</b>					
<b>Other</b> - (Meals, Audit, Transportation Reimb, Stipends, Facilitators)	\$10,638				\$10,638.00
<b>Total Operating Expenses</b>	\$158,275				\$158,275.00
Capital Expenditures					
<b>TOTAL DIRECT EXPENSES</b>	\$158,275				\$158,275.00
Indirect Expenses	\$14,245				\$14,245.00
<b>TOTAL EXPENSES</b>	\$172,520				\$172,520.00
<b>LESS: Initial Payment Recovery</b>					
<b>Other Adjustments</b> (Enter as negative, if appropriate)					
<b>REIMBURSEMENT</b>					

NOTES:

I certify that the information provided above is, to the best of my knowledge, complete and accurate; the amount requested for reimbursement is in accordance with the budget approved for the contract cited for services provided under the provision of that contract. Full justification and backup records for those claims are maintained in our office at the address indicated.

Signature: \_\_\_\_\_

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

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

Send to:	SFDPH Fiscal / Invoice Processing 1380 Howard Street, 4th Floor, Suite 423 San Francisco, CA 94103 Attn: Contract Payments	By: _____ (DPH Authorized Signatory)	Date: _____
----------	---	---	-------------

APPENDIX F-2a.1  
04/01/18 - 03/31/19  
PAGE B

**FINAL Invoice** ☐ (check if Yes)

[illegible]

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

**DEPARTMENT OF PUBLIC HEALTH CONTRACTOR  
MONTHLY DELIVERABLES AND COST REIMBURSEMENT INVOICE**

APPENDIX F-2b  
04/01/18 - 03/31/19  
PAGE A

**Contractor: Maitri AIDS Hospice**  
**Address: 401 Duboce Avenue**  
**San Francisco, CA 94117**

**Telephone: 415-558-3000**  
**Fax: 415-558-3010**

**HHS**

**Contract ID #**  
1000006124

**Invoice Number**  
A-2APR18

**Contract Purchase Order No:**

**Funding Source:** State Office of AIDS/SAM

**Grant Code/Detail:**

**Project Code/Detail:**

**Program Name: Maitri Compassionate Care - Mental Health Services Program**

**ACE Control #:**

**Invoice Period:** 04/1/18 - 04/30/18

**FINAL Invoice** ☐ (check if Yes)

DELIVERABLES	TOTAL CONTRACTED		DELIVERED THIS PERIOD		DELIVERED TO DATE		% OF TOTAL		REMAINING DELIVERABLES	
	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC
Intern Mental Health Individual Hours	936	10							936	10
Intern Mental Health Group Hours	104	10							104	10
LCSW Individual Mental Hlth/Case Mngt Hours	156	10							156	10
LCSW Mental Health Group Hours	17	10							17	10
RN Psycho-Education Group Hours	20	10							20	10
Start-up Months	5	N/A							5	N/A

	UDC	UDC	UDC	UDC	UDC
Unduplicated Clients for Appendix		10			10

**EXPENDITURES**

	BUDGET	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Total Salaries (See Page B)	\$46,469				\$46,469.00
Fringe Benefits	\$11,616				\$11,616.00
<b>Total Personnel Expenses</b>	<b>\$58,085</b>				<b>\$58,085.00</b>
Operating Expenses:					
<b>Occupancy</b> -(e.g., Rental of Property, Utilities, Building Maintenance Supplies and Repairs)					
<b>Materials and Supplies</b> -(e.g., Office, Postage, Printing and Repro., Program Supplies)					
<b>General Operating</b> -(e.g., Insurance, Staff Training, Equipment Rental/Maintenance)					
<b>Staff Travel</b> - (e.g., Local & Out of Town)					
<b>Consultant/Subcontractor</b>	\$45,000				\$45,000.00
<b>Other</b> - (Meals, Audit, Transportation Reimb, Stipends, Facilitators)	\$19,670				\$19,670.00
<b>Total Operating Expenses</b>	<b>\$64,670</b>				<b>\$64,670.00</b>
<b>Capital Expenditures</b>					
<b>TOTAL DIRECT EXPENSES</b>	<b>\$122,755</b>				<b>\$122,755.00</b>
Indirect Expenses	\$11,048				\$11,048.00
<b>TOTAL EXPENSES</b>	<b>\$133,803</b>				<b>\$133,803.00</b>
<b>LESS: Initial Payment Recovery</b>					
<b>Other Adjustments</b> (Enter as negative, if appropriate)					
<b>REIMBURSEMENT</b>					

NOTES:

I certify that the information provided above is, to the best of my knowledge, complete and accurate; the amount requested for reimbursement is in accordance with the budget approved for the contract cited for services provided under the provision of that contract. Full justification and backup records for those claims are maintained in our office at the address indicated.

Signature: \_\_\_\_\_

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

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

Send to: SFDPH Fiscal / Invoice Processing  
1380 Howard Street, 4th Floor, Suite 423  
San Francisco, CA 94103  
**Attn: Contract Payments**

By: \_\_\_\_\_  
(DPH Authorized Signatory)

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

APPENDIX F-2b  
04/01/18 - 03/31/19  
PAGE B

### DETAIL PERSONNEL EXPENDITURES

I certify that the information provided above is, to the best of my knowledge, complete and accurate; the amount requested for reimbursement is in accordance with the budget approved for the contract cited for services provided under the provision of that contract. Full justification and backup records for those claims are maintained in our office at the address indicated.

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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/1/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Barbary Insurance Brokerage 230 California Street, Suite 700 San Francisco CA 94111		<b>CONTACT NAME:</b> Carlos Arreguin <b>PHONE (A/C, No, Ext):</b> 415-788-4700 <b>E-MAIL ADDRESS:</b> Carlos@barbaryinsurance.com <b>FAX (A/C, No):</b> 415-788-4701	
<b>INSURED</b> Maitri Compassionate Care Anne Gimbel 401 Duboce Avenue San Francisco CA 94117		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Nonprofits Ins Alliance of CA <b>INSURER B:</b> AMCO Insurance Company <b>INSURER C:</b> ICW Group <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	
MAITR-1		NAIC # 524126 19100	

## COVERAGES

CERTIFICATE NUMBER: 117767004

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	201805038	9/9/2018	9/9/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE				EACH OCCURRENCE \$ AGGREGATE \$ \$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	WSA502476505	10/1/2018	10/1/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A B	Social Serv. Professional Fidelity Bond		201805038 ACPCRM3016839249	9/9/2018 9/9/2018	9/9/2019 9/9/2019	Per Occurrence Limit 1,000,000 100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Certificate holder is Additional Insured as their interests may appear with respect to operations of Named Insured.

## CERTIFICATE HOLDER

## CANCELLATION

City & County of San Francisco  
Department of Public Health  
101 Grove St. Room 402  
San Francisco CA 94102

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2014 ACORD CORPORATION. All rights reserved.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – DESIGNATED  
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

**Name Of Additional Insured Person(s) Or Organization(s)**

Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy, and for which a certificate of insurance naming such person or organization as additional insured has been issued, but only with respect to their liability arising out of their requirements for certain performance placed upon you, as a nonprofit organization, in consideration for funding or financial contributions you receive from them. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.

City & County of San Francisco  
Department of Public Health  
101 Grove St. Room 402  
San Francisco, CA 94102

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

07/10/2017

Dean Goodwin, Administrator  
HIV Health Services  
San Francisco Department of Public Health  
25 Van Ness Avenue, 8th Floor  
San Francisco, CA 94102



Dear Dean:

Maitri provides nursing and attendant care as well as support to people seriously debilitated by AIDS. We are a residential care facility and provide services onsite. We do not use vehicles as a part of our contract with the Department of Public Health- CARE or SAM. Therefore, we request a waiver of the requirement of the city for commercial auto liability coverage.

If you have any questions, please do not hesitate to contact me directly at 415-558-3001 or email me at [BMusick@maitrisf.org](mailto:BMusick@maitrisf.org) or Susan Canavan, Maitri's Program Director at 415-558-3006 or [Susan@maitrisf.org](mailto:Susan@maitrisf.org).

Sincerely,

Bill Musick  
Interim Executive Director

Waiver of Automobile Liability insurance  
is hereby granted based on statement  
presented on this letter.

Elizabeth Fitzgerald  
Risk Management  
7/11/17